

**THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT
UNM BUSINESS CENTER
1700 LOMAS, NE – SUITE 2600
MSC01 1240, 1 UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131-0001**

REQUEST FOR PROPOSAL COVER SHEET

Request For Proposal Number: 1461-11 Offer Due Date/Time: October 4, 2011 @ 5 p.m. MST

TITLE: UNM BANKING SERVICES

The University of New Mexico (UNM) invites you ("Offeror") to submit an offer for material(s) and/or services set forth in this Request for Proposal (RFP). Please read carefully the instructions, specifications, and The University of New Mexico (UNM) Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. Proposals must be submitted no later than the Proposal Deadline of **October 4, 2011 @ 5 p.m. MST**. New Mexico civil and criminal law prohibit bribes, gratuities and kickbacks.

UNM Contact Information:

Name: Eduardo Ybarra

Title: Contract Specialist

Telephone: (505) 277- 6888

E-mail: eybarra@unm.edu

Electronic Format and Hard Copies:

1. Offerors who are not registered in LoboSource will not receive electronic notifications for addenda to RFP and must request a hard copy of documents from the UNM Purchasing office. **Only hard copies responses will be accepted and must be submitted manually via hand delivery or carrier and must submit:**

One (1) Original, marked on the cover as "Original,"
Six (6) copies, marked on the cover of each as "copy," and
One (1) cd/dvd disc

2. Hard copies must be printed in ink and corrections must be initialed. An Offeror's submitted sealed Proposal envelope, box or package must be clearly marked with the RFP Number and Opening Date (see Offer Due By date above) in the lower left hand corner. Failure to mark your sealed offer may result in your offer being opened early or your offer not being included in the Request for Proposal opening.

3. Address if RFP delivered by first class mail:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

4. Address if RFP delivered to physical location by courier or hand delivered:

The University of New Mexico Purchasing Department
UNM Business Center, Suite 2600
(Southeast Corner of Lomas and University)

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Freight Terms: FOB Destination

Payment Terms: NET 30

QUESTIONS: Potential Offerors may submit written questions as to the intent or clarity of this RFP. All questions including technical questions must be submitted electronically and should be emailed to eybarra@unm.edu. The response to the written questions and any modifications and/or clarifications will be placed on line under LoboSource as addenda and will become part of this RFP file. The questions and answers will not indicate any reference to the Offeror that submitted the question(s). Written questions may be submitted until **close of business September 21, 2011**.

CANCELLATION: UNM reserves the right to cancel without penalty, this RFP, the resultant price agreement/purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

SECTION I. SCOPE OF WORK

1. SCOPE OF SERVICES, SPECIFICATION AND BACKGROUND

1.1. History

Founded in 1889, The University of New Mexico now occupies 600 acres along old Route 66 in the heart of Albuquerque, a city of half a million people. From the magnificent mesas to the west, past the banks of the historic Rio Grande to the Sandia Mountains to the east, Albuquerque is a blend of culture and cuisine, styles and stories, people, pursuits and panoramas.

1.2. The People

UNM represents a wide cross-section of cultures and backgrounds. In the Spring of 2011, 27,305 students attended main campus and another 8,021 attended branch campuses and education centers. UNM boasts outstanding faculty members and include a Nobel Laureate, a MacArthur Fellow and several members of the national academies. UNM faculty published in many professional journals including Scientific American, New England Journal of Medicine and Nature. UNM professors have been quoted in Newsweek, Seattle Times, Business Week, People Magazine, Parade Magazine, US News and World Report, and the New Yorker, among others. UNM professors have shared their expertise on CNN, Today Show, Good Morning America, Nova and other news shows.

UNM employs 20,000 people statewide, including employees of University Hospital. Alumni numbers more than 115,400 worldwide while nearly 60% remain in the state.

1.3. The Programs

UNM's main campus offers over 215 degree and certificate programs. There are 94 baccalaureate, 71 masters, and 37 doctoral level degree programs. Many of the degree programs have additional concentrations and options; for example, the Bachelors in Business Administration degree has a number of concentrations. In addition, there are 3 first professional degree programs – in law, medicine, and pharmacy – as well as 5 education specialist certificates (graduate programs beyond the masters level), 7 graduate certificate programs, 1 undergraduate certificate program, and 1 associate degree program (source: FY 2007 – 08 UNM Fact Book). Several UNM programs consistently rank the best nationwide. In 2002 U.S. News & World Report, three programs in the UNM School of Medicine cracked the top 10. For the eighth consecutive year, the school's rural medicine program held the number two spot in the nation. UNM's primary-care curriculum ranked fourth, UNM's family medicine program ranked fifth place. The UNM clinical law training program is in the top 10. The law school was recognized with the most racially diverse student bodies. UNM's law school remains among the top 10 law schools in the nation. UNM's School of Engineering was among the top 50 engineering schools in the country. In addition UNM's anthropology, biology, flamenco dance and Latin American and Western history programs have respected national reputations.

Total UNM revenue budget for FY2011 was \$2,114,127,054. UNM research injects millions of dollars into New Mexico's economy, augments teaching, giving students valuable hands-on training in state-of-the art laboratories, and funds new advancements in healthcare. The Health Sciences Center is the state's largest integrated health care treatment, research and education organization. Among the university's outstanding research units are the High Performance Computing Center, Cancer Research Treatment Center, New Mexico Engineering Research Institute, Center for High Technology Materials, Design Planning Assistance Center, Environmental Law and Policy and the Center for Non-Invasive Diagnosis.

1.4. The Places

The University has branch campuses in Gallup, Los Alamos, Taos, Valencia County and a new satellite campus – UNM West in Rio Rancho New Mexico. In addition UNM offers graduate and upper division programs in Los Alamos, Santa Fe and throughout the state. UNM's libraries, museums, galleries and Center for the Arts are a rich cultural resource for the state. UNM's Tamarind Institute is one of the premier printmaking workshops in the world. UNM is home to the Lobos and is part of the Mountain West conference. Lobo athletics draw fans from near and far, and the University Arena or "The Pit" was ranked 13th by Sports Illustrated as one of the top 20 sports venues of the century.

1.5. SCOPE OF SERVICES

1.5.1. GENERAL

The purpose of this RFP is to keep UNM Main Campus and UNM Hospital banking processes competitive in terms of cost, administrative efficiencies and customer service. The goal is to allow UNM staff to maximize productivity, return on invested operational funds with the bank, while meeting the liquidity, operational and safety requirements of UNM, following state and federal regulations. The UNM Main Campus and UNM Hospital, through this request for proposal process, will be providing offerors with an opportunity to interact with the UNM Campus and Hospital Communities. The level of involvement will be dependent upon the offeror(s) selected for award. UNM may make multiple awards for each of the separate bank accounts or may make one award for all the accounts. Offerors may submit proposals for any of the four accounts or a total package for all four. UNM seeks to select an offeror or offerors who will be able to provide a complete and efficient package of cash management services.

The term of the resultant agreement arising from this Request For Proposals shall be for an initial term of four (4) years. UNM reserves the option to renew the resultant price agreement contingent upon fiscal funding, for a period of up to four (4) additional years if such renewal is found to be in the best interests of UNM. These renewal options will be exercised in increments of one-year terms unless otherwise specifies in this Request For Proposals.

Services provided by the successful offeror(s) shall include, but not be limited to, cash management and optional service requirements described below. The offeror(s) so designated, as the fiscal agent for UNM shall enter into an agreement with UNM for all of the following services:

1.6. BANKING SERVICES

1.6.1. PRIMARY FINANCIAL INSTITUTION FEATURES

The successful offeror (s) shall: Be capable of being certified or designated by UNM to receive public funds as described in 6-10-10 NMSA 1978 Subsection A.

1.6.1.1. Be capable of securing public funds in accordance with 6-10-16 NMSA 1978, 6-10-16.1 NMSA 1978, and 6-10-17 NMSA 1978.

1.6.1.2. Provide all normal banking services and have an office in Albuquerque, NM.

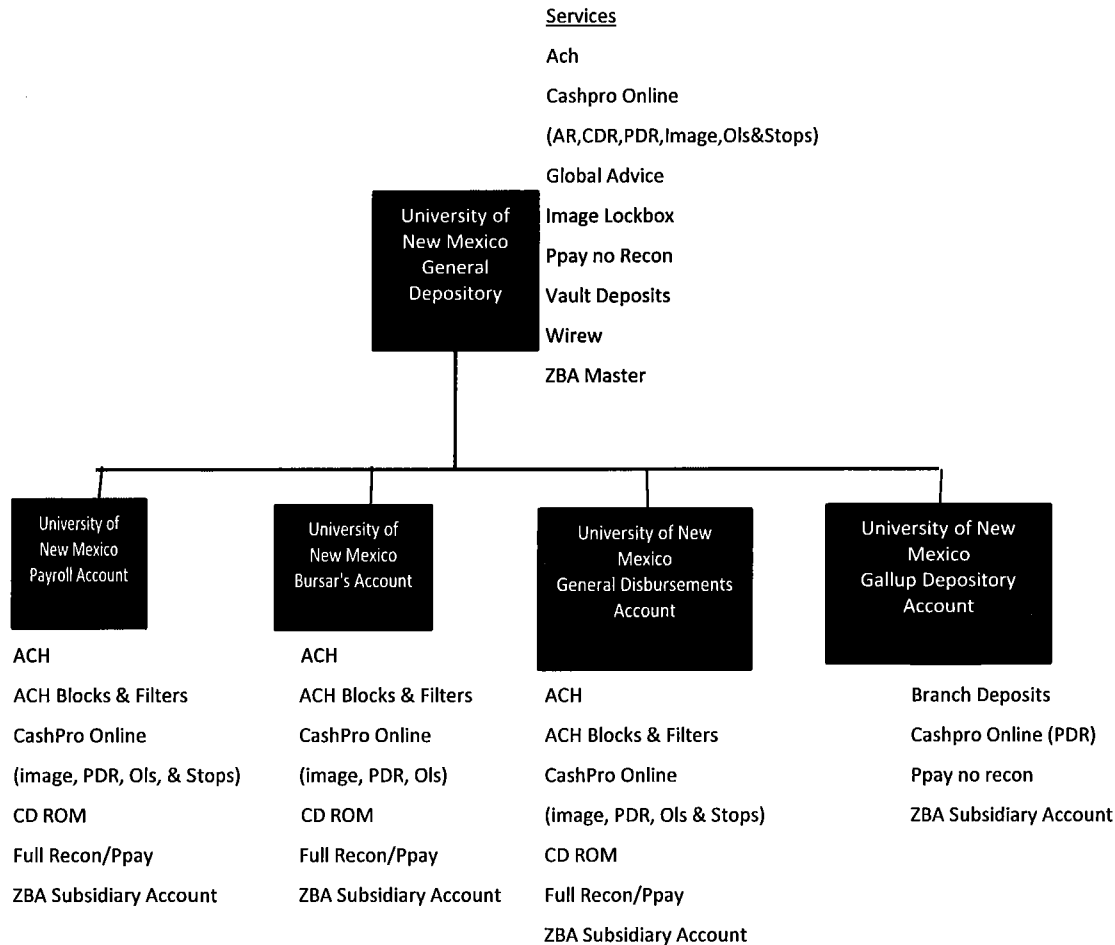
1.6.1.3. Provide audited annual financial statements for the past two years.

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1.6.2. BANK ACCOUNTS

1.6.2.1 Provide a fee schedule based on the University's account structure and current services attached to each account.

University of New Mexico Account Structure and related Treasury Services



Services Legend

AR = Account Reconciliation

CDR = Current Day Reporting

PI= Payments Initiation

PDR = Previous Day Reporting

Ppay = Positive Pay

OLS = Online Statements

ZBA = Zero Balance Account

Stand Alone

Univeristy of New Mexico
Investment Account

It is UNM's intent to accept bids from many principal financial institutions for its primary bank accounts. Accounts may be added or deleted. Any new accounts added during the term of the resultant agreement will be subject to the same fee schedules negotiated in response to this Request for Proposals. The successful

offeror will not be allowed to charge students, employees, or vendors for cashing UNM checks. UNM has the following listed bank accounts.

1.6.2.1. **Depository:** (One account for Main Campus and a separate account for the Hospital) Most deposits, wires, and ACH items are credited to these accounts. The UNM Main Campus's annual volume of this account is approximately 132,627 deposited checks, 25,923 electronic items posted, 25,747 ACH items received and 370 incoming wire transactions. UNM Hospital's annual volume is approximately 27,257 deposited checks, and 22,843 ACH deposits. The account is used to fund the accounts payable disbursement, payroll disbursement and bursar's disbursement accounts. A summary of banking services required for this account is listed below:

- 1.6.2.1.1. Revenue Generating Overnight Sweep Account and ZBA master account.
- 1.6.2.1.2. Daily Balance and Transaction Reporting via Internet Website
- 1.6.2.1.3. Daily Bank Statements
- 1.6.2.1.4. Monthly and/or Daily Sweep Account Revenue Statement
- 1.6.2.1.5. Monthly Transactions File Transmitted Electronically Which Has Been Reconciled with the Daily Bank Statements for the Month
- 1.6.2.1.6. Balance Transfer to Other UNM Bank Accounts
- 1.6.2.1.7. Monthly Activity Analysis Reports
- 1.6.2.1.8. Insufficient Funds Checks Processing. We currently hit the drawer's checking account twice before classifying the check NSF.
- 1.6.2.1.9. Coin and Currency Replenishment
- 1.6.2.1.10. Foreign Check Processing, Drafts and compliance with the Office of Foreign Assets Control (OFAC) rules.
- 1.6.2.1.11. Other General Services
 - 1.6.2.1.11.1. Coin Sorting and Counting
 - 1.6.2.1.11.2. Individual Coded Deposit Slips in Triplicate
 - 1.6.2.1.11.3. Timely Research and Response to All Inquiries
 - 1.6.2.1.11.4. Services for 2 Lockboxes.
 - 1.6.2.1.11.5. Services for 10 locked deposit bags.
 - 1.6.2.1.11.6. Services for 100 clear plastic secure deposit bags per month.
- 1.6.2.1.12. Online Capability for Wire Payments
- 1.6.2.1.13. Bank Contact Personnel

1.6.2.2. **Accounts Payable Disbursement:** (One account for Main Campus and a separate account for the Hospital) UNM Main Campus's annual volume is approximately 65,208 checks are disbursed annually via this account. The Hospitals annual volume is approximately 21,514 checks disbursed. These accounts are currently funded through transfers from the General Depository accounts. A summary of banking services required for this account is listed below: ZBA Subsidiary Account.

- 1.6.2.2.1. Daily Balance and Transaction Reporting via Internet Website
- 1.6.2.2.2. On Line Inquiry via Internet Website for Checks Paid and Stop Payments
- 1.6.2.2.3. Stop Payment Services via Internet Website
- 1.6.2.2.4. Monthly Bank Statements With Last Business Day of Month Cutoff
- 1.6.2.2.5. Monthly Checks Paid File Transmitted Electronically Which Has Been Reconciled With The Monthly Bank Statement.
- 1.6.2.2.6. Monthly or Daily Sweep Account Revenue Statement
- 1.6.2.2.7. Monthly Activity Analysis Reports
- 1.6.2.2.8. Positive Payment System for Checks Issued by UNM
- 1.6.2.2.9. Automatic Overdraft Protection
- 1.6.2.2.10. Compact Disc Containing Copies of All Checks Paid During the Month
- 1.6.2.2.11. Bank Contact Personnel
- 1.6.2.2.12. ACH Disbursement capability
- 1.6.2.2.13. ACH withholding on W-9 capability
- 1.6.2.2.14. Timely Research and Response to All Inquiries

1.6.2.3. **Payroll Disbursement:** (One account for Main Campus and a separate account for the Hospital) Employee salaries and wages are disbursed via these accounts every week and monthly. Checks are also disbursed on demand in weekly batches. For UNM Main Campus there are approximately 19,136 checks annually and 234,573 direct deposits annually; for the Hospital there are approximately 4,952 checks annually and 165,192 direct deposits. These accounts are currently funded through transfers from the General Depository accounts. A summary of banking services required for this account is listed below:

- 1.6.2.3.1. ZBA Subsidiary Account.
- 1.6.2.3.2. Daily Balance and Transaction Reporting via Internet Website
- 1.6.2.3.3. On Line Inquiry via Internet Website for Checks Paid and Stop Payments
- 1.6.2.3.4. Stop Payment Services via Internet Website
- 1.6.2.3.5. Monthly Bank Statements With Last Business Day of Month Cutoff

- 1.6.2.3.6. Monthly Checks Paid File Transmitted Electronically Which Has Been Reconciled With The Monthly Bank Statement.
 - 1.6.2.3.7. Monthly or Daily Sweep Account Revenue Statement
 - 1.6.2.3.8. Monthly Activity Analysis Reports
 - 1.6.2.3.9. Positive Payment System for Checks Issued by UNM
 - 1.6.2.3.10. Automatic Overdraft Protection
 - 1.6.2.3.11. Compact Disc Containing Copies of All Checks Paid During the Month
 - 1.6.2.3.12. Bank Contact Personnel
 - 1.6.2.3.13. Payroll ACH Direct Deposits
 - 1.6.2.3.14. Payroll Federal ACH Tax Payments-University initiated, not automatic from bank
 - 1.6.2.3.15. Payroll State ACH tax Payments-University initiated, not automatic from bank Payroll ACH Benefit Payments
 - 1.6.2.3.16. Timely Research and Response to All Inquiries
- 1.6.2.4. **Bursar's Disbursement:** (Main Campus only) All student financial aid checks are disbursed via this account. There are approximately 28,000 checks annually, 37,000 direct deposit refunds and 2,000 credit card refunds. Deposits consist of transfers from the General Depository account. A summary of banking services required for this account is listed below:
- 1.6.2.4.1. ZBA Subsidiary Account.
 - 1.6.2.4.2. Daily Balance and Transaction Reporting via Internet Website\
 - 1.6.2.4.3. On Line Inquiry via Internet Website for Checks Paid and Stop Payments
 - 1.6.2.4.4. Stop Payment Services via Internet Website
 - 1.6.2.4.5. Monthly Bank Statements With Last Business Day of Month Cutoff
 - 1.6.2.4.6. Monthly Checks Paid File Transmitted Electronically Which Has Been Reconciled With the Monthly Bank Statement
 - 1.6.2.4.7. Monthly or Daily Sweep Account Revenue Statement
 - 1.6.2.4.8. Monthly Activity Analysis Reports
 - 1.6.2.4.9. Positive Payment System for Checks Issued by UNM
 - 1.6.2.4.10. Automatic Overdraft Protection
 - 1.6.2.4.11. Compact Disc Containing Copies of All Checks Paid During the Month
 - 1.6.2.4.12. Bank Contact Personnel
 - 1.6.2.4.13. Timely Research and Response to All Inquiries
- 1.6.2.5. **Gallup Depository:** This is a sample UNM branch campus account. In all, the University has a total of four branch campuses each with their own depository account. The locations are Gallup, Taos, Los Alamos and Valencia (located in Los Lunas). The University would prefer the

offeror to have an office presence in each local. Most deposits, wires, and ACH items are credited to these accounts. The annual volume of these accounts is approximately 7,824 deposited checks, 1,184 electronic items posted and 1,880 ACH items received. These accounts are used to fund the accounts payable disbursement, payroll disbursement and bursar's disbursement accounts. A summary of banking services required for this account is listed below:

- 1.6.2.5.1. Revenue Generating Overnight Sweep Account and ZBA subsidiary account.
- 1.6.2.5.2. Daily Balance and Transaction Reporting via Internet Website
- 1.6.2.5.3. Daily Bank Statements
- 1.6.2.5.4. Monthly and/or Daily Sweep Account Revenue Statement
- 1.6.2.5.5. Monthly Transactions File Transmitted Electronically Which Has Been Reconciled with the Daily Bank Statements for the Month
- 1.6.2.5.6. Balance Transfer to Other UNM Bank Accounts
- 1.6.2.5.7. Monthly Activity Analysis Reports
- 1.6.2.5.8. Insufficient Funds Checks Processing. We currently hit the drawer's checking account twice before classifying the check NSF.
- 1.6.2.5.9. Coin and Currency Replenishment
- 1.6.2.5.10. Foreign Check Processing, Drafts and compliance with the Office of Foreign Assets Control (OFAC) rules.
- 1.6.2.5.11. Other General Services
 - 1.6.2.5.11.1. Coin Sorting and Counting
 - 1.6.2.5.11.2. Individual Coded Deposit Slips in Triplicate
- 1.6.2.5.12. Timely Research and Response to All Inquiries
- 1.6.2.5.13. Bank Contact Personnel

1.6.3. CASH MANAGEMENT REQUIREMENTS

- 1.6.3.1. **Revenue Generating Overnight Sweep Account:** (One account for Main Campus and a separate account for the Hospital) The ability to automatically sweep balances on a daily basis from accounts into a revenue generating account. The standard for determining the amount to be swept would be set by amount of activity in the various accounts. Offeror should indicate cut off times for transactions to be included in sweep. All proposals must specify the interest computation on the revenue account and what basis the interest rate is tied to. UNM is to be provided all sweep investing and earnings transaction information on a daily basis with a month end cut off. Currently all accounts function as a ZBA and are swept into the General Depository on a daily basis.

Investment alternatives to a traditional sweep structure will be considered.

- 1.6.3.2. **Transfers Between Accounts:** The ability to transfer funds between accounts within the bank as well as consolidate funds from other banks and/or branch campus bank accounts to maximize investment earnings for UNM.

- 1.6.3.3. **Balance and Transaction Reporting:** The bank shall provide account balance information daily, including float balances and transaction totals on each account. On a daily basis, UNM requires the financial institution to provide the detail of daily transactions specified below. The offeror should describe the method of transmitting information to UNM, timing of transmittal, and format of presentation.

- 1.6.3.3.1. The credit and debit amounts posted to each of the accounts.

- 1.6.3.3.2. Daily documentation of incoming and outgoing wire and ACH transactions.

- 1.6.3.4. **On line Inquiry:** UNM desires a computer link with the financial institution to obtain the following services:

- 1.6.3.4.1. On line entry of stop payments on checking accounts.

- 1.6.3.4.2. Computer link wire transfers.

- 1.6.3.4.3. Computer link to view and download banking statements.

- 1.6.3.4.4. Account balance reporting information, including float balances.

- 1.6.3.4.5. Debit and credit transaction posting.

- 1.6.3.4.6. Foreign currency draft and international wire initiation.

- 1.6.3.4.7. Offerors should provide detailed information of their current capabilities and associated fees to provide these services, including features of such services. Include the means of providing information should the computer system fail. For those services not currently available, indicate the proposed implementation date or "not available," as appropriate.

- 1.6.3.5. **Deposit Availability:** UNM wishes to avail itself of the best negotiated funds availability schedule. At a minimum, same day book credit will be given for all deposits that are received by the bank prior to a given negotiated time on a business day. Deposits of cash, wires, and checks drawn on the selected financial institution shall be given credit as collected funds on the same day as deposited. Checks drawn on other banks will be considered collected funds per the financial institution's availability schedule; offerors should enclose a copy of a representative schedule with their proposal.

- 1.6.3.6. **Bank Statements:** Daily bank statements for the General Depository account, monthly bank statements for every other account, together with images of canceled checks stored electronically on CDs, sorted by check

number, and all debit and credit advice documents are required for all accounts and are to be available to UNM no later than five banking days following the end of the month. All accounts will have a last business day of the month cutoff. Please indicate whether this deadline can be met and if not when would the documents be available.

- 1.6.3.7. **Monthly Reconciling Schedules:** In order to facilitate the reconciliation process on the bank accounts, UNM will require the financial institution to provide certain information about checks that have been processed by the financial institution. This information must be delivered to UNM no later than five banking days following the end of the month. Currently UNM is receiving this information in a file downloaded from the internet. Please indicate how this information would be transferred to UNM.
- 1.6.3.8. **Daily Advice Documents:** Copies of all debit and credit advice documents for all accounts are to be sent daily to UNM. All information pertinent to the transaction is to be included on the document.
- 1.6.3.9. **Monthly Activity Analysis:** The financial institution shall furnish UNM, no later than the tenth banking day of each month, a combined analysis of UNM's monthly activity and an invoice. No banking service fees are to be offset in the bank account, they must be included on an invoice.
- 1.6.3.10. **Wire Transfers:** The financial institution will provide wire transfer facilities through the Federal Reserve Bank pursuant to electronic or telephone instructions from authorized individuals for various transactions. UNM requires the ability to electronically transfer funds among its various accounts; to receive wire transfers and ACH transfers into its accounts as well as the ability to initiate wire transfers and ACH transfers against the accounts.
- 1.6.3.11. **Automatic Overdraft Protection:** All disbursement checking accounts shall have the option to have automatic overdraft protection.
- 1.6.3.12. **Insufficient Funds Checks:** All checks deposited by the University that are returned due to "Insufficient Funds" shall be re-deposited a second time by the bank. If the check is returned a second time, the University will then accept its return.
- 1.6.3.13. **Coins and Currency:** The Cashier's office has daily to weekly needs for coin and currency. Orders that are called in to the financial institution must be delivered within 24 hours and charged to the depository account.
- 1.6.3.14. **Electronic Data Interchange:** Currently, UNM must be able to remit/receive certain corporate trade payments through electronic data interchange (EDI). Proposals should reflect the financial institution's capabilities and associated fees for providing this service to UNM.
- 1.6.3.15. **Payroll ACH Direct Deposit:** UNM encourages direct deposit of payroll payments to employees' individual bank accounts. In order to provide this service, UNM's financial institution must be able to initiate ACH transfer of funds from the Payroll Account to employees'

individual accounts throughout the United States, for financial institutions that have the technical ability to receive ACH transfers. The principal financial institution must:

- 1.6.3.15.1. Provide all software necessary for accomplishing transfers, from electronic transfer via web, modern and/or magnetic tape of payroll information to the financial institution, to the ultimate transfer of funds to the individual employee accounts at various institutions. Offeror should indicate method of transfer.
- 1.6.3.15.2. Provide a security system and contingency plan for system malfunctions and correction of payment errors. Offeror should describe such systems in detail.
- 1.6.3.15.3. Provide a method for encrypting the transmitted data.
- 1.6.3.15.4. Accommodate at least three pay periods monthly.
- 1.6.3.15.5. UNM must be able to transfer an individual's pay to more than one account at one or more institutions. Please respond as to whether this capability exists.
- 1.6.3.16. **Payroll and State Tax Deposits:** UNM needs to have the ability to make federal and state tax payments electronically as required by the IRS and state agencies. Currently UNM pays payroll taxes via ACH transfer. UNM pays state withholding and gross receipts tax electronically through the New Mexico Tax Payment System.
- 1.6.3.17. **Stop Payment Services:** The financial institution will accept and guarantee stop payment authorizations via the internet from authorized UNM personnel. It would be UNM's preference if the financial institution could send a hardcopy confirmation to UNM the next day.
- 1.6.3.18. **Collection Items:** The financial institution will need to have the capability to collect foreign currency checks. The financial institution through the normal banking system shall process collection items, including foreign items deposited. Those items, which are sent for collection items, shall be charged to the General Depository Account. The financial institution shall notify UNM in writing for each item sent to collection. The financial institution shall notify UNM of any associated charges after collecting funds, and the financial institution shall reduce the item only for the collection charges assessed by other financial institutions.
- 1.6.3.19. **Positive Pay:** The financial institution will need to have the capability to administer Positive Pay on any disbursement checking account via electronic Internet interface.
- 1.6.3.20. **SCT Banner & Lawson software:** Be able to interface technically with our existing systems and software, specifically, with SCT Banner software that has been implemented by UNM and Lawson software that will be implemented by UNM Hospital.

1.6.3.21. **Transaction and Account Security:** Be able to provide technology to secure accounts from unauthorized activity.

1.6.3.22. **Other General Services:**

1.6.3.22.1. Coin sorting and counting, wrappers and straps.

1.6.3.22.2. Individual departmental coded deposit slips in triplicate.

1.6.3.22.3. Timely research and responses to all inquiries, regardless of amount, relating to deposit corrections, i.e. twenty-four (24) hour notification of deposit differences.

1.6.3.22.4. Services for issuing approximately 10 locked deposit bags.

1.6.3.22.5. Services for issuing approximately 100 clear plastic secure deposit bags per month for UNM Main Campus and 1,048 per month for the Hospital.

1.6.3.23. **Bank Contact Personnel:** The financial institution will have available qualified customer service oriented personnel in each department to answer question concerning the various components of banking services covered in this RFP and provide documentation in a timely manner. The offeror shall provide this information as a part of the response.

1.6.3.24. **Lockbox Processing:** UNM Main Campus requires lockbox processing for accounts receivable related to clinical operations at UNM's Health Sciences Center. Proposals should reflect the financial institution's capabilities and associated fees for providing this service to UNM. Proposals should also indicate required invoice formatting and encoding, if any.

UNM Hospital requires two lockboxes: (1) A patient lockbox to; deposit patient payments; have electronic capability of producing an 835 remittance advice; ability to send copies of checks with correspondence accompanying checks to the hospital; website access to see copies of deposited checks; printing capability of deposited checks from website; monthly CD with copies of checks deposited. (2) a "PO" lockbox for depositing insurance payments; ability to send copies of checks with remittances/EOB's to hospital; ability to send correspondence accompanying checks to hospital; website access to see copies of deposited checks; printing capability of deposited checks from website; monthly CD with copies of checks deposited.

1.6.3.25. **Investment Services:** The management of UNM's investments is not included as part of this Request for Proposal for banking services.

1.7. **OPTIONAL SERVICES:** UNM is interested in obtaining information on additional services and fee structures that may be advantageous.

- 1.7.1. **PROMOTING DIRECT DEPOSIT:** Assist UNM in marketing and promoting the electronic direct deposit payroll program to UNM's employees. For those employees unable to accept a direct deposit, please offer a paper-less alternative.
 - 1.7.2. **OTHER OPTIONAL SERVICES**
 - 1.7.3. Offerors may submit proposal(s) for any additional services and associated fees to be offered to UNM that are not specified in this RFP.
- 1.8. **COMPENSATION:** Compensation is to be established on a fee-for-service basis. The fee for banking services, fees for use of equipment, and all other identified fees are to be itemized and invoiced monthly. Alternative methods of compensation may be proposed if desired, but will only be considered if found to be in the best interest of UNM. A fee schedule as related to the account and services diagram on page 3 **MUST BE ATTACHED TO THE RFP RESPONSE. FAILURE TO SUBMIT A FEE SCHEDULE WILL BE GROUNDS FOR DISQUALIFICATION FROM THE RFP EVALUATION PROCESS.**
- 1.9. **Period of Contract:** The term of the resultant Price Agreement(s) arising from this proposal shall be for an initial term of one (1) year with the option to renew as provided for in NMSA 13-1-150 (Multi-Term Contract).

2. **SECTION II. PROPOSAL FORMAT AND ORGANIZATION**

The proposal must be organized and indexed in the following format and contain the following:

- 2.1. Responses should be prepared simply and economically, providing a straightforward and concise description of the offeror(s) capabilities to satisfy the requirements of this request. Emphasis should be placed on comprehensiveness of services offered and clarity of content. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible, and should not exceed 60 single sided, 8 ½ x 11 inch paper (excluding exhibits, samples, or other attachments in a font not smaller than 10). Number each page ____ of 60 total pages and include your firms' name.
- 2.2. Transmittal Letter
 - 2.2.1. Identify the submitting organization
 - 2.2.2. Identify the name and title of person authorized to contractually obligate the organization.
 - 2.2.3. Identify the name and title of person authorized to negotiate the contract on behalf of the organization, if different than above.
 - 2.2.4. Name of contact person, telephone number for clarification purposes.
 - 2.2.5. Indicate acceptance of all terms and conditions, or exceptions thereof. Acknowledge receipt of any addenda to this proposal, if applicable.
 - 2.2.6. Table of Contents
 - 2.2.7. Proposal Summary (Optional)
 - 2.2.8. Response to Specification

- 2.2.9. Business Specifications
- 2.2.10. Cost Response
- 2.2.11. Response to Terms and Condition/exceptions/etc.
- 2.2.12. Other supporting information, if any.

3. SECTION III. EVALUATION CRITERIA

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Submittals should completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible. UNM shall have the right to obtain, from any and all sources, information concerning an offeror that is deemed pertinent to the RFP and to consider such information in the evaluation of the offeror's proposal. Finalist may be invited for oral presentations and demonstrations for the purposes of clarification and to obtain a better understanding of the proposal at UNM's sole discretion at a date and time to be determined.

Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3.1. Capacity, Capability, Knowledge, Background, Experience and Customer Service (40 Points Possible)

- 3.1.1. Demonstrated qualifications and experience of the offeror to provide Bank services including the ability to handle the cash management requirements, transaction volumes of UNM, report and reconciling requirements, and the relevant experience and qualification of the individuals who will perform the work.
- 3.1.2. The purpose of the offeror capacity, capability, knowledge, background and experience criteria are to determine the ability of the offeror responding to this Request for Proposals. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.
 - 3.1.2.1. State the point by point (Section I) format the experiences that indicate the qualifications of the your company to provide the goods and services requested in this Request for Proposal.
 - 3.1.2.2. Explain in narrative form your approach to this agreement. Discuss how your firm will perform the proposed services identified in this RFP, and the anticipated level of effort.
 - 3.1.2.3. Describe the types of services that would be provided during this agreement.
 - 3.1.2.4. Describe your approach and commitment to customer service for UNM and our customers which include students, employees, vendors, etc.
 - 3.1.2.5. Describe your experience in providing these types of services. Give specific examples of prior projects of similar scope and nature.
 - 3.1.2.6. Provide no less than three (3) references of customers you have extended into an agreement within the last three (3) years who can verify the quality of service your company provides. Indicate if the agreement(s)

are still active and if not, why not? Company name, address, contact person and title, phone, contract period and scope of work estimated price and actual billed price must be included. One (1) of the references shall be similar in size to UNM and scope of work as called for in this RFP.

- 3.1.2.7. Provide no less than two (2) references from subcontractors who work for you. Company name, address, contact person and title, phone, and scope of work

3.2. Financial Stability (20 Points Possible)

- 3.2.1. Financial strength of the offeror as indicated by the most recent regulatory quarterly risk assessment report submitted to UNM, the level of unimpaired capital and surplus, the ability of the offeror to meet the collateral requirements and the quality of collateral which will be available for pledging, and other information such as annual reports or federal or State regulatory reports the offeror can provide.

- 3.2.1.1. Include the prior two years audited financial statements and the most recent tier 1 capital ratio as reported to federal banking regulators. Provide any additional information that you consider pertinent to this Request for Proposal.

- 3.2.1.2. Describe the institution, its age, organization, officers, number of employees, and operating policies that would affect this contract. State the numbers of years the institution has been continuously engaged in business. Provide a brief narrative describing the history of your firm. Identify if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

3.3. Proposed Implementation Plan (20 Points Possible)

- 3.3.1. Technical capabilities of the offeror in handling of this account as measured by the depth of support staff, the types of equipment and systems available for providing banking, credit card and other related services, electronic communications capabilities and funds transfer facilities.
- 3.3.2. Describe proposed staffing/organization and internal controls to be use during the course of the agreement.
- 3.3.3. State the name, title or position, and telephone number of the individual who would have primary responsibility for the potential agreement resulting from this RFP.
- 3.3.4. Identify processing locations.

3.4. Fees Plan (20 Points Possible)

- 3.4.1. Submit a dollar fee schedule based on the account structure and existing services in section 1.6.2..

- 3.4.2. Describe any proposed enhancements to existing services.
- 3.4.3. Describe sweep account options and related fees (if sweep pricing is separate from other account services).

3.5. Evaluation Criteria Summary:

The following is a summary of the evaluation factors and the weighted value assigned to each.

Capacity, Capability, Knowledge, Background, Experience and Customer Service		40	Points Possible
Financial Stability		20	Points Possible
Proposed Implementation Plan		20	Points Possible
Fees		20	Points Possible
		100	Total Possible Points

NOTE: UNM reserves the right to negotiate the final fees and cost.

SECTION IV. ADDITIONAL INSTRUCTIONS TO OFFERORS

- 4.1. **QUESTIONS:** Potential Offerors may submit written questions as to the intent or clarity of this RFP. All questions including technical questions must be submitted electronically and should be emailed to eybarra@unm.edu. The response to the written questions and any modifications and/or clarifications will be placed on line under LoboSource as addenda and will become part of this RFP file. The questions and answers will not indicate any reference to the Offeror that submitted the question(s). Written questions may be submitted until close of business September 21, 2011.
- 4.2. **AUTHORIZED SIGNATURE PAGE:** Review and submit the Authorized Signature Page attached hereto as Exhibit A
- 4.3. **SMALL AND DISADVANTAGED BUSINESS CERTIFICATION FORM:** Review and submit the Small and Small Disadvantaged Business Certification Form attached hereto as Exhibit B.
- 4.4. **CONFLICT OF INTEREST CERTIFICATION FORM:** Review and submit Conflict of Interest Certification Form attached hereto as Exhibit C.
- 4.5. **ACKNOWLEDGEMENT OF ADDENDA:** RFP Addenda are posted on the UNM LoboSource website, and delivered, via automated process, to each Offeror who has

registered for the RFP or who has been invited to bid. Offerors must acknowledge receipt of any and all RFP Addenda by listing the number of and date of each RFP Addenda in the space provided on the response form as set forth in Section VIII herein.

- 4.6. **ALTERNATE OFFERS:** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the brand used to identify the quality of the goods and/or services requested and desired. UNM reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offered. References of current users should be included. If the item(s) offered are not clearly identified as alternate item(s), it is understood that the offer is for item(s) exactly as specified in this RFP.
- 4.7. **AWARD INFORMATION:** Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>
- 4.8. **CANCELLATION:** UNM reserves the right to cancel without penalty, this RFP, the resultant contract/purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
- 4.9. **CASH DISCOUNTS:** UNM will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
- 4.10. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the UNM Contract Specialist stated on the cover sheet of this RFP, the UNM Associate Director of Purchasing, the UNM Purchasing Manager, or the UNM Chief Procurement Officer (UNM Authorized Representative). Offerors should submit technical clarifications to the UNM employee listed on page one of the RFP cover sheet. Based on the Offeror questions, if UNM elects to submit "clarifications," it will do so in writing as an addendum to this RFP.
- 4.11. **COPIES OF OFFER:** Please submit the number of originals, copies and cd's/DVD's as set forth on the cover sheet. Proposal submitted via LoboSource must be in PDF format.
- 4.12. **LATE SUBMISSIONS:** Late submissions of offers will not be accepted unless UNM determines that late receipt arose solely due to error by UNM or that the offer is the only responsive offer received. Unaccepted late submissions will be returned unopened.
- 4.13. **MODIFICATIONS:** UNM will accept offer amendments or modifications if received prior to the Proposal Deadline. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
- 4.14. **OFFEROR CONTACT INFORMATION:** The Offeror must include a contact person's name, address, a local or toll-free number and e-mail address to ensure that UNM representatives will be able to communicate with Offeror with respect offer clarification

and other RFP matters. Failure to do so may result in the offer being classified as non-responsive.

- 4.15. **OWNERSHIP OF PROPOSALS:** All documents submitted in response to the RFP shall become property of UNM.
- 4.16. **PERIOD FOR OFFER ACCEPTANCE:** Offeror agrees that any offer made will be good for a period of ninety (90)-calendar days or such longer time as may be set forth in Section I RFP Scope of Work.
- 4.17. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. The resulting contract, price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)
- 4.18. **REJECTION OF OFFERS:** UNM reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.
- 4.19. **SUBMISSIONS OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offers request and expense. Submissions made via LoboSource shall be in PDF format.
- 4.20. **TAXES:** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/>.
- 4.21. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION V. STANDARD TERMS AND CONDITIONS. UNM's purchase(s) of materials and/or services awarded under this RFP are subject to UNM's Standard Terms and Conditions, set forth below and as set forth in UNM's Purchase Order, as well as any additional terms and conditions set forth in this RFP. Offerors may submit in writing alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNM. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. UNM reserves the right to negotiate with an

Awardee (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the Awardee's Proposal will be incorporated into any resulting contract. Should an Offeror object to any of the UNM Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offeror's proposal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to UNM's terms and conditions incorporated into this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the Proposal will not be entertained by UNM at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

UNM reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNM. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNM and the Awardee and shall not be deemed an opportunity to amend the Offeror's proposal.

5.1 ****ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud.

5.2 Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

5.3 **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

Address if notice delivered to physical location:

The University of New Mexico Purchasing Department
UNM Business Center, Suite 2600
(Southeast Corner of Lomas and University)

- 5.4 ****AGREEMENT:** Any resultant Purchase Order award as a result of this solicitation shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant purchase agreement will be listed explicitly on the front side of the Purchase Order, or incorporated by implication by the terms of this RFP. Any terms inconsistent with or in addition to this RFP proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
- 5.5 ****ASSIGNMENT:** This Purchase Order is assignable by the University. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.
- 5.6 **BRAND NAME:** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Reference 4.6 "Alternate Offers" if submitting alternate offers. Failure to do so may cause offer to be declared non-responsive.
- 5.7 **CANCELLATION:** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.
- 5.8 ****CHANGES:** The University may make changes within the general scope of resultant Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.
- 5.9 **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.
- 5.10 ****CONFLICT OF INTEREST:** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel,

honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.

- 5.11 **CONFLICT OF INTEREST FORM:** Offeror is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM (Exhibit B). Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.
- 5.12 **COST ANALYSIS/BREAKDOWN REQUIRED:** A cost analysis or breakdown of the offered cost may be required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total offered cost will not be considered confidential. UNM Purchasing Regulations 11.6.3.
- 5.13 **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated on the cover sheet, please state your earliest delivery date in your offer.
- 5.14 **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University shall examine the Seller's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
- 5.15 ****DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.
- 5.16 ****ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS:** Each party represents that neither it nor any of its management or any other employees or independent

contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

- 5.17 ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.
- 5.18 **FINANCIAL STATEMENT REQUIRED:** All Offerors may be required to submit with their offer an audited Financial Statement from the end of their most recent fiscal year.
- 5.19 ****F.O.B.:** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.
- 5.20 **** GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
- 5.21 ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.
- 5.22 ****INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees

from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller. Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 Et Seq. NMSA 1978, as amended.

- 5.23 ****INDEPENDENT BUSINESS:** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all Federal, State and Local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.
- 5.24 ****INSPECTION:** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the Specifications.
- 5.25 **INSPECTIONS, SELLER:** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under the RFP.
- 5.26 ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.
- 5.27 **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements set forth in Exhibit D, labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.
- 5.28 **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly

engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to the University's authorized representative.

- 5.29 **NON-CONSTRUCTION SUBCONTRACTORS:** Any work subcontracted by the Seller shall require the prior written approval of the subcontractor by the University. Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.
- 5.30 **OPTION TO RENEW:** The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interest of the University. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms Per 13-1-150.
- 5.31 **OSHA REGULATIONS:** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold the University free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.
- 5.32 ****OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
- 5.33 **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packing Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All materials returns will be at the Seller's expense.
- 5.34 ****PATENT AND COPYRIGHT INDEMNITY:** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.
- 5.35 ****PAYMENT TERMS:** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.
- 5.36 ****PAYROLL OR EMPLOYMENT TAXES:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and

pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

- 5.37 ****PENALTIES:** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
- 5.38 **POTENTIAL COSTS-UNSPECIFIED:** The Seller shall include in the offer all material and labor costs know to be required to complete the work under this RFP including and materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.
- 5.39 **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably like to be selected for award. The University is under no obligation to conduct discussions with any or all Offerors.
- 5.40 **REFERENCES REQUIRED:** The Offeror must furnish a minimum of THREE (3) references of organizations and/or businesses that Offeror has provided with similar services as well as two (2) references of manufacturers for whom you resell products. The organization's name, a contact, a telephone number and a brief description of the services provided are required for each reference. Failure to submit the information may result in the Offeror's proposal being considered as non-responsive. UNM may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The UNM Purchasing Department will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 13-1-83 and Section 13-1-85 NMSA 1978.
- 5.41 **REIMBURSABLE TRAVEL AND LIVING EXPENSES:** Any pre-negotiated travel and living expenses that Offeror may incur in providing UNM services pursuant to an Agreement, are limited to reimburse for the actual cost of commercial "coach" airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per UNM's web site: <http://www.unm.edu/~purch/priceagree.html> . UNM will not reimburse for any other travel and/or living expenses.
- 5.42 **REPLACEMENT PARTS:** The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.

- 5.43 **RIGHT TO PROTEST:** The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department's Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.
- 5.44 **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
- 5.45 ****SELLER'S EMPLOYEES AND AGENTS:** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of this Purchase Order.
- 5.46 **SELLER GUARANTEE:** The Seller shall guarantee all materials, equipment and workmanship furnished and/or installed under this RFP to be free of defects and shall agree to replace solely at Seller's expense, any and all defective equipment, parts, etc., within a one-year period after the date of acceptance of the items and/or installation by the University, unless otherwise agreed to in writing at time of the award.
- 5.47 ****TERMINATION AND DELAYS:** The University may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

- 5.48 ****TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.
- 5.49 ****WARRANTIES:** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
- 5.50 **WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.
- 5.51 ****WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.
- 5.52 **GRAMM-LEACH-BLILEY ACT:** Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implements appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the University covered Customer Information and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the University to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University.

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EXHIBIT A

AUTHORIZED SIGNATURE PAGE

SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFB:

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

New Mexico State Preference Number (Pursuant to Sections 13-1-1, 13-1-21.2 & 13-4-2 NMSA 1978, Offerors Claiming 5% Preference Must be Certified Prior to IFB Opening):

- Resident Business: Pref. Number _____
- Resident Manufacturer: Pref. Number _____
- Resident Contractor: Pref. Number _____
- New York state business enterprise: Yes _____ No _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the IFBder has examined this IFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. IFBder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this IFP and at the prices stated within the IFP.

The undersigned further states that the company submitting this IFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this IFB.

COMPANY NAME

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT B: SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

- 1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
- (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
- (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____

Street Address: _____ County: _____ City: _____ State: _____ Zip Code: _____

Is this firm a (please check): ☐ Division ☐ Subsidiary ☐ Affiliated? Primary NAICS Code: _____

If an item above is checked, please provide the name and address of the Parent Company below: _____

Check All Categories That Apply:

Signature and Title of Individual Completing Form: _____

- ☐ 1. Small Business
- ☐ 2. Small Disadvantaged Business (Must be SBA Certified)
- ☐ 3. Woman Owned Small Business
- ☐ 4. HUBZone Small Business Concern (Must be SBA Certified)
- ☐ 5. Veteran Owned Small Business
- ☐ 6. Disabled Veteran Owned Small Business
- ☐ 7. Historically Black College/University or Minority Institution
- ☐ 8. Large Business

Date _____

Please return this form to:
The University of New Mexico
Purchasing Department
MSC01 1240
Albuquerque, NM 87131
505-277-2036 (voice)
505-277-7774 (fax)

NOTE:
This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

1 THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT C

THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Regent of The University of New Mexico (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any University of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the IFB or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to The University of New Mexico Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the IFB or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name: _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989:
 - 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

EXHIBIT D

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of the University of New Mexico, the University of New Mexico, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total maximum of \$1,250,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 Et.Seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$200,000 Each Occurrence

SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.