

Bernalillo County

Request for Proposal # 14-22-NH

Unclaimed and Indigent Cremation Services



Non-Mandatory Pre-proposal MS Teams Meeting: Thursday, September 9, 2021 11:30am
(local time)

Deadline for Receipt of Proposals: September 22, 2021 at 4:00 p.m. (Mountain Daylight Time)

The County eProcurement System will not allow Proposals to be submitted after this date and time.

Prepared by:
Bernalillo County
Purchasing Section
September 2021

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Purchasing Section (“Purchasing” or Purchasing Section”) of the Bernalillo County Procurement and Business Services Department is soliciting proposals for the cremation and burial services of unclaimed and/or indigent decedents in accordance with 24-12-1 to 24-13-7 NMSA 1978, attached hereto as Attachment A.

B. SUMMARY SCOPE OF WORK

The Bernalillo County (“County”) Purchasing Section is soliciting proposals from Offerors for retrieval, storage, cremation and burial of deceased individuals who are indigent and/or unclaimed as provided for by NMSA 1978, Section 24-12-1 to Sections 24-13-3 and as directed by the County and further described in Section IV. For the purpose of this solicitation, unclaimed bodies are those bodies identified by NMSA 1978, Section 24-31-1. Indigents are defined as deceased individuals whose estate is insufficient to cover the cost of burial or cremation.

Bernalillo County has averaged 151 indigent and unclaimed bodies per year since 2014.

C. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Nate Hopkins, Purchasing Administrator
Bernalillo County Purchasing
415 Silver Ave. SW, 6th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 448-1066
Fax: (505) 468-7067
E-mail nhopkins@bernco.gov

D. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“Addendum” means a change, addition or supplement to the information provided in this RFP document.

“Agreement” means a duly executed and legally binding contract.

“Contractor” means successful Offeror.

“Confidential” shall mean confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7 or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“County” shall refer to the County of Bernalillo, New Mexico.

“Central Purchasing Office” means the County Purchasing Section.

“County Purchasing Section” means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

“Local Business Preference” means a business that holds a valid Resident Business/Contractor certificate issued by the State of New Mexico Taxation and Revenue Department and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis. If necessary, the County may seek additional information or proof to verify eligibility for the Local Business Preference, pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Notice of Award” shall mean a formal written notice by the Purchasing Section.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Ordinance” means the Bernalillo County Procurement Ordinance, Chapter 2, Article V, Division 1 – 3 (§2-356 through 2-402).

“Pay Equity Preference” means any business that maintain a zero percent (0%) deviation between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by the Offeror.

“Preference Limitations” means the total amount of all preferences applied including the applicable State of New Mexico preferences, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State of New Mexico preferences as set forth under the New Mexico State Procurement Code. When applying the Bernalillo County preferences as set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed \$150,000.00.

“Procurement Manager” means the person or designee authorized by the Purchasing Section to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Resident Business Preference” means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367 but does not include a resident veteran business.

“Resident Veteran Business Preference” means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Responsible Offeror” means a business entity or individual who has the ability to fulfill the solicitation expectations and requirements, including but not limited to financial and technical capacity to perform the requirement of the solicitation and subsequent Contract.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements and all of its requirements including all form and substance.

“Selection Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

“Small Business Preference” means a business that has a Local Business Preference eligibility documentation as well as an affidavit from a Certified Public Accountant (CPA) affirming that the business employs an average of fewer than 50 full-time employees in a calendar year. Ordinance 2-367.

“User Department” means a County department, office, unit or staff member for which procurement services are provided.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	County Purchasing Section	September 2, 2021
2.	Non-mandatory conference Via MS Teams	Purchasing, /Selection Committee, Offerors	September 9, 2021
3.	Deadline to Submit Questions, due 10:00 a.m.	Potential Offeror	September 10, 2021
4.	Response to Written Questions/RFP	Purchasing, /Selection Committee	September 14, 2021
5.	Submission of Proposal	Offerors	September 22, 2021
6.	Proposal Evaluation	Selection Committee	Late September 2021
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Section	Late September 2021
8.	Interviews (if applicable)	Selection Committee, Finalists	October 2021
9.	Contract Negotiations	Purchasing /Selection Committee	October 2021
10.	Award	Bernalillo County Commission	October 2021

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document - This RFP is issued by the Purchasing Section in accordance with the provisions of Ordinance §2-365 and 2-395. The Purchasing Section is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected. Additional copies of the RFP can be obtained from the Procurement Manager. In
2. Pre-Proposal Conference - A Non-Mandatory pre-proposal conference will be held as indicated in the sequence of events beginning at 11:30 a.m. Mountain Standard Time/Daylight Time on MS Teams only To participate, join the meeting by phone, (Dial-in Number): 1-505-225-7962 Conference ID: 903159135 #

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.
3. Questions/Clarifications Prior to Pre-Proposal Conference - **Potential Offerors are encouraged to submit written questions in advance of the conference at <https://bernco.bonfirehub.com/Opportunities>.** Perspective Offerors must register with the County's public purchasing portal at <https://bernco.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A at <https://bernco.bonfirehub.com/Opportunities>. **The County will not accept any communications by any other means, except as specifically stated in this RFP.**

The identity of the perspective Offeror submitting the question(s) will not be shared. All written questions will be addressed at the conference. A public log will be kept of the names of perspective Offerors that attended the conference.

3. Response to Written Questions - An Addendum will be issued in response to written questions. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP.
4. Deadline to Submit Additional Written Questions - Prospective Offerors may submit additional written questions via the County's public purchasing portal at <https://bernco.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A <https://bernco.bonfirehub.com/Opportunities> until 10:00AM Mountain Standard Time/Daylight Time as indicated in the sequence of events. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis for the question.
5. Response to Written Additional Questions - An Addendum will be issued in response to additional written questions and will be distributed to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP. The identity of the perspective Offeror submitting the question(s) will not be shared.
7. Submission of Proposal – All Offeror proposals must be received for review and evaluation, no later than **4:00 PM Mountain Standard Time/Daylight Time September 22, 2021**. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://bernco.bonfirehub.com/login>. If you do not have a username and password, please register as this is the only method to submit electronically at <https://bernco.bonfirehub.com>, on the Portal.

All proposals must be received by the County's Purchasing Section as specified herein. Failure to comply with the submission requirements shall be cause for the County to deem the proposal submittal nonresponsive.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Section.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process,

the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview, negotiation process or award. Finalists will be those Offerors whose proposals have been selected to continue in either the interview, negotiation process or award. Non-finalists are those Offerors whose proposals have not been selected to continue in either the interview, negotiation process or award.
4. Best and Final Offers – Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Revisions may be for clarification of the proposal or to get the best price or for both. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Section. Interview scoring will total 100 points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Procurement Ordinance, §2-385, §2-367 and applicable procurement regulations, any Offeror who is aggrieved in connection with a solicitation, application of preferences and or award of an Agreement may protest to the Procurement and Business Services Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Dinah Esquivel, Procurement and Business Services Director
Purchasing Section, 6th floor
415 Silver Ave. SW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - 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. Application of Preferences - To ensure adequate consideration and application of Preferences pursuant to §13-1-21, NMSA 1978 and Ordinance 2-367, Offerors must include a copy of their State of New Mexico preference certificate and any additional documentation required for the County preferences with their proposal. Offerors are not eligible to receive both a Resident Business/Contractor Preference and a Resident Veteran Business/Contractor preference. The Preferences shall not apply when the expenditures for this RFP includes federal funds. See Appendix B for explanation and application for Preference eligibility.
4. Pay Equity Documentation - **All Offerors shall include with their proposal submittal, a Pay Equity Reporting Form, or valid Pay Equity Business Certificate, which can be accessed at www.berncogov/general-services/pay-equity.aspx.**

Offerors who are located out-of-state or have no facilities and no employees working in the State of New Mexico are not required to report pay equity data but must verify their out-of-state status on the Pay Equity Reporting Form. Failure to provide a Pay Equity Reporting Form at the time of submission may result in the Offer being deemed nonresponsive. The County may allow for a revised Pay Equity Reporting Form to be submitted by the Offeror within 24 business hours of the proposal due date and time if; (i) the originally submitted form requires a technical change; or (ii) the Offeror fails to include a Pay Equity Reporting Form at the time of submission, provided that the Offeror submits the Pay Equity Reporting Form within the 24 hour business period.

NOTE: THE REQUIRED PAY EQUITY REPORTING FORM IS NOT A PAY EQUITY BUSINESS CERTIFICATE, NOR DOES IT QUALIFY AN OFFEROR FOR THE PAY EQUITY PREFERENCE. FOR QUESTIONS ON HOW TO OBTAIN A PAY EQUITY BUSINESS CERTIFICATE AND QUALIFY FOR THE PREFERENCE, PLEASE CONTACT THE PAY EQUITY ADMINISTRATOR BY TELEPHONE: (505) 768-3512 OR EMAIL: oei@cabq.gov.

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFP; payments to a subcontractor(s) is the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFP.
6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Section personnel will not collate or assemble proposal materials.
7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
8. Offerors Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Section. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is

at the discretion of the Director of the Purchasing Section.

9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

11. Cancellation - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Section determines such action to be in the best interest of the County.
12. Sufficient Appropriation - Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effective by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the Contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

13. Code of Conduct - The successful Offeror shall abide by the Code of Conduct (http://www.bernco.gov/code_of_conduct) of the County as it applies to the successful Offeror's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).
14. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section VI.
15. Standard Agreement - A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will

be incorporated into and become part of the Agreement.

16. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Ordinance §2-358 (oo) and (pp).
17. Right to Waive Minor Irregularities - The Purchasing Section reserves the right to waive minor irregularities. The Purchasing Section also reserves the right to waive mandatory requirements if 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 Purchasing Section.
18. Notice - The County Ordinance and the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
20. Ownership of Documents - Any specifications, and other project documents are the property of the County.
21. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. Proposal Firm Offer - It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. Responses to this RFP will be considered firm for that time frame. The anticipated Agreement term is for four (4) years with the option to renew for four (4) years. The entire Agreement shall not exceed eight (8) years, including all renewals.
23. Insurance Requirements - Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 15, attached hereto.
24. Proof of licensing - The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, Contractor, etc.).
25. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% or payments made, if the information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.
26. Applicable Law - This procurement and any Agreement that may result from this

procurement shall be governed by the laws of the State of New Mexico.

27. Unfair Business Practices - A system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, §57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

The County finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

Offerors must submit with their proposal the completed "Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) proposal.

B. PROPOSAL FORMAT

Format. Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

The proposal must be limited in format and length. Length of the Proposal shall be limited to a maximum of fifty (50) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the fifty (50) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Divider pages (blank except for title information)
- Table of Contents (one page maximum)
- Submittal Letter Form
- Cost Detail
- Certificate(s) of insurance
- Resident Business Certificate
- Resident Veteran Business Certificate
- Campaign Contribution Disclosure Form
- Unfair Business Practices Disclosure Form
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE FIFTY (50) PAGE MAXIMUM.

C. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

File #1 (Mandatory)

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix C), which contains the following information:
 - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
 - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 - C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
 - D. Acknowledges receipt of any and all Addendums to this RFP;

- E. By signing the form the Offeror is explicitly indicating the following:
1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
 3. A commitment to comply and act in accordance with the following:
Federal Executive Orders relating to the enforcement of civil rights;
New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;
Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
Executive Order No. 11246, Equal Opportunity in Federal Employment;
Title 6, Civil Rights Act of 1964;
Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
 4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

3. "Campaign Contribution Form"

In accordance with APPENDIX D, Offeror's must comply with Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

4. Proposal Summary (optional)*
5. Response to Proposal Requirements (except for cost response)
6. Additional Required Materials

File #2

- a. Complete Cost Response
- b. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 and Appendix B for additional information).
- c. Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**
- d. Offeror's Additional Terms and Conditions**

*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

**If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the fifty (50)-page maximum.

IV. SCOPE OF SERVICES

Listed below (but not limited to) are the Services to be provided. The Contractor shall comply with all current and any future applicable federal, state and local laws, rules, codes, regulations, and County policies and procedures. Bernalillo County reserves the right to go beyond the scope of the contract in unusual circumstances:

1. The successful offeror must be a licensed Funeral Home and be able to perform Burial/Cremation Services on Unclaimed or Indigent decedents in Bernalillo County, State of New Mexico.
2. The successful offeror shall provide services related to the retrieval, storage, cremation and burial of deceased individuals who are indigent or unclaimed in accordance with the NMSA 1978, Section 24-12-1 to Section 24-13-3 (See Attachment A), and as directed by the County.
3. The successful offeror shall retrieve bodies within 24 hours (for homes, nursing homes, and hospice facilities) or not more than 5 business days (for OMI or other funeral homes) of notification, store bodies for a minimum of two weeks and a maximum of thirty days prior (unless otherwise determined) to cremation or interment unless otherwise directed by the County.
4. The successful offeror shall complete each death certificate and send to Bernalillo County to confirm accuracy. This will include obtaining doctor's signature on the death certificate.
5. The successful offeror shall cremate bodies within 5 business days from receipt of cremation authorization unless otherwise directed by the County.
6. Retain and store cremated remains for no less than two years in a manner that allows for identification of the cremated remains.
7. After the expiration of two years, assist the County in providing a notice of the place and manner of disposition of the cremated remains.
8. Burial of bodies when directed by the County. Burial Services up to an amount of \$600.00 shall be provided per religious requirement ONLY.
9. Contribute to Bernalillo County's annual burials; Forgotten Heroes and County Memorial. Provide at a minimum of two (2) caskets, one plot and services for both burials, including opening and closing the grave and transportation of cremated remains.
 - A. Services should include but not be limited to, full memorial service, casketing of cremated remains, audit presentation, transportation of the cremated remains to the grave site and identification of the burial for the County annual burial.
 - B. Services for Veteran's cremated remains should be coordinated with the Santa Fe National Cemetery, State of New Mexico Veteran Services and Bernalillo County and include but not be limited to, an annual memorial service, audit presentation, procession to the National Veteran's Cemetery in Santa Fe, transportation of County Officials, identification of the burial for the County annual burial.
10. Provide the storage, cremation, burial services in a manner that is consistent with the standard of care for the Funeral Home Industry in the State of New Mexico.
11. Complete a Decedent Information Form for each deceased individual.
12. Complete and return the Storage of Cremated Remains Form for each deceased individual who has been cremated with the Funeral Home to include, acknowledgement of and date of cremation. An example of this form is included as part of these procedures as Attachment B.

13. The Contractor will be required to have a twenty-four (24) hour emergency phone number where he/she can be reached with no more than a fifteen (15) minute delay in call back time.

V. SUBMITTAL REQUIREMENTS

1. General Requirements:

Offeror(s) must make a positive statement such as “meets terms and conditions”, “per terms and conditions”, or “complies with terms and conditions” for items 1 through 5 below. The Offeror may provide written documentation to demonstrate responsiveness in meeting items 1-5 below. Failure to provide positive statements may deem proposal non-responsive and proposal may be rejected.

A. The Offeror will have no less than 30 to 40 body storage refrigerators available at any given time for bodies awaiting cremation under the County’s Unclaimed and Indigent Cremation Program.

B. The Offeror’s cemeteries used for burials under the awarded contract will be located in Bernalillo County.

C. The Offeror will have the ability to open a grave for interment and fill it in after, also known as “open and close grave site”.

D. The Offeror will obtain an original Death Certificate when processing a Veteran Indigent that will be kept on file with the County.

E. The Offeror is licensed as a funeral director in the State of New Mexico and shall maintain said in good standing for the duration of the contract period.

2. Scope of Services Understanding

Offerors are to provide a detailed written narrative demonstrating their understanding of the Scope of Services as outlined in Section 4.

3. Ability to Conform to Regulations

Offerors are to provide a concise outline as to how their firm will perform the Scope of Services, in accordance with the applicable federal, state and local laws, rules, codes, regulations, and County policies and procedures.

4. Experience and Qualifications

Offerors are to provide a detailed summary of the Offeror’s qualifications, staffing and experience to include:

A. The names and number of years the firm has been in business under current or previous names or additional assumed business names.

B. The names and titles of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence.

C. Indication of who the emergency contact is with a twenty-four (24) hour emergency phone number, and the phone number, where he/she can be reached with no more than a fifteen (15) minute delay in call back time.

D. The firm, names and titles of each individual to be utilized as a sub- contractor.

5. References

Offeror shall include a minimum of **three (3) references** for which the Offeror has provided services in similar size and scope as specified in this RFP. Include:

- A. Type of service provided
- B. Contract dollar amount
- C. When service provided
- D. Names and addresses
- E. E-mail addresses
- F. Contact persons and phone numbers

6. Cemetery grounds:

- A. If cemetery is owned offerors are to provide a written narrative describing their process for maintaining cemetery grounds, to include:
 - 1) Preparation of graves including but not limited to, excavation of graves and burial functions (installing vaults, concrete crypts, and urns).
 - 2) Maintenance of cemetery grounds, including but not limited to, sodding, seeding, fertilizing, monument and marker setting, operating earth moving and lawn care equipment, and cemetery cleanup.
 - 3) Grass mowing, shrub pruning, tree trimming, spreading of pesticide/herbicide, and planting/maintaining of landscape.
 - 4) Monitoring of sprinkler system.
 - 5) Cleaning of mausoleums and statues.
- B. If cemetery is not owned offerors are to provide a written narrative describing the following for contracting with a cemetery to include:
 - 1) Offeror must have the ability to contract with a cemetery or with the County's cemetery provider to provide the services mentioned above.
 - 2) A geographical Bernalillo County site map of all cemeteries to be utilized underfor the County's Unclaimed and Indigent Program, including the physical addresses for each.

7. Transition Plan

Offeror shall describe in a written narrative their start-up/implementation plan or their transition plan if services are currently being provided by another Contractor (to include a timeline).

8. Cost of Services

Offeror shall provide a completed cost response utilizing the Cost of Services Form(Exhibit A).

VI. EVALUATION CRITERIA

A. **Selection Process:** A Selection Committee that may include internal and external members has been selected for the purposes of evaluating the proposals. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Manager a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Manager on behalf of the Selection Committee for clarification, best and final offers, finalist interviews, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

B. **Evaluation Criteria:** A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C. **Evaluation Factors:**

- | | |
|---|------------------|
| 1. Scope of Services Understanding | 20 points |
| 2. Understanding of Regulations | 20 points |
| 3. Experience and Qualifications | 15 points |
| 4. References | 10 points |
| 5. Cemetery Grounds | 10 points |
| 6. Transition Plan | 5 points |
| 7. Cost of Services | 20 points |

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (30)} = \text{Cost Score of this Offeror}$$

Total Possible Points	100 points
------------------------------	-------------------

D. **Interviews (applicable to Finalists only)**

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

E. **Application of Preferences (Point-Based):** The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the "Total Possible Points" in Section VI. C above. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3

and Appendix B, will receive additional points, which will be added to their already evaluated score.

Application of Preferences (Weight-Based): (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the “weighted points”. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3 and Appendix B, will receive additional points, which will be added to their already evaluated score.

Note: if an interview is not held, the preference points will be based on the “Total Points” of Section C only.

**SECTION VII
PROPOSED DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of October, 2021, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Unclaimed and Indigent Cremation Services , RFP No.14-22-NH, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2021, in response to RFP No. 14-22-NH, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide cremation and burial of unclaimed and/or indigent decedents services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Inferior Materials

All services, found to be inferior to the quality specified in RFP No. 14-22-NH, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (90) consecutive calendar days of the receipt of notice of rejection.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period with a four (4) year renewal option, unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
415 Silver Ave. SW, 6th Floor
Albuquerque, NM 87102

The official address of the Contractor is:

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered, the sum of \$_____ or at the rates listed in Exhibit ____, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, 415 Silver Ave. SW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to

employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

13. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

14. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Section, 415 Silver Ave. S.W., 6th Floor, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1 Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers’ Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations: \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

3 Pollution Legal Liability - \$1,000,000 Each Occurrence (If Applicable)

4 Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence. (If Applicable)

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

5 Independent Contractors: Included

6 Contractual Liability: Included in Commercial General Liability

7 Professional Liability: (if applicable) \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

19. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

20. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.bernco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. Unfair Business Practices

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

- A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B
- B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.
- C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

33. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

35. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

APPROVED AS TO FORM

BERNALILLO COUNTY

County Attorney Date

County Manager Date

CONTRACTOR

Signature Date

By: _____
Title

NM Taxpayer Identification Number

Federal Taxpayer Identification No.

SIGNATURE PAGE

Motion to approve _____, this _____ day
of _____, 201____.

BOARD OF COUNTY COMMISSIONERS

Charlene E. Pyskoty, Chair

Steven Michael Quezada, Vice Chair

Debbie O'Malley, Member

Adriann Barboa, Member

Walt Benson, Member

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Linda Stover, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number

APPENDIX A
Final Ranking

Rankings for the evaluation of written proposals are weighted 45% and rankings from the interviews are weighted 55% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

<u>Proposal Submittal (45%)</u>		<u>Interview (55%)</u>	<u>Final Ranking</u>
Firm A 1 st	3 rd	$(1 \times .45) + (3 \times .55) = 2.1$	3
Firm B 3 rd	1 st	$(3 \times .45) + (1 \times .55) = 1.9^*$	1
Firm C 2 nd	2 nd	$(2 \times .45) + (2 \times .55) = 2.0$	2

*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 rd	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

APPENDIX B

Application of Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended) and County Ordinance 2-367 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

Offerors must submit a valid preference certificate issued by the Taxation and Revenue Department with their Proposal. If the required preference certificate is submitted, the following preferences shall apply:

- State Resident Business: means a business that has a valid Resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.
- State Resident Veteran Business: means a Business that has a valid Veteran Resident Business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.

Application of Preferences (Point-Based)

- five (5) percent of the total possible points (State Resident Business)
- ten percent of the total possible points (State Resident Veteran Business)

Application of Preferences (Weight-Based)

- five (5) percent of the total weight (State Resident Business)
- ten percent of the total weight (State Veteran Resident Business)

Offerors are not eligible to receive both a Resident Contractor preference and a Resident Veteran Contractor preference.

County Preferences shall be applied as follows:

- Local Business means a business that holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978 and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis, subject to verification by the County.
 - five percent shall be applied to a qualified proposal.
- Small Business shall mean a Local Business which employs an average of fewer than fifty (50) full-time employees in a calendar year, which number shall be verified by **submission of an affidavit from a Certified Public Accountant**.
 - five percent shall be applied to a qualified proposal.
- Pay Equity Business means any business that maintains a zero percent (0%) deviation of between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by each Offeror. For purposes of this definition, comparable positions are those listed in the Job Classification Guide 2010 (as may be updated and amended from time to time) published by the federal Equal Employment Opportunity Commission.

The City of Albuquerque ("COA"), Bernalillo County, and the Albuquerque Bernalillo County Water Utility Authority have created a collaborative Gender Pay Equity Initiative.

To be eligible for the Pay Equity preference, the Offeror must, at the time of RFP submittal, hold a valid Pay Equity Business Certificate ("Certificate) issued by the City of Albuquerque.

The Certificate will be issued upon completion of a signed Pay Equity Reporting form, which must be submitted with the proposal. See Section II.D.4 for additional information.

- five percent shall be applied to a qualified proposal that at the time of submittal holds a valid Pay Equity Business Certificate issued by the COA on behalf of the County.

If necessary, the Central Purchasing Office may seek additional information or proof to verify a local business eligibility for a local preference.

Only the Offeror submitting proposal and not a subcontractor may qualify for a preference.

Limitation (percentage): The total amount of all preferences applied including the applicable State preference, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State preferences as set forth under the New Mexico State Procurement Code.

County Preference Limitation (dollar amount): When applying the County preferences, the total dollar amount of County preferences shall never exceed \$150,000.00.

Protests: The procedures provided in the Ordinance governing protests and judicial review apply to a protest concerning the awarding of a Contract in violation of eligibility and application of the preference.

Application of preferences shall not apply when the expenditure includes federal funds for the specific purchase is involved, or when the expenditure of grant funds includes a condition of which prohibits a local preference.

EXHIBIT A

COST OF SERVICES

All cost responses must be in accordance with NMSA 1978, Sections 24-13-3 & 24-31-4.

The County makes no specific guarantee as to the actual number of cases approved during the contract period since there may be more or less than the quantities listed in this bid.

The costs shall remain firm for the contract period and be in accordance with the specifications contained in RFP.

Cremations and/or burials are a total cost basis, and shall be all inclusive to include all costs, including labor, materials, supplies, equipment, permit, and fees, fuel, transportation, scattering of ashes, embalming, plot, opening and closing of grave, etc., for each Pricing Structure

The total of Pricing Structures 1 through 5 will be used to calculate the Cost Response Score.

1. Cremation Pricing Structure for 0 - 299 LBS

- b. Removal from place of demise in Bernalillo County**
- c. Death Certificate**
- d. Storage of Body prior to Cremation**
- e. Cremation**
- f. Storage of Remains**

TOTAL COST (excluding NMGRT) \$ _____

2. Burial Pricing Structure 0 – 299 LBS

- a. Removal from place of demise in Bernalillo County**
- b. Death Certificate**
- c. Storage of Body prior to Burial**
- d. Burial**
- e. Open and Closing of Grave**

TOTAL COST (excluding NMGRT) \$ _____

3. Cremation Pricing Structure 300+ LBS

- a. Removal from place of demise in Bernalillo County**
- b. Death Certificate**
- c. Storage of Body prior to Cremation**
- d. Cremation**
- e. Storage of Remains**

TOTAL COST (excluding NMGRT) \$ _____

4. Burial Pricing Structure 300+ LBS

- a. Removal from place of demise in Bernalillo County
- b. Death Certificate
- c. Storage of Body prior to Burial
- d. Burial
- e. Open and Closing of Grave

TOTAL COST (excluding NMGRT) \$ _____

5. Shipping Costs of Cremains

- a. Shipping of one cremain to any US destination
- b. Including Insurance of \$1000
- c. Tracking of shipment

TOTAL COST (excluding NMGRT) \$ _____

TOTAL OF PRICING STRUCTURES 1 THROUGH 5 ABOVE \$ _____

ATTACHMENT A
NMSA 1978 UNANNOTATED
CHAPTER 24. HEALTH AND SAFETY
ARTICLE 12. DISPOSITION OF DEAD BODIES

24-12-1. Notification of relatives of deceased; authorization of person designated on record of emergency data form to direct burial; unclaimed decedents.

A. State, county or municipal officials having charge or control of a body of a dead person shall use due diligence to notify the relatives of the deceased.

B. If the decedent died while serving in any branch of the United States armed forces, the United States reserve forces or the national guard, during any period of duty when the secretary of the military service concerned can provide for the recovery, care and disposition of remains, and the decedent [decedent] completed a United States department of defense record of emergency data form or its successor form, the authority to direct the burial of the decedent or to provide other funeral and disposition arrangements for the decedent devolves on the person designated by the decedent pursuant to that form.

C. If no claimant is found who will assume the cost of burial, the official having charge or control of the body shall notify the medical investigator stating, when possible, the name, age, sex and cause of death of the deceased.

D. The body shall be embalmed according to rules of the state agency having jurisdiction. After the exercise of due diligence required in Subsection A of this section and the report to the medical investigator required in Subsection C of this section, the medical investigator shall be furnished detailed data demonstrating such due diligence and the fact that no claimant has been found. When the medical investigator has determined that due diligence has been exercised, that reasonable opportunity has been afforded relatives to claim the body and that the body has not been claimed, the medical investigator shall issue a certificate determining that the remains are unclaimed. In no case shall an unclaimed body be disposed of in less than two weeks from the date of the discovery of the body.

History: Laws 1941, ch. 148, § 1; 1941 Comp., § 71-501; 1953 Comp., § 12-7-1; reenacted by Laws 1973, ch. 354, § 1; 1977, ch. 204, § 1; 1999, ch. 241, § 1; 2011, ch. 22, § 1.

24-12-2. Disposition of unclaimed body; transmission of records of institution.

A. Upon the issuance of his certificate that the remains are unclaimed, the medical investigator shall retain the body for use only for medical education or shall certify that the body is unnecessary or unsuited for medical education and release it to the state, county or municipal officials having charge or control of the body for burial. The state, county or municipal officials shall have the body removed for disposition within three weeks from the date on which the medical investigator released the body.

B. If the body is retained for use in medical education, the facility or person receiving the body for that use shall pay the costs of preservation and transportation of the body and shall keep a permanent record of bodies received.

C. If a deceased person was an inmate of a public institution, the institution shall transmit, upon request of the medical investigator, a brief medical history of the unclaimed dead person for purposes of identification and permanent record. The records shall be open to inspection by any state or county official or district attorney.

History: Laws 1941, ch. 148, §§ 3 to 5; 1941 Comp., §§ 71-503 to 71-505; 1953 Comp., § 12-7-2, reenacted by Laws 1973, ch. 354, § 2; 1977, ch. 204, § 2; 1999, ch. 241, § 2.

24-12-3. Penalties.

A. Any person who conducts a postmortem examination on an unclaimed body without express permission of the medical investigator is guilty of a misdemeanor and shall be punished by imprisonment in the county jail for not more than one year or by the imposition of a fine of not more than one thousand dollars (\$1,000), or both such imprisonment and fine.

B. Any person who unlawfully disposes of, uses or sells an unclaimed body is guilty of a fourth degree felony and shall be punished by imprisonment in the state penitentiary for a term of not less than one year nor more than five years or by the imposition of a fine of not more than five thousand dollars (\$5,000), or both such imprisonment and fine.

History: Laws 1941, ch. 148, §§ 2, 4; 1941 Comp., §§ 71-502, 71-504; 1953 Comp., § 12-7-4, reenacted by Laws 1973, ch. 354, § 3.

24-12-4. Post-mortem examinations and autopsies; consent required.

A. An autopsy or post-mortem examination may be performed on the body of a deceased person by a physician or surgeon whenever consent to the procedure has been given by:

- (1) written authorization signed by the deceased during his lifetime;
- (2) authorization of any person or on behalf of any entity whom the deceased designated in writing during his lifetime to take charge of his body for burial or other purposes;
- (3) authorization of the deceased's surviving spouse;
- (4) authorization of an adult child, parent or adult brother or sister of the deceased if there is no surviving spouse or if the surviving spouse is unavailable, incompetent or has not claimed the body for burial after notification of the death of the decedent;
- (5) authorization of any other relative of the deceased if none of the persons enumerated in Paragraphs (2) through (4) of this subsection is available or competent to give authorization; or
- (6) authorization of the public official, agency or person having custody of the body for burial if none of the persons enumerated in Paragraphs (2) through (5) of this subsection is available or competent to give authorization.

B. An autopsy or post-mortem examination shall not be performed under authorization given under the provisions of Paragraph (4) of Subsection A of this section by any one of the persons enumerated if, before the procedure is performed, any one of the other persons enumerated objects in writing to the physician or surgeon by whom the procedure is to be performed.

C. An autopsy or post-mortem examination may be performed by a pathologist at the written direction of the district attorney or his authorized representative in any case in which the district attorney is conducting a criminal investigation.

D. An autopsy or post-mortem examination may be performed by a pathologist at the direction of the state, district or deputy medical investigator when he suspects the death was caused by a criminal act or omission or if the cause of death is obscure.

E. For purposes of this section, "autopsy" means a post-mortem dissection of a dead human body in order to determine the cause, seat or nature of disease or injury and includes the retention of tissues customarily removed during the course of autopsy for evidentiary, identification, diagnosis, scientific or therapeutic purposes.

History: 1953 Comp., § 12-7-9, enacted by Laws 1965, ch. 86, § 1; reenacted by 1973, ch. 354, § 4; 1993, ch. 129, § 1.

ARTICLE 12A. CREMATIONS

24-12A-1. Right to authorize cremation; definitions.

A. Any adult may authorize his own cremation and the lawful disposition of his cremated remains by:

- (1) stating his desire to be cremated in a written statement that is signed by the individual and notarized or witnessed by two persons; or
- (2) including an express statement in his will indicating that the testator desired that his remains be cremated upon his death.

B. A personal representative acting pursuant to a will or Article 3 of Chapter 45 NMSA 1978 or a funeral establishment, a commercial establishment, a direct disposition establishment or a crematory shall comply with a statement made in conformance with the provisions of Subsection A of this section. A statement that conforms to the provisions of Subsection A of this section is authorization to a personal representative, funeral establishment, commercial establishment, direct disposition establishment or crematory that the remains of the decedent are to be cremated. Statements dated prior to the effective date of this act are to be given effect if they meet the requirements of Subsection A of this section.

C. A personal representative, funeral establishment or crematory acting in reliance upon a document executed pursuant to the provisions of this section, who has no actual notice of revocation or contrary indication, is presumed to be acting in good faith.

D. No funeral establishment, commercial establishment, direct disposition establishment, crematory or employee of a funeral establishment, commercial establishment, direct disposition establishment or crematory or other person that relies in good faith on a statement written pursuant to this section shall be subject to liability for cremating the remains in accordance with the express instructions of a decedent. The written document is a complete defense to a cause of action by any person against any other person acting in accordance with the instructions of the decedent.

E. As used in this section:

(1) "commercial establishment" means an office, premises or place of business that provides for the practice of funeral service or direct disposition services exclusively to licensed funeral or direct disposition establishments;

(2) "cremate" means to reduce a dead human body by direct flame to a residue that may include bone fragments; and

(3) "direct disposition establishment" means an office, premises or place of business that provides for the disposition of a dead human body as quickly as possible, without a funeral, graveside service, committal service or memorial service, whether public or private, and without embalming of the body unless embalming is required by the place of disposition.

History: Laws 1993, ch. 200, § 1.

24-12A-2. No written instructions; priority of others to decide disposition.

A. Except as provided in Subsection B of this section, if a decedent has left no written instructions regarding the disposition of the decedent's remains, the following persons in the order listed shall determine the means of disposition, not to be limited to cremation, of the remains of the decedent:

(1) the surviving spouse;

(2) a majority of the surviving adult children of the decedent;

(3) the surviving parents of the decedent;

(4) a majority of the surviving siblings of the decedent;

(5) an adult who has exhibited special care and concern for the decedent, who is aware of the decedent's views and desires regarding the disposition of the decedent's body and who is willing and able to make a decision about the disposition of the decedent's body; or

(6) the adult person of the next degree of kinship in the order named by New Mexico law to inherit the estate of the decedent.

B. If a decedent left no written instructions regarding the disposition of the decedent's remains, died while serving in any branch of the United States armed forces, the United States reserve forces or the national guard and completed a United States department of defense record of emergency data form or its successor form, the person authorized by the decedent to determine the means of disposition on a United States department of defense record of emergency data form shall determine the means of disposition, not to be limited to cremation.

History: Laws 1993, ch. 200, § 2; 1995, ch. 17, § 1; 2011, ch. 22, § 2.

24-12A-3. Unclaimed bodies and bodies of indigent persons; cremation permitted.

The body of an unclaimed decedent or an indigent person, the disposition of which is the responsibility of the county pursuant to the provisions of Chapter 24, Article 13 NMSA 1978, may be cremated upon the order of the county official responsible for ensuring the disposition of the body or upon the order of any other government official authorized to order the cremation. Absent a showing of bad faith or malicious intent, the official ordering the cremation and the person or establishment carrying out the cremation shall be immune from liability related to the cremation.

History: 1978 Comp., § 24-12A-3, enacted by Laws 1999, ch. 241, § 3.

ARTICLE 13. BURIAL OF INDIGENTS

24-13-1. Burial or cremation of unclaimed decedents and of indigents.

For the purposes of Chapter 24, Article 13 NMSA 1978, a dead person whose body has not been claimed by a friend, relative or other interested person assuming the responsibility for and expense of disposition shall be considered an unclaimed decedent. It is the duty of the board of county commissioners of each county in this state to cause to be decently interred or cremated the body of any unclaimed decedent or indigent person. The county shall ensure that the body is buried or cremated no later than thirty days after a determination has been made that the body has not been claimed, but no less than two weeks after death. If the body is cremated, the county shall ensure that the cremated remains are retained and stored for no less than two years in a manner that allows for identification of the remains. After the expiration of two years the cremated remains may be disposed of, provided the county retains a record of the place and manner of disposition for not less than five years after such disposition.

History: Laws 1939, ch. 224, § 1; 1941 Comp., § 73-204; 1953 Comp., § 13-2-4; Laws 1999, ch. 241, § 4.

24-13-2. Persons deemed indigent.

A deceased person shall be considered to be an indigent for purposes of Chapter 24, Article 13 NMSA 1978 if his estate is insufficient to cover the cost of burial or cremation.

History: Laws 1939, ch. 224, § 2; 1941 Comp., § 73-205; 1953 Comp., § 13-2-5; Laws 1999, ch. 241, § 5.

24-13-3. Expenses for burial or cremation.

If the unclaimed decedent had known assets or property of sufficient value to defray the expenses of cremation or burial, invoices for the expenses shall be forwarded to such person or official authorized by law to be appointed administrator of the estate of the decedent, and such person or official shall pay the expenses out of the decedent's estate. To the extent that the deceased person is indigent, the burial or cremation expenses shall be borne by the county of residence of the deceased person. If the county of residence of the deceased person is not known, the burial or cremation expenses shall be borne by the county in which the body was found. The burial or cremation expenses may be paid by the county out of the general fund or the county indigent hospital claims fund [county health care assistance fund] in an amount up to six hundred dollars (\$600) for the burial or cremation of any adult or minor.

History: Laws 1939, ch. 224, § 3; 1941 Comp., § 73-206; 1953 Comp., § 13-2-6; Laws 1957, ch. 123, § 1; 1959, ch. 59, § 1; 1987, ch. 274, § 1; 1991, ch. 6, § 1; 1999, ch. 241, § 6; 2001, ch. 307, § 1.

24-13-4. Burial after investigation; cost of opening and closing grave.

The board of county commissioners after proper investigation shall cause any deceased indigent or unclaimed decedent to be decently interred or cremated. The cost to be paid by the county of opening and closing a grave shall not exceed six hundred dollars (\$600), which sum shall be in addition to the sums enumerated in Section 24-13-3 NMSA 1978.

History: Laws 1939, ch. 224, § 4; 1941 Comp., § 73-207; 1953 Comp., § 13-2-7; Laws 1957, ch. 123, § 2; 1997, ch. 116, § 1; 1999, ch. 241, § 7.

24-13-5. Payment of burial or cremation expenses; commissioners['] liability.

The board of county commissioners of any county within this state may authorize payment for the burial or cremation of an indigent person, as defined in Section 24-13-2 NMSA 1978 or of an

unclaimed decedent, as defined in Section 24-13-1 NMSA 1978. All available assets of the deceased shall be used to reimburse the county for the cost of burial or cremation. Should the county be required to pay expenses for burial or cremation of an unclaimed decedent who has left an estate, the estate shall reimburse the county for those expenses. The county commissioners shall be liable either personally or officially to the county they represent in double the amount they have paid toward the burial or cremation of a person other than as authorized by this section.

History: Laws 1939, ch. 224, § 5; 1941 Comp., § 73-208; 1953 Comp., § 13-2-8; Laws 1999, ch. 241, § 8.

24-13-6. Money from relatives; duty of funeral director.

Should any funeral director or other person allowed by law to conduct the business of a funeral director accept money from the relatives or friend of a deceased person whom the board of county commissioners has determined to be an indigent or an unclaimed decedent, the funeral director shall immediately notify the board of county commissioners of the payment or offer for payment, and the board of county commissioners shall not thereafter pay for the burial or cremation involved, or, if the board of county commissioners has already paid for the burial or cremation, the funeral director shall immediately refund the money paid to him by the board of county commissioners for the burial or cremation.

History: Laws 1939, ch. 224, § 6; 1941 Comp., § 73-209; 1953 Comp., § 13-2-9; Laws 1999, ch. 241, § 9.

24-13-7. Failure to notify; funeral director's liability.

If any funeral director or other person authorized by law to conduct the business of a funeral director receives or contracts to receive any money or thing of value from relatives or friends of a deceased alleged indigent or unclaimed decedent whose burial or cremation expenses are paid or to be paid by the board of county commissioners and fails to notify the board of county commissioners of that fact, the funeral director or other person authorized by law to conduct the business of a funeral director shall be liable to the county in an amount double the amount paid or to be paid by the board of county commissioners of that county.

History: Laws 1939, ch. 224, § 7; 1941 Comp., § 73-211; 1953 Comp., § 13-2-11; Laws 1999, ch. 241, § 10.

24-13-8. [District attorneys to enforce burial act.]

The various district attorneys of this state are hereby expressly empowered and directed to enforce the provisions of this act [24-13-1 through 24-13-8 NMSA 1978] on behalf of the various counties which they represent.

History: Laws 1939, ch. 224, § 8; 1941 Comp., § 73-211; 1953 Comp., § 13-2-11.