

**RFP 21-795-0000-0245 Natural Hazard Mitigation PSA  
Question and Answers**

<b>Q1</b>	There is an issue when clicking the hyperlinks in the posted RFP.
<b>A1</b>	Due to an irregularity in the hyperlinks, all webpages listed in the RFP must be copied and pasted into a browser or typed in. Clicking on the hyperlink redirects to an incorrect webpage.
<b>Q2</b>	Is there an anticipated number of grants to be reviewed or evaluated by the Offeror?
<b>A2</b>	As identified in Section I.C. ‘The Scope of Work for each calendar year of the negotiated contract will be dependent on the needs of the Agency, available funding, and applicant demand for technical assistance.’ Work is related to Hazard Mitigation Assistance grants. Some grants are released annually, and some are dependent on declared disasters. The New Mexico Mitigation Program currently oversees eight grants and approximately 80 sub-grants. Work assigned relative to these grants and sub-grants will vary depending on the state’s needs for each year of the contract.
<b>Q3</b>	In several locations throughout the RFP it states, “Any bidder submitting a proposal, should they be selected for the contract, agrees to not pursue or propose on any mitigation plan or mitigation project in New Mexico for the duration of the contract”. Does this also apply to sub-contractors?
<b>A3</b>	This citation is found in several locations including Section I.C.; Section II.C.15 and 32; Section IV.C.3; Section V.C.3; Appendix C.12.B.5). If the sub-consultant is identified as part of the bidding team to serve as a specific Subject Matter Expert, that sub-consultant cannot bid on work of a similar nature within the state of New Mexico for the duration of the contract. For example, if a sub-consultant is on the bidding team serving as a Subject Matter Expert for mitigation planning, that sub-consultant cannot bid on mitigation planning activities in the state of New Mexico for the duration of the contract.
<b>Q4</b>	I assume that the subcontractor requirements include any Joint Venture agreement as a subcontractor.
<b>A4</b>	Yes, subcontractor requirements include any Joint Venture agreement as a subcontractor.
<b>Q5</b>	There is an inconsistency of language in Section I.F.11. regarding the submission of the electronic copy of the proposal.
<b>A5</b>	To be consistent throughout the RFP, the definition of “Electronic Version/Copy” should read ‘The digital form <b>must</b> be submitted using a USB flash drive.’ The electronic version/copy can NOT be emailed or submitted as a CD. An RFP Amendment will be issued to correct this oversight.
<b>Q6</b>	Where will the list of pre-proposal attendees be posted as referenced in Section II.B.3.?
<b>A6</b>	A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library here: <a href="https://www.nmdhsem.org/active-procurement/">https://www.nmdhsem.org/active-procurement/</a>

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<b>Q7</b>	Relative to the Contract Terms and Conditions under Section II.C.15, can DHSEM please confirm that the Agency will negotiate a final agreement with the awarded Contractor and that the Contractor can submit exceptions without causing the proposal to be rejected?
<b>A7</b>	<p>DHSEM has limited ability to modify the New Mexico State Purchasing Division professional services contract standard language. As identified in Section II.C.15., exceptions to terms and conditions may result in a non-responsive or disqualified proposal. In particular, please review the underlined portions of the narrative.</p> <p>‘The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions <u>may cause a proposal to be rejected as nonresponsive</u> when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.</p> <p>Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. <u>The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.</u>’</p> <p>‘If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), <u>no proposed alternate terms and conditions will be considered later during the negotiation process.</u> Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.’</p>
<b>Q8</b>	As material changes can occur in online versions of documents without all parties’ awareness, would the Agency be agreeable to removing hyperlinks from the final Agreement (Appendix C) and replacing them with the textual content?
<b>A8</b>	This request is considered an exception to the Terms and Conditions. DHSEM has limited ability to modify the New Mexico State Purchasing Division professional services contract standard language. As identified in Section II.C.16 Offerors Terms and Conditions ‘Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.’
<b>Q9</b>	Would the Agency be amenable to adding language to Appendix C. Section 2.C. (Compensation) of the final Agreement stipulating that undisputed invoices will be paid within 30 days of receipt?
<b>A9</b>	This request is considered an exception to the Terms and Conditions. DHSEM has limited ability to modify the New Mexico State Purchasing Division professional

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	services contract standard language. As identified in Section II.C.16 Offerors Terms and Conditions ‘Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.’
<b>Q10</b>	Would the Agency be amenable to adding language to Appendix C. Section 11 (Product of Service – Copyright) of the final Agreement clarifying the Contractor’s intellectual property rights?
<b>A10</b>	This request is considered an exception to the Terms and Conditions. DHSEM has limited ability to modify the New Mexico State Purchasing Division professional services contract standard language. As identified in Section II.C.16 Offerors Terms and Conditions ‘Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.’
<b>Q11</b>	Would the Agency be amenable to adding a 72-hour written notice period to Appendix C. Section 19 (Records and Financial Audit) prior to a records audit or inspection?
<b>A11</b>	This request is considered an exception to the Terms and Conditions. DHSEM has limited ability to modify the New Mexico State Purchasing Division professional services contract standard language. As identified in Section II.C.16 Offerors Terms and Conditions ‘Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.’
<b>Q12</b>	Would the Agency be amenable to adding language to Appendix C. Section 20 (Indemnification) to clarify that claims must be directly related to the serviced performed by the Contractor under this Agreement?
<b>A12</b>	This request is considered an exception to the Terms and Conditions. DHSEM has limited ability to modify the New Mexico State Purchasing Division professional services contract standard language. As identified in Section II. C.16 Offerors Terms and Conditions ‘Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.’
<b>Q13</b>	In the proposal content and organization format the Letter of Transmittal is mentioned twice (Section III.C.1. a. and Section III.C.1.f.iv). Does DHSEM want two copies of the transmittal letter? Or would DHSEM prefer that proposers place the letter only under part a or part f?
<b>A13</b>	Please provide the Letter of Transmittal as described in Section III.C.1.a. An RFP Amendment will be issued to correct this oversight.
<b>Q14</b>	In light of the ongoing burden from COVID-19 faced by many county and municipal level governments, would DHSEM consider waiving the requirement for references to submit questionnaires as stated in Section III.C.3?
<b>A14</b>	No. References are required as described in Section III.C.3.

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<b>Q15</b>	Does the specification of “NEMIS” in Section IV.A.1 and Appendix C.1.a. indicate that work will be confined only to the National Emergency Management Incident System?
<b>A15</b>	No. Application assistance to the state will be inclusive of NEMIS, eGrants, FEMA GO or any other electronic application system employed by FEMA for HMA grants for the duration of the contract.
<b>Q16</b>	To assist offerors in addressing Section IV.A.4. could the Agency please provide a copy of the current State Hazard Mitigation Plan?
<b>A16</b>	The New Mexico Natural Hazard Mitigation Plan is available to download at <a href="https://www.nmdhsem.org/wp-content/uploads/2019/06/NM-HMP-Approved-Body-9-13-18-V2-low-res.pdf">https://www.nmdhsem.org/wp-content/uploads/2019/06/NM-HMP-Approved-Body-9-13-18-V2-low-res.pdf</a> and <a href="https://www.nmdhsem.org/wp-content/uploads/2019/06/NM-HMP-Approved-Appendix-9-13-18-V2.pdf">https://www.nmdhsem.org/wp-content/uploads/2019/06/NM-HMP-Approved-Appendix-9-13-18-V2.pdf</a>
<b>Q17</b>	In reference to Section IV.A.6., does the state currently use a grants management system?
<b>A17</b>	DHSEM does have a grant management system that could possibly be used to manage all DHSEM grants, to include Hazard Mitigation Assistance grants.
<b>Q18</b>	Section IV.A.8. requests a file sharing platform. To ensure compatibility, is DHSEM currently using a platform? If so, what is it?
<b>A18</b>	DHSEM is not currently using a file sharing platform that successfully meets the Mitigation Program needs. Bidders should describe in the proposal the file sharing platform that they will use for this contract.
<b>Q19</b>	Do you anticipate that most of this work will be accomplished remotely (in light of the current circumstances)?
<b>A19</b>	Yes. The majority of assigned tasks are performed remotely even outside of the current circumstances. As per Section IV.C.2. ‘The proposal must include a Professional Engineer licensed in New Mexico during the full tenure of the contract. DHSEM will require sign-off by the New Mexico P.E. attesting to meeting standards for engineering in the State of New Mexico for civil engineering projects as design reviewer, design review inspector and similar.’ In-person site inspection will be required for civil engineering projects.
<b>Q20</b>	There is an inconsistency of language in regard to the inclusion of Gross Receipts Tax.
<b>A20</b>	Section IV.C.8. and Appendix D accurately state ‘New Mexico Gross Receipts Taxes are not to be included in the hourly cost for each job classification. Gross Receipts Tax and direct travel are the only cost, other than the hourly fee, that the Agency will authorize.’ Section IV.C.8. and Appendix D should read ‘Cost is to include all labor, materials, mailings, and fees <del>and taxes</del> to provide the Services described in Section IV. A...’ to be consistent. An RFP Amendment will be issued to correct this oversight.

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<b>Q21</b>	The RFP states that eligible travel costs include, but are not limited to, airfare, rental car, mileage, and meals. Would lodging costs be included as eligible costs?
<b>A21</b>	Yes, lodging would qualify as a direct cost. As stated in Section IV.C.8. and Appendix D ‘Direct travel costs include, but are not limited to the following: airfare, rental car, mileage and meals.’
<b>Q22</b>	Where can forms PE10-249 and PE 250 be found?
<b>A22</b>	DHSEM has confirmed with the State Purchasing Division that reference to these specific forms and the Reporting section is no longer valid. An up-date to Appendix C.22. will be included in the RFP Amendment.
<b>Q23</b>	Appendix D, Cost Response Form, lists Job Classifications or Titles (GSA Titles) that may be assigned to Offeror staff working on the project. There may be multiple technical expertise that falls under one Job Classification however the rates vary in some technical areas, such as Engineering, Historic Preservation etc. Is it permissible for the Offeror to add to this list other positions that may be required to complete all tasks outlined in the contract, or must all assigned staff be allocated one of the Job Classifications or Titles listed? There may be multiple technical expertise that falls under one Job Classification however the rates vary in some technical areas, especially engineering.
<b>A23</b>	The names of the job titles can be modified to reflect titles utilized by the proposer. However, in order to accurately compare bids, job duties must equate to the standard General Services Administration (GSA) job descriptions. For example, the bidder may replace the words ‘Program Manager’ with the equivalent job title that the bidder uses for similar GSA job duties. Additional titles may not be added. All individuals using the same job classification for each bidder must be billed at the same rate. The Job Classification Definitions will be included in the RFP Amendment.
<b>Q24</b>	Would the Agency be amenable to editing the Cost Response Form (Appendix D) language to reflect that the Contractor shall be paid for all services performed in compliance with the Agreement?
<b>A24</b>	The Agency will not modify the Cost Response Form (Appendix D).
<b>Q25</b>	Will CDBG-MIT be included in the needed assistance?
<b>A25</b>	Within NM we have not yet used CDBG funds as match for FEMA Hazard Mitigation Assistance grants. In addition, to date there has not been a CDBG Disaster award made to New Mexico.