

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
Department of Homeland Security and Emergency Management**

REQUEST FOR PROPOSALS (RFP)

Natural Hazard Mitigation Professional Services Agreement



RFP#
21-795-0000-0245

RFP Release Date: January 19, 2021

Proposal Due Date: February 16, 2021

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services to include: mitigation sub-grant and grant application review, analysis, and technical assistance; oversight of sub-grant agreements and grants; local and tribal mitigation plan review; updating the State Natural Hazard Mitigation Plan; notification letters for grant availability; recommendations for state-wide program improvements; mitigation training for the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) staff, communities, tribes, and state agencies; program and policy analysis and improvements; and tracking and reporting for both grant and sub-grant activities. Work performed will be part of State Management Cost implementation and FEMA's Unified Hazard Mitigation Assistance Programs.

B. BACKGROUND INFORMATION

The State's Natural Hazard Mitigation Program has enough funding to implement numerous plans and projects. However, NMDHSEM does not have sufficient staffing to assist applicants to develop quality sub-grant applications; analyze mitigation plans for compliance with federal regulations; update the State Natural Hazard Mitigation Plan; train state staff and potential sub-grantees; and perform the required reporting and tracking to implement the State Natural Hazard Mitigation Program. This procurement of services is to supplement the full-time staff with specific task assignments.

C. SCOPE OF PROCUREMENT

This procurement is for professional services to assist applicants to develop quality sub-grant applications; analyze mitigation plans for compliance with federal regulations; up-date the State Natural Hazard Mitigation Plan; train state staff and potential sub-grantees; and perform the required reporting and tracking to implement the State Hazard Mitigation Program. The detailed Scope of Work can be found in Section IV.A. 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.

The potential total term of the final completed contract, including any possible renewals or extensions, shall not exceed a total of four (4) years. The initial negotiated contract will include an initial contract term of one (1) calendar year commencing on April 1, 2021. The New Mexico Department of Homeland Security and Emergency Management, in its sole discretion, may offer the contractor an extension or annual renewal prior to the completion of the first year of the contract. If no extension or renewal is offered by DHSEM, the contract will automatically terminate after one (1) year.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

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

D. PROCUREMENT MANAGER

1. NMDHSEM has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

NO PROPOSALS WILL BE ACCEPTED AT THIS ADDRESS:

Name: Sarah Peterson, Procurement Manager
Address: NM Department of Homeland Security and Emergency Management
PO Box 27111
Santa Fe, NM 87502
Telephone: (505) 490-1378
Email: Sarah.Peterson@state.nm.us

2. All deliveries or responses must be delivered via express courier and must be addressed as follows. Due to COVID restrictions, in-person private couriers must make pre-arrangements with the Procurement Manager for delivery.

Name: Sarah Peterson, Procurement Manager
Reference RFP: Natural Hazard Mitigation Professional Services Agreement
21-795-0000-0245
Address: NM Department of Homeland Security and Emergency Management
13 Bataan Blvd.
Santa Fe, New Mexico 87508

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NM Department of Homeland Security and Emergency Management.
4. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** **protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal.** Emailed protests will not be considered as properly

submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries or responses must be delivered via express courier and must be addressed as follows. Due to COVID restrictions, in-person private couriers must make pre-arrangements with the Procurement Manager for delivery.

Name: Sarah Peterson, Procurement Manager
Reference RFP Name: Natural Hazard Mitigation Services 21-795-0000-0245
Address: 13 Bataan Blvd.
Santa Fe, NM 87508

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the New Mexico Department of Homeland Security and Emergency Management, State Agency sponsoring the Procurement action.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard Time, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.

8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**FEMA**” means the Federal Emergency Management Agency.
15. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. “**FMA**” means the Flood Mitigation Assistance Program.
18. “**HMGP**” means the Hazard Mitigation Grant Program.
19. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
20. “**IT**” means Information Technology.
21. “**Mandatory**” – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

22. “**Minor Technical Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
24. “**NMDHSEM**” means the New Mexico Department of Homeland Security and Emergency Management State Agency sponsoring the procurement action
25. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
26. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
27. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.
28. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
29. “**Project Manager**” means the NMDHSEM employee assigned to oversee the contract work.
30. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
31. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
32. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
33. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

34. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
35. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
39. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
40. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
41. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
42. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
<https://www.nmdhsem.org/active-procurement/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	NMDHSEM	January 19, 2021
2. Acknowledgement of Receipt Form/ Distribution List	Potential Offerors	January 25, 2021
3. Pre-Proposal Conference (Mandatory)	Agency	January 25, 2021
4. Deadline to submit Questions	Potential Offerors	January 27, 2021
5. Response to Written Questions	Procurement Manager	February 1, 2021
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>February 16, 2021</i>
7.* Proposal Evaluation	Evaluation Committee	February 17 to February 26, 2021
8.* Selection of Finalists	Evaluation Committee	March 1, 2021
9.* Best and Final Offers	Finalist Offerors	March 5, 2021
10.* Finalize Contractual Agreements	Agency/Finalist Offerors	March 26, 2021
11.* Contract Awards	Agency/ Finalist Offerors	April 1, 2021
12.* Protest Deadline	Agency	April 16, 2021

*Dates indicated in Events 7 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Department of Homeland Security and Emergency on January 19, 2021.

2. Acknowledgement of Receipt

Potential Offerors should return by e-mail or send by registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document, (APPENDIX A), to have their organization placed on the procurement distribution list. The form should be signed by the authorized representative of the organization, dated, and returned to the Procurement Manager by 5:00 pm Mountain Standard Time on or before January 25, 2021.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 9:00 am Mountain Standard Time on January 25, 2021. The pre-proposal conference will be held via Zoom at the following link and call-in information:

Join Zoom Meeting

<https://zoom.us/j/92678011973?pwd=cE5YcDhCcklFejJNVGgrV0FUWHU2UT09>

Meeting ID: 926 7801 1973

Passcode: 417601

For audio access

1-346-248-7799

1-669-900-9128

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. This pre-proposal conference is mandatory.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm Mountain Standard Time on January 27, 2021

as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in (Section I, Paragraph D). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be distributed February 1, 2021 as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An email copy will be sent to all Offeror's who timely submitted an Acknowledgement of Receipt Forms described in (Section II.B.2 and APPENDIX A).

Additional copies will be posted to:

<https://www.nmdhsem.org/active-procurement/>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM** MOUNTAIN STANDARD TIME ON FEBRUARY 16, 2021.

PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.

The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Natural Hazard Mitigation Professional Services, (RFP 21-795-0000-0245).

All deliveries or responses must be delivered via express courier and must be addressed as follows. Due to COVID restrictions, in-person private couriers must make pre-arrangements with the Procurement Manager for delivery.

Proposals submitted by means not described in Section I.D.2., or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for

Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

Proposals not meeting the requirements set forth in the RFP may be deemed nonresponsive and, therefore, not eligible for further consideration. A proposal submitted after the deadline stated in the RFP would be deemed unresponsive.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. 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 proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended if requested by the Agency Procurement Manager.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Manager. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Program Manager. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm Mountain Standard Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Matthew Stackpole, General Counsel and Protest Manager
New Mexico Department of Homeland Security and Emergency Management
PO Box 27111
Santa Fe, NM 87502

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency

entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. 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. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 - i. confidential financial information concerning the Offeror's organization; and
 - ii. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.1.a.ii shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on NMDHSEM website at:

<https://www.nmdhsem.org/active-procurement/>

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive 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.

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. 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.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. 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.

16. Offeror's 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.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.13. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, §13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

Most communication regarding this procurement will be conducted by electronic mail (e-mail) or webinar. Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.nmdhsem.org/active-procurement/>

28. New Mexico Employees Health Coverage

- a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

- a. The Letter of Transmittal MUST: Identify the submitting business entity (its Name, Mailing Address and Phone Number);

- b. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
- c. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
- d. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract.
- e. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
- f. Acknowledge receipt of any and all amendments to this RFP.
- g. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - (b) violation of Federal or state antitrust statutes related to the submission of offers; or
 - (c) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

- iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - (a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (c) Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the State Purchasing Agent and The New Mexico Department of Homeland Security or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material

representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been allowed. 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.

33. New Mexico Preferences

The New Mexico Preferences shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- a. **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and two (2) ELECTRONIC copies of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy MUST be submitted as a USB and CANNOT be emailed.** The Technical Proposals **SHALL NOT** contain any cost information.
 - i. Proposals containing confidential information **must** be submitted as two separate binders:
 - **One (1) Unredacted** version for evaluation purposes
 - **One (1) Redacted** version (information blacked out and not omitted or removed) for the public file
 - ii. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.27) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.

b. Cost Proposals – One (1) ORIGINAL, four (4) HARD COPIES, and two (2) ELECTRONIC copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy MUST be submitted as a USB and CANNOT be emailed.

- 2. The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted USB, one (1) redacted USB). The electronic version can NOT be emailed.**
- 3. The ORIGINAL, HARD COPIES and ELECTRONIC copy information must be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.**

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals is as follows:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Contract Terms and Conditions (from Section II.C.15)
- e. Offeror's Additional Terms and Conditions (from Section II.C.16)
- f. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2 only**)
 - i. Organizational Experience – Mandatory Requirement
 - ii. Natural Hazard Mitigation Experience-Mandatory Requirement
 - iii. Listing of Organizational Reference Names-Mandatory Requirement
 - iv. Letter of Transmittal (Letter A above)

- v. Professional Engineering Licensing
- vi. Recuse from NM Plans/Projects
- vii. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the Confidential Information binder, per Section II.B or Section II.B, as applicable)
- viii. Pay Equity Reporting Statement
- ix. Signed Campaign Contribution Form (Letter B above)
- x. Suspension and Debarment
- g. Other Supporting Material (if applicable)

2. Cost Proposal (Binder 2):

- a. Completed Cost Response Form
- b. Year 2, 3 and 4 Cost Response Form, if the bidder determines necessary

3. References (as described in Section IV.B.3 below)

The business reference is required to submit the Organizational Reference Questionnaire directly to Sarah Peterson, Procurement Manager, Sarah.Peterson@state.nm.us NMDHSEM, 13 Bataan Blvd., Santa Fe, NM 87508 by February 16, 2021 at 5:00 pm Mountain Standard Time for inclusion in the evaluation process

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2 on the cost response form.**

The Proposal Summary may be included by Potential Offeror's to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.
THIS MUST BE IN A SEPARATE DOCUMENT AS NOTED ABOVE.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The Contractor will perform the following services as authorized and instructed by the Agency as outlined pursuant to a written Task Order provided by the Agency. The Task Order detailing the specific activity will be provided prior to the Contractor beginning work. Individual project activities under each Task Order will be assigned by email. The date of the email will begin the turnaround time described in each Scope of Work Task unless a revised deadline is mutually agreed upon in writing by both parties.

1. **Review, analysis and technical assistance of sub-grant and grant applications.** This task may include; project scoping, application review, identification of missing items, Benefit Cost Analysis software review and/or modification, environmental clearance review and/or analysis, Strategic Funds Management requirements, technical assistance to sub-grantees to complete the application, follow-up review to verify corrections, and tracking the status of all received applications. Complete hard copy package submittal to FEMA and entry into NEMIS, upon authorization by DHSEM and FEMA. Technical assistance may also include professional engineering services for technical assistance, application review and sub-grant/grant preparation.

Deliverables include:

- a. Request for Information with recommended edits for each application with findings of any deficiencies to be submitted within 30 days of having all materials provided to the Contractor.
 - b. Tracking report of the status of each sub-grant application to be submitted on a monthly basis.
 - i. One (1) digital version of the application and additional information submitted to FEMA the same day as submittal.
 - ii. One (1) digital version of the complete final application approved by FEMA within 7 days of FEMA approval.
 - iii. Technical assistance to Sub-grantees to be provided within 7 days of having all materials provided to the Contractor by the Agency, pending applicant availability.
 - iv. Digital version of pertinent communications with the sub-grant applications to be submitted on a monthly basis.
-
2. **Oversight of sub-grant agreements and grants** on behalf of the State. This task may include; development of Sub-grant Agreements, Grant Agreements, quarterly report tracking, progress tracking, procurement/contract review, review of requests for

reimbursement to include necessary back-up documentation, project field visits, site visit summary documentation, meeting documentation and technical assistance to the State and Sub-grantees on implementation of projects. Technical assistance may also include professional engineering services for project implementation oversight.

Deliverables include:

- a. Sub-grant Agreements, Grant Agreements, and technical assistance to the State within 15 days of having all materials provided to the Contractor by the Agency.
 - b. Quarterly report tracking and progress tracking to be reported by the 15th of the month after the close of each quarter.
 - c. Procurement/contract review, review of requests for reimbursement to include necessary back-up documentation within 15 days of having all materials provided to the Contractor by the Agency.
 - d. Project field visits, meeting documentation and technical assistance to Sub-grantees be provided within 15 days of request to the Contractor by the Agency
 - e. Digital version of pertinent communications with the sub-grant applicants to be submitted on a monthly basis.
3. **Review local and/or tribal draft Mitigation Plans** on behalf of the State. This task will include completion of the Plan Review Tool or Tribal Crosswalk and technical assistance to communities/tribes to reach "Approval Pending Adoption" and "Approval" as granted by FEMA. Complete hard copy package submittal to FEMA for formal reviews.

Deliverables include:

- a. One (1) digital Plan Review Tool or Tribal Crosswalk for every local and/or tribal draft Mitigation Plan.
 - b. One (1) digital copy of the final Approved Plan, and copies of pertinent communications with the applicants.
 - c. Deliverables are to be submitted within 15 days of having all materials provided to the Contractor by the Agency.
4. **Assist the Agency to update the State Natural Hazard Mitigation Plan (Plan).** The contractor will be responsible to assure compliance with the most recent federal regulations and FEMA guidance.

Deliverables include:

- a. Update population, demographics, development trends and industry trends for local jurisdictions and tribal entities by Preparedness Area.
- b. Update hazard profiles for each Preparedness Area, including GIS/hazard maps.
- c. Update critical facilities list.
- a. Run damage estimation software to determine potential losses and most vulnerable locations. Summarize findings by Preparedness Areas.

- d. Update vulnerability for each Preparedness Area.
- e. Update mitigation goals, objectives, and actions.
- f. Integrate relevant information from all FEMA approved local jurisdictional and tribal entity mitigation plans.

Interim deliverables:

- g. Will include drafts of chapters of the plan.
- h. Deliverable will be a Word digital format of the Plan with all required sections to include text, graphics, and formatting.
- i. The Plan will include charts, tables, maps, and other graphics that will explain the facts visually.
- j. Data collection and documentation will occur for the final draft to be submitted to FEMA.

Assist the Agency with responding to FEMA review comments by conducting any research deemed necessary by the Agency and draft the responses. Deliverable will be in a digital Word format of the Plan with all corrections easily identifiable. Revisions will be submitted within 15 days of receipt of comments provided to the Contractor by the Agency.

5. **Preparation and dissemination of grant availability notification letters and/or email** personalized to all local communities, tribes, and State agencies, provided by the Agency, within (60) days of a Federally Declared Disaster within the State of New Mexico. Contractor may need to research contact information for some sub-grantees.

Deliverables include:

- a. Excel spreadsheet of all contact information and information needed for mail merge within 30 days after DHSEM provides the available contact information.
- b. Word version of the boiler plate letter of the disaster declaration within 15 days after DHSEM provides a draft letter.
- c. A final draft of each notification letter for signature and confirmation receipts of all electronic and hard copy deliveries to the communities, tribes and State agencies within 60 days of the disaster declaration.

6. **Review, analysis and recommendations for state-wide program tracking, reporting, program policy and improvements.** Tracking spreadsheets and reporting spreadsheets to be provided for Notices of Interest, applications, awarded grants, awarded sub-grants and State Management Costs. Up-dates are to be provided for the grant applications, sub-grant applications, quarterly/monthly reporting forms, Post-award Orientation Packet, Site Visits Report Form, Technical Assistance Visit Form, and other forms. Up-dates to the State Mitigation Standard Operating Guidelines, State Mitigation Administrative Plan, Capital Outlay Standard Operating Guidelines, and other plans or policies.

Deliverables include:

- a. One (1) digital tracking spreadsheet for each grant and sub-grant plus a summary spreadsheet for all activities to be submitted by the 15th of the month after the close of each quarter.
 - b. One (1) digital file for each up-dated form, plan, or Standard Operating Guideline. Deliverables are to be submitted within 15 days of having all materials provided to the Contractor by the Agency.
7. **Provide training** for State staff, potential sub-grantees, existing sub-grantees and other entities as identified by the agency. Examples of training topics include but are not limited to Introduction to Mitigation Program in New Mexico, Benefit Cost Analysis or mitigation grant/sub-grant outreach and education. The training developed may be implemented by the contractor and/or the Agency.

Deliverables include:

- a. For training requiring up to 8 hours of contact delivery, drafts of the agenda, presentation materials, reference materials, and recommendations for implementation will be provided within 7 days of Agency's request. Final versions of these materials will be provided 7 days after the Agency provides feedback on the drafts.
 - b. For training requiring between 8 and 24 hours of contact delivery, drafts of the agenda, presentation materials, reference materials, and recommendations for implementation will be provided within 15 days of Agency's request. Final versions of these materials will be provided 7 days after the Agency provides feedback on the drafts.
 - c. Sign-in sheets and summary of participation with follow-up actions identified to be provided within 15 days of training date.
 - d. All training will be conducted within 30 days of receipt of request by the Agency, pending applicant/participant availability.
8. **Provide a file sharing platform for DHSEM and sub-grantees to share and store digital files** associated with this contract. The platform should be formatted as directed by DHSEM and easily accessible to DHSEM, sub-grantees, other partners and contractor team members. Access will be password protected so that sub-grantees and other partners can only access their relevant files. Training on the use of the platform will be provided for DHSEM staff and partners.

Deliverables include:

- a. File sharing platform draft format due 30 days after contract execution.
- b. File sharing platform final format, access granted and training for DHSEM staff due 45 days after contract execution.
- c. File sharing platform access granted and training for partners within 7 days of request by agency.

9. **Contract oversight and tracking for invoicing/budgeting.** A detailed status report on tasks completed and hours spent by job classification is required on a monthly basis. The information and cost must be broken-out for each task, project and activity. The agency will determine which tasks are billed to each funding source. All supporting documentation, such as the status reports and time coding, must be included with each invoice submittal. The status report must include reporting on the use of sub-contractors. All draft and final deliverables for each month will be organized in sub-folders on the file share platform (technical assistance emails, contract specific correspondence, Plan Review Tools, meeting notes and similar).

Deliverables include:

- a. Monthly Invoice no later than the 15th of the following month.
- b. File share to include all products in a monthly deliverable folder. All files to be uploaded to the monthly deliverable folder by the 15th of the following month.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a. Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of natural hazard mitigation services. All natural hazard mitigation services provided to private sector will also be considered.
- b. Describe at least two successes and two failures of a natural hazard mitigation services contract. Include how each experience improved the Offeror's services.
- c. Indicate qualifications of the staff being proposed to implement the Scope of Work described in Section IV.A. Attach resumes of key personnel who will be assigned to this project, with their roles, experience, and background. In addition to resumes of management providing oversight, offerors must provide a minimum of three (3) resumes of those key personnel that will be implementing the tasks for the contract.
- d. Explain what steps the Offeror would institute to ensure control of costs, quality of work and ability to meet deadlines set forth by the contract.

2. Natural Hazard Mitigation Experience Narrative

Offerors must provide in narrative form:

- a. Provide an in-depth response for each task identified in the Scope of Work (Section IV.A.) with an itemized description of how the services would be implemented. Include a description of the Offerors specific experience in providing these services.
- b. Experience working with local communities, tribes, state agencies and universities (sub-grantees) on natural hazard mitigation plans, projects, grants, and sub-grants. Include the number of years of experience for natural hazard mitigation plans, projects, grants, and sub-grants.
- c. Experience in State Natural Hazard Mitigation Plan research, writing and updating. Include the number of State Mitigation Plans researched, written, and updated.
- d. Experience with FEMA natural hazard mitigation sub-grant application review and assistance to applicants.
- e. Experience with FEMA Benefit Cost Analysis software and assistance to sub-grant applicants.
- f. Familiarity with New Mexico communities, tribes, State agencies, natural hazard profiles, risk and vulnerabilities.
- g. Describe relevant experience working with FEMA and FEMA Region VI in particular.

3. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three (3) years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the forms are completed fully and are received on or before February 16, 2021 for inclusion in the evaluation process.

Organizational References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Part C.18.

Offerors shall submit the following Business Reference information for each reference anticipated to be submitted as part of Offer:

Offeror shall submit the following Business Reference information for each reference anticipated to be submitted as part of Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

The business reference is required to submit the Organizational Reference Questionnaire directly to Sarah Peterson, Procurement Manager, Sarah.Peterson@state.nm.us NMDHSEM, 13 Bataan Blvd., Santa Fe, NM 87508 by February 16, 2021 at 5:00 pm Mountain Standard Time for inclusion in the evaluation process

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and/or failure to return a signed, unaltered form will result in Offeror's disqualification.**

2. Professional Engineer Licensing

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.

3. Recuse from NM plans/projects

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.

4. **Financial Stability**

Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian Profile Plus report, indicating the Offeror's current credit score, at the time of Best and Final Offer. The Offeror should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days after proposal closing date.

Credit Reports must be for the exact organization submitting the proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If the Offeror's name on the proposal does not match the name on the credit report, it will not be accepted and the Offeror will be found non-responsive for the financial requirement of this proposal.

The mandatory elements of this Section are two-fold: the offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a credit score class (CSC) rating of 1 – 3 or a credit ranking score (CRS) rating of 26 – 100.

Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the offeror is non-responsive.

In addition, Section 7: scoring will be based on a Pass/Fail basis. A company receiving a CSC rating of 1-3 will receive a Pass score and a company receiving a CSC rating of 4-5 will receive a Fail score.

5. **Pay Equity Reporting**

The Offeror **must** agree with the requirements of reporting as defined in Section II. C. 30. Report is due at the time of contract award. **A statement of concurrence with this requirement must be included in Offeror's submitted proposal.**

6. **Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

7. **Suspension and Debarment**

The causes for debarment or suspension occurring within three years of a procurement include but are not limited to the following:

- a. conviction of a bidder, offeror or contractor for commission of a criminal offense related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. conviction of a bidder, offeror or contractor under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property;
- c. conviction of a bidder, offeror or contractor under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. violation by a bidder, offeror or contractor of contract provisions, as set forth in this subsection, of a character which is reasonably regarded by the state purchasing agent or a central purchasing office to be so serious as to justify suspension or debarment action:
- e. willful failure to perform in accordance with one or more contracts, provided that this failure has occurred within a reasonable time preceding the decision to impose debarment; or
- f. a history of failure to perform, or of unsatisfactory performance of, one or more contracts, provided that this failure or unsatisfactory performance has occurred within a reasonable time preceding the decision to impose debarment and provided further that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- g. any other cause occurring within three years of a procurement which the state purchasing agent or a central purchasing office determines to be so serious and compelling as to affect responsibility as a contractor; or
- h. for a willful violation by a bidder, offeror or contractor of the provisions of the Procurement Code [[13-1-28](#) NMSA 1978] within three years of a procurement.

8. Cost

Offerors must complete the Cost Response Form in APPENDIX D. The Agency shall pay the Contractor for services satisfactorily performed based upon deliverables, milestones and budget. Offeror must submit the Cost Response Form identifying the hourly rate for each job title, or equivalent, to cover each year of the 4 year term of the contract. The Offeror is not required to provide differing costs for all four years of the contract. Cost is to include all labor, materials, mailings, fees and taxes to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. 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. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

Direct travel costs will be covered on an as-needed basis. Direct travel costs include, but are not limited to the following; airfare, rental car, mileage and meals. Individual receipts must be submitted as supporting documentation to be included with the invoice. Pre-approval by the agency is required for all travel. It is anticipated that the selected vendor will need to conduct work in New Mexico. Based on available funding and work load, this may be revised.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factors – correspond to section V. B. below	Points Available
B. Technical Specifications	
1. Organizational Experience	
a. Corporate Experience	25
b. Success and Failures	25
c. Staff Experience	50
d. Cost and Quality Control	50
2. Natural Hazard Mitigation Experience Narrative	
a. Scope of Work Implementation	125
b. Experience with Sub-grantees	125
c. State Mitigation Plan	125
d. FEMA Application Review and Technical Assistance	125
e. FEMA Benefit Cost Analysis	100
f. New Mexico Community Familiarity	50
g. FEMA Experience	25
3. Organizational References	
Reference 1	25
Reference 2	25
Reference 3	25
C. Business Specifications	
1. Letter of Transmittal	Pass/Fail
2. Professional Engineer Licensing	Pass/Fail
3. Recuse from Plans/Projects in NM	Pass/Fail
4. Financial Stability	Pass/Fail
5. Pay Equity Reporting Statement (IV.C.5)	Pass/Fail
6. Campaign Contribution Disclosure Form	Pass/Fail
7. Suspension and Debarment (Required)	Pass/Fail
8. Cost	100
9. TOTAL	1000 points

B. EVALUATION FACTORS (See Table 1)

1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response in relation to the Scope of Work and the perceived validity of the response. In determining the point value, consideration will be given to;

- a. Brief history of firm vision/mission and business philosophy.
- b. Specific examples of successes and failures.
- c. Qualifications and resumes of key personnel assigned to this project, their specific roles, experience, and background.
- d. Explanation of quality control, cost efficiencies and meeting deadlines

2. Natural Hazard Mitigation Experience Narrative

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response. In determining the point value, consideration will be given to;

- a. In-depth response for each task identified in the Scope of Work (Section IV.A.) with an itemized description of how the services would be implemented. Include a description of the Offerors specific experience in providing these services.
- b. Experience working with local communities, tribes, state agencies and universities (sub-grantees) on natural hazard mitigation plans, projects, grants and sub-grants. Include the number of years of experience for natural hazard mitigation plans, projects, grants and sub-grants.
- c. Experience in State Natural Hazard Mitigation Plan research, writing and updating. Include the number of State Mitigation Plans researched, written and updated.
- d. Experience with FEMA natural hazard mitigation sub-grant application review and assistance to applicants.
- e. Experience with FEMA Benefit Cost Analysis software and assistance to sub-grant applicants.
- f. Familiarity with New Mexico communities, tribes, State agencies, natural hazard profiles, risk and vulnerabilities.
- g. Relevant experience working with FEMA and FEMA Region VI in particular.

3. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions as per APPENDIX F. Lack of a response will be awarded zero (0) points. In determining the point value, consideration will be given to;

- a. Completed same and or similar tasks to include tasks completed, proposed budget compared to actual cost, proposed schedule compared to actual schedule.
- b. Thoroughness, clarity and relevance to the requested Scope of Work.
- c. Explanation of project challenges or difficulties and how the offeror handled these issues.
- d. Explanation of cost efficiencies, quality of work and ability to meet schedules, deadlines and deliverables.

C. BUSINESS SPECIFICATIONS (see Table 1)

1. Letter of Transmittal

Pass/Fail only. No points assigned.

2. Professional Licensing

Pass/Fail only. No points assigned.

3. Recuse from plans/projects in NM

Pass/Fail only. No points assigned.

4. Financial Stability

Pass/Fail only. No points assigned.

5. Pay Equity Reporting

Pass/Fail only. No points assigned.

6. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

7. Suspension and Debarment

Pass/Fail only. No points assigned.

8. Cost

Offerors must complete the Cost Response Form in APPENDIX D. To determine the number of points awarded for Cost, the following steps will occur.

First, the average hourly cost will be determined by first dividing the total hourly rate for all job titles for year one of the contract by the number of job titles identified by the Offeror for year 1 of the contract. The Offeror will repeat this process for years 2, 3 and 4 costs.

$$\frac{\text{total hourly rate for all job titles for year 1}}{\text{number of job titles for year 1}} = \text{average hourly cost for year 1}$$

Second, the average hourly rate for each year of the contract will be added and divided by the number of years represented in the Offeror's Cost Response Form. The Evaluation Committee will perform this step.

$$\frac{\text{average hourly rate for years 1 to 4}}{4} = \text{average hourly rate for 4 year term}$$

Third, the lowest average hourly rate for all job classifications for all offerors will be divided by the average hourly rate submitted by this offeror. The result will be multiplied by 100 to determine the number of points. The Evaluation Committee will perform this step.

For example; if \$10 per hour is the lowest average hourly rate for all job classifications for all bidders and this bidder's average hourly rate for all job classifications is \$20, the points would be awarded as follows;

$$\frac{\$10}{\$20} = .5 \quad .5 \times 100 = 50 \text{ points}$$

D. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Natural Hazard Mitigation Professional Services Agreement
21-795-0000-0245

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and returned to the Procurement Manager no later than 5:00pm January 25, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

M. AIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Submit Acknowledgement of Receipt Form to:

To: Sarah Peterson, Procurement Manager

13 Bataan Blvd.

Santa Fe, NM 87508

E-mail: Sarah.Peterson@state.nm.us

Subject Line: Natural Hazard Mitigation Professional Services Agreement – 21-795-0000-0245

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
DRAFT CONTRACT

STATE OF NEW MEXICO

Department of Homeland Security and Emergency Management

PROFESSIONAL SERVICES CONTRACT # SAMPLE

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Department of Homeland Security and Emergency Management**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

The Contractor will perform the following services as authorized and instructed by the Agency as outlined pursuant to a written Task Order provided by the Agency. The Task Order detailing the specific activity will be provided prior to the Contractor beginning work. Individual project activities under each Task Order will be assigned by email. The date of the email will begin the turnaround time described in each Scope of Work Task unless a revised deadline is mutually agreed upon in writing by both parties.

1. **Scope of Work.**

- a. **Review, analysis and technical assistance of sub-grant and grant applications.** This task may include; project scoping, application review, identification of missing items, Benefit Cost Analysis software review and/or modification, environmental clearance review and/or analysis, Strategic Funds Management requirements, technical assistance to sub-grantees to complete the application, follow-up review to verify corrections, and tracking the status of all received applications. Complete hard copy package submittal to FEMA and entry into NEMIS, upon authorization by DHSEM and FEMA. Technical assistance may also include professional engineering services for technical assistance, application review and sub-grant/grant preparation.

Deliverables include:

- i. Request for Information with recommended edits for each application with findings of any deficiencies to be submitted within 30 days of having all materials provided to the Contractor.
- ii. Tracking report of the status of each sub-grant application to be submitted on a monthly basis.
 - (a) One (1) digital version of the application and additional information submitted to FEMA the same day as submittal.
 - (b) One (1) digital version of the complete final application approved by FEMA within 7 days of FEMA approval.

- (c) Technical assistance to Sub-grantees to be provided within 7 days of having all materials provided to the Contractor by the Agency, pending applicant availability.
- (d) Digital version of pertinent communications with the sub-grant applications to be submitted on a monthly basis.

b. Oversight of sub-grant agreements and grants, on behalf of the State. This task may include; development of Sub-grant Agreements, Grant Agreements, quarterly report tracking, progress tracking, procurement/contract review, review of requests for reimbursement to include necessary back-up documentation, project field visits, site visit summary documentation, meeting documentation and technical assistance to the State and Sub-grantees on implementation of projects. Technical assistance may also include professional engineering services for project implementation oversight.

Deliverables include:

- i. Sub-grant Agreements, Grant Agreements, and technical assistance to the State within 15 days of having all materials provided to the Contractor by the Agency.
- ii. Quarterly report tracking and progress tracking to be reported by the 15th of the month after the close of each quarter.
- iii. Procurement/contract review, review of requests for reimbursement to include necessary back-up documentation within 15 days of having all materials provided to the Contractor by the Agency.
- iv. Project field visits, meeting documentation and technical assistance to Sub-grantees to be provided within 15 days of request to the Contractor by the Agency.
- v. Digital version of pertinent communications with the sub-grant applicants to be submitted on a monthly basis.

c. Review local and/or tribal draft Mitigation Plans on behalf of the State. This task will include completion of the Plan Review Tool or Tribal Crosswalk and technical assistance to communities/tribes to reach "Approval Pending Adoption" and "Approval" as granted by FEMA. Complete hard copy package submittal to FEMA for formal reviews.

Deliverables include:

- i. One (1) digital Plan Review Tool or Tribal Crosswalk for every local and/or tribal draft Mitigation Plan.
- ii. One (1) digital copy of the final Approved Plan, and copies of pertinent communications with the applicants.
- iii. Deliverables are to be submitted within 15 days of having all materials provided to the Contractor by the Agency.

d. Assist the Agency to update the State Natural Hazard Mitigation Plan (Plan). The contractor will be responsible to assure compliance with the most recent federal

regulations and FEMA guidance.

Deliverables include:

- i. Update population, demographics, development trends and industry trends for local jurisdictions and tribal entities by Preparedness Area.
- ii. Update hazard profiles for each Preparedness Area, including GIS/hazard maps.
- iii. Update critical facilities list.
- iv. Run damage estimation software to determine potential losses and most vulnerable locations. Summarize findings by Preparedness Area.
- v. Update vulnerability for each Preparedness Area.
- vi. Update mitigation goals, objectives, and actions.
- vii. Integrate relevant information from all FEMA approved local jurisdictional and tribal entity mitigation plans.

Interim deliverables:

- viii. Will include drafts of chapters of the plan.
- ix. Deliverable will be a Word digital format of the plan with all required sections to include text, graphics, and formatting.
- x. The report will include charts, tables, maps, and other graphics that will explain the facts visually.
- xi. Data collection and documentation will occur for the final draft to be submitted to FEMA.

Assist the Agency with responding to FEMA review comments by conducting any research deemed necessary by the Agency and draft the responses. Deliverable will be in a digital Word format of the Plan with all corrections easily identifiable. Revisions will be submitted within 15 days of receipt of comments provided to the Contractor by the Agency.

- e. Preparation and dissemination of grant availability notification letters and/or email** personalized to all local communities, tribes, and State agencies, provided by the Agency, within (60) days of a Federally Declared Disaster within the State of New Mexico. Contractor may need to research contact information for some sub-grantees.

Deliverables include:

- i. Excel spreadsheet of all contact information and information needed for mail merge within 30 days after DHSEM provides the available contact information.
 - ii. Word version of the boiler plate letter of the disaster declaration within 15 days after DHSEM provides a draft letter.
 - iii. A final draft of each notification letter for signature and confirmation receipts of all electronic and hard copy deliveries to the communities, tribes and State agencies within 60 days of the disaster declaration.
- f. Review, analysis and recommendations for state-wide program tracking, reporting, program policy and improvements.** Tracking spreadsheets and reporting spreadsheets

to be provided for Notices of Interest, applications, awarded grants, awarded sub-grants and State Management Costs. Up-dates are to be provided for the grant applications, sub-grant applications, quarterly/monthly reporting forms, Post-award Orientation Packet, Site Visits Report Form, Technical Assistance Visit Form and other forms. Up-dates to the State Mitigation Standard Operating Guidelines, State Mitigation Administrative Plan, Capital Outlay Standard Operating **Guidelines**, and other plans or policies.

Deliverables include:

- i. One (1) digital tracking spreadsheet for each grant and sub-grant plus a summary spreadsheet for all activities to be submitted by the 15th of the month after the close of each quarter.
- ii. One (1) digital file for each up-dated form, plan or Standard Operating Guideline. Deliverables are to be submitted within 15 days of having all materials provided to the Contractor by the Agency.

- g. Provide training for State staff, potential sub-grantees**, existing sub grantees and other entities as identified by the agency. Examples of training topics include but are not limited to Introduction to Mitigation Program in New Mexico, Benefit Cost Analysis or mitigation grant/sub-grant outreach and education. The training developed may be implemented by the contractor and/or the Agency.

Deliverables include:

- i. For training requiring up to 8 hours of contact delivery, drafts of the agenda, presentation materials, reference materials, and recommendations for implementation will be provided within 7 days of Agency's request. Final versions of these materials will be provided 7 days after the Agency provides feedback on the drafts.
- ii. For training requiring between 8 and 24 hours of contact delivery, drafts of the agenda, presentation materials, reference materials, and recommendations for implementation will be provided within 15 days of Agency's request. Final versions of these materials will be provided 7 days after the Agency provides feedback on the drafts.
- iii. Sign-in sheets and summary of participation with follow-up actions identified to be provided within 15 days of training date.
- iv. All training will be conducted within 30 days of receipt of request by the Agency, pending applicant/participant availability.

- h. Provide a file sharing platform for DHSEM and sub-grantees to share and store digital files** associated with this contract. The platform should be formatted as directed by DHSEM and easily accessible to DHSEM, sub-grantees, other partners and contractor team members. Access will be password protected so that sub-grantees and other partners

can only access their relevant files. Training on the use of the platform will be provided for DHSEM staff and partners.

Deliverables include:

- i. File sharing platform draft format due 30 days after contract execution.
 - ii. File sharing platform final format, access granted and training for DHSEM staff due 45 days after contract execution.
 - iii. File sharing platform access granted and training for partners within 7 days of request by agency.
- i. Contract oversight and tracking for invoicing/budgeting.** A detailed status report on tasks completed and hours spent by job classification is required on a monthly basis. The information and cost must be broken-out for each task, project and activity. The agency will determine which tasks are billed to each funding source. All supporting documentation, such as the status reports and time coding, must be included with each invoice submittal. The status report must include reporting on the use of sub-contractors. All draft and final deliverables for each month will be organized in sub-folders on the file share platform (technical assistance emails, contract specific correspondence, Plan Review Tools, meeting notes and similar).

Deliverables include:

- i. Monthly Invoice no later than the 15th of the following month.
- ii. File share to include all products in a monthly deliverable folder. All files to be uploaded to the monthly deliverable folder by the 15th of the following month.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work for labor, direct travel and New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement in [YEAR] totaling (\$_____) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$_____). Payment shall be made based on the hourly rate schedule as shown in Attachment A and pre-approved direct costs for travel. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate one calendar year after the initial effective date unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), or extended or renewed in the discretion of DHSEM. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. **Termination Management.** Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this

Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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 Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the

preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

E. 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.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment.

Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

22. Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they

meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, or email with read receipt, as follows:

To the Agency:
Wendy Blackwell, Preparedness Bureau Chief
Department of Homeland Security and Emergency Management
P.O. Box 27111
Santa Fe, New Mexico 87502
Wendy.Blackwell@state.nm.us

To the Contractor:
[insert contact name, title, contractor name, address and email].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

APPENDIX D

COST RESPONSE FORM

Job Title or Classification	Cost per Hour Year 1	Cost per Hour Year 2	Cost per Hour Year 3	Cost per Hour Year 4
Program Manager				
Project Manager				
Senior Advisor				
Principal Consultant				
Senior Consultant				
Staff Consultant				
Associate Consultant				
Senior Analyst				
Analyst/Technician				
Clerical/Word Processing				
Senior Administrative				
Staff Administrative				
Associate Administrative				
Total Cost				
Number of Job Classifications				
Average Cost per Hour				

Notes to Offeror:

The Agency shall pay the Contractor for services satisfactorily performed based upon deliverables, milestones and budget. Offeror must submit the Cost Response Form identifying the hourly rate for each job title, or equivalent, to cover each year of the 4 year term of the contract. The Offeror is not required to provide differing costs for all four years of the contract. Cost is to include all labor, materials, mailings, fees and taxes to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. 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. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

Direct travel costs will be covered on an as-needed basis. Direct travel costs include, but are not limited to the following; airfare, rental car, mileage and meals. Individual receipts must be submitted as supporting documentation to be included with the invoice. Pre-approval by the agency is required for all travel. It is anticipated that the selected vendor will need to conduct work in New Mexico. Based on available funding and work load, this may be revised.

To determine the number of points awarded for Cost, the following steps will occur.

First, the average hourly cost will be determined by first dividing the total hourly rate for all job titles for year one of the contract by the number of job titles identified by the Offeror for year 1 of the contract. The Offeror will repeat this process for years 2, 3 and 4 costs.

$$\frac{\text{total hourly rate for all job titles for year 1}}{\text{number of job titles for year 1}} = \text{average hourly cost for year 1}$$

Second, the average hourly rate for each year of the contract will be added and divided by the number of years represented in the Offeror's Cost Response Form. The Evaluation Committee will perform this step.

$$\frac{\text{average hourly rate for years 1 4}}{4} = \text{average hourly rate for 4-year term}$$

Third, the lowest average hourly rate for all job classifications for all offerors will be divided by the average hourly rate submitted by this offeror. The result will be multiplied by 100 to determine the number of points. The Evaluation Committee will perform this step.

For example; if \$10 per hour is the lowest average hourly rate for all job classifications for all bidders and this bidder's average hourly rate for all job classifications is \$20, the points would be awarded as follows;

$$\frac{\$10}{\$20} = .5 \quad .5 \times 100 = 50 \text{ points}$$

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21-795-0000-0245

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS# (if available)	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____

Authorized Signature and Date *(Must be signed by the individual identified in item #2.A, above.)*

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to Sarah Peterson, Procurement Manager, Sarah.Peterson@state.nm.us NMDHSEM, 13 Bataan Blvd., Santa Fe, NM 87508 by February 16, 2021 at 5:00 pm Mountain Standard Time for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

If more than three references are submitted for any one offeror, the Agency will evaluate the first three references that are submitted based on the date/time stamp.

RFP # 21-795-0000-0245
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Prime Offeror, not sub-contractor)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, New Mexico Department of Homeland Security and Emergency Management via e-mail at:

Name: Sarah Peterson, Procurement Manager
Address: 13 Bataan Blvd.
Santa Fe, NM 87502

Email: Sarah.Peterson@state.nm.us

Forms must be submitted no later than **February 16, 2021 by 5:00 p.m.** Mountain Standard Time and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Project Manager** at Wendy Blackwell, Preparedness Bureau Chief, Office phone (505-)476-9676; Wendy.Blackwell@state.nm.us. When contacting the Project Manager, include the Request for Proposal number provided at the top of this page.

Name of Sub-consultant to Prime Offeror (if applicable)	
Company providing reference	
Contact name and title/position	
Contact telephone number	
Contact E-mail address	
Project description	
Project dates (starting and ending)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise in natural hazard mitigation planning, sub-grant applications and project implementation?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the client priorities and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How would you rate the vendor's ability to modify their approach to a scope of work when given redirection?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: