

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

REQUEST FOR PROPOSALS (RFP)

**Housing Assessment Services for
New Mexico Home Recovery Program**



RFP#
26-795-0000-00020

Release Date: March 16, 2026

Proposal Due Date: April 16, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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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 agency specific contracts through competitive procurement of services to perform assessments in support of the program repair, reconstruction, and new construction of disaster damaged residential housing, and manufactured housing replacement activities necessary as a result of. damages from the New Mexico 2024 Disaster Events. Assessment firms must remain in good standing with the Department of Homeland Security and Emergency Management (DHSEM), the State of New Mexico.

These services are intended to support ongoing post-disaster recovery efforts in the federally declared counties of Chaves and Lincoln counties as identified in the [New Mexico CDBG-DR Action Plan \(2024 Disasters\)](#), including the repair and replacement of eligible single-family residential structures in designated disaster-impacted areas. Funding is provided by grants to the State of New Mexico from the HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) program.

B. BACKGROUND INFORMATION

The State of New Mexico experienced two (2) federally declared disasters in 2024. DR-4795-NM was declared on June 20, 2024, in response to the South Fork and Salt Fires and DR-4843-NM was declared on November 1, 2024, in response to the Severe Storm and Flood event in Chaves County. On January 7, 2025, the U.S. Department of Housing and Urban Development (HUD) issued an allocation to the State of New Mexico in Community Development Block Grant for Disaster Recovery (CDBG-DR) funding. The purpose of CDBG-DR is to support long-term disaster recovery by addressing unmet needs in communities impacted by the 2024 disaster events. Funding is authorized under Public Law 118-158, the Further Continuing Appropriations and Disaster Relief Supplemental Appropriations Act, 2025 (H.R. 10445-118th Congress (2023-2024)). Regulations for this CDBG-DR appropriation are detailed in 90 FRN 4759 and the Universal Notice, 90 FRN 1754.

As the authorized agency for all statewide disaster response and recovery operations, DHSEM is the responsible entity for management of CDBG-DR. DHSEM implements disaster recovery efforts, including CDBG-DR, in coordination with the New Mexico Department of Finance and Administration (DFA), which is responsible for all annual, non-disaster Community Development Block Grant allocations.

The DHSEM CDBG-DR New Mexico Home Recovery Program, funded by the HUD CDBG-DR and MIT allocations, will provide direct services to repair and replace disaster damaged single-family homes, including Mobile / Manufactured Housing Units (MHUs) for residents affected by DR-4795-NM and DR-4843-NM in Lincoln and Chaves Counties. The goal of the New Mexico

Home Recovery Program is to help disaster-impacted residents return home to safe, resilient, and sustainable living conditions, with mitigation strategies integrated to reduce future disaster risks. The New Mexico Home Recovery Program was created in response to the urgent needs for resident housing following the disaster. As outlined in the New Mexico CDBG-DR Action Plan requirements for the 2024 disasters, at least 80% of housing assistance funds must be used in the Most Impacted and Distressed (MID) areas defined by the U.S. Department of Housing and Urban Development (HUD). These are communities and counties that sustained the most severe disaster damage and have the highest remaining unmet housing needs. The Action Plan identifies the following counties and communities as MID Areas:

- Lincoln County – HUD MID (South Fork and Salt Fires).
- Chaves County – HUD MID (Severe Storm and Flooding).

This program will be administered by the State of New Mexico through direct service delivery, ensuring both the efficient allocation of resources and compliance with applicable federal and state disaster recovery guidelines. To implement the program, DHSEM is conducting this competitive procurement process to award qualified firms. Approved projects will be assigned to these firms for execution, with DHSEM overseeing project management and issuing payments directly to the contractors.

The New Mexico HRP is projected to support approximately 350 to 450 rehabilitated, reconstructed, newly constructed, or replaced housing units, including Manufactured Housing Units (MHUs), subject to program variables, eligible costs, and a maximum housing assistance cap of \$350,000 per unit. The maximum assistance cap may only be exceeded at the written authorization of the State Director per the Action Plan.

Awarded firms are allowed and encouraged to select local businesses for subcontracting opportunities whenever possible. In alignment with 2 CFR § 200.321, firms are encouraged to recruit and provide subcontracting opportunities with Section 3, small, women-owned, and minority-owned businesses. This approach not only supports the local economy but also ensures compliance with federal regulations regarding equitable and inclusive procurement practices. This is not an evaluation criterion; no points are associated with the requirement.

C. SCOPE OF PROCUREMENT

DHSEM is seeking to enter into agency specific contracts with qualified firm(s) to perform damage, progress, and other assessments in support of the New Mexico Home Recovery Program (HRP) for residential structures damaged in the New Mexico 2024 Disaster Events, in compliance with local, state, and federal requirements under the HUD CDBG-DR program.

A comprehensive Scope of Work is available in Section IV. The TERM of the resulting contracts will be four (4) years with the option for two (2) one (1) year renewals for a total TERM not to exceed six (6) years. This RFP may result in multiple awards.

D. PROCUREMENT MANAGER

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

Name: Angel Roybal, Procurement Manager
Telephone: (505) 490-1447
Email: angel.roybal@dhsem.nm.gov

1. **Any inquiries or requests** regarding this procurement must 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 Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via Dropbox system. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State ADA Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. ““**Assessments**” means formal, documented evaluations conducted before, during, and after construction activities to verify eligibility, progress, quality, compliance, and completion of work. Assessments include photographic documentation, checklists, and reports.
3. “**Award**” means the final execution of the contract document.
4. .

5. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**CDBG-DR**” means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.
7. “**CDBG-DR Home Recovery Program Guide**” means the set of guidelines adopted by the Department of Homeland Security and Emergency Management (DHSEM) that govern the implementation of the housing program.
8. “**CFR**” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
9. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
10. “**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.
11. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
12. “**Contractor**” means any business having a contract with a state agency or local public body.
13. “**Determination**” means the written documentation of a decision of a procurement officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
14. “**Desirable**” the terms ”may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
15. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the Dropbox system.

16. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
17. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
18. **“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.
19. **Estimated Cost of Repairs (ECR)”** means a line-item assessment of repairs needed to bring the property to program standards.
- 20.
21. **“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.
22. **“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, as explained in Section II.B.8.
23. **“Green Building Standards”** means all rehabilitation that meets the definition of substantial improvement, reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (1) ENERGY STAR (Certified Homes or Multifamily High-Rise), (2) EPA Indoor Air Plus (Energy Star a prerequisite), (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations, and Maintenance, or Neighborhood Development), or (4) ICC–700 National Green Building Standard.
24. **“HUD”** means the United States Department of Housing and Urban Development.
25. **“Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts”** means a type of contract that allows ordering an unspecified amount of services or supplies during a fixed period, with individual task orders defining scope, schedule, and price.
26. **“IT”** means Information Technology.

27. “**Liquidated Damages**” means a pre-determined daily amount established to reasonably estimate the cost, inconvenience, and administrative burden caused by a contractor’s failure to complete work within the approved timeframe
28. “**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 may result in the rejection of the Offeror’s proposal.
29. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
30. **Mobile/Manufactured Housing Unit (MHU)**” means a movable or portable housing structure over thirty-two feet in length or over eight feet in width constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence and that may include one or more components that can be retracted for towing purposes and subsequently expanded for additional capacity or may be two or more units separately towable but designed to be joined into one integral unit, as well as a single unit. "Manufactured home" does not include recreational vehicles or modular or premanufactured homes, built to Uniform Building Code standards, designed to be permanently affixed to real property. "Manufactured home" includes any movable or portable housing structure over twelve feet in width and forty feet in length that is used for nonresidential purposes.
31. “**Mobilize**” means to demonstrate the ability to mobilize resources, personnel, and equipment within 30 days of award, ensure proper management of projects in New Mexico, and show capacity to handle multiple assignments across counties.
- 32.
33. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services, or construction to more than one Offeror.
34. “**New Mexico Department of Homeland Security and Emergency Management (DHSEM)**” means the administrator of the Community Development Block Grant-Disaster Recovery and Community Development Block Grant-Mitigation programs funded by the U.S. Department of Housing and Urban Development. DHSEM is the governor-designated state authority responsible for administering all long-term disaster recovery funds awarded to the state of New Mexico.
35. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
36. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

37. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
38. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
39. **“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.
40. **“Reconstruction”** means the demolition, removal, and disposal of an existing housing unit and the construction of a unit on the same lot, and in substantially the same footprint, with a new unit that complies with the International Residential Codes (IRC), as required by the New Mexico Code.
41. **“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.
42. **“Rehabilitation”** means the repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.
43. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
44. **“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.
45. **“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.
46. **“Scope of Work”** means the repairs, reconstruction, or home replacement work identified as eligible for construction and developed as a result of onsite assessments

47. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into Dropbox system prior to the submission deadline stated in the RFP.
48. **“Setup”** means the customary practice associated with the purchase and delivery of a Manufactured Housing Unit (MHU). Setup includes but is not limited to site and foundation preparation; utility installation and/or connection; transportation and placement of the unit; installation of skirting, porches, stairs, and accessibility features; obtaining all required licenses, inspections, and municipal approvals; and any other work necessary to make the Unit ready for occupancy.
49. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
50. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
51. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
52. **“State (the State)”** means the State of New Mexico.
53. **“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.
54. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
55. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
56. **“Task Order”** means a written authorization issued by the Procuring Agency defining the scope, deliverables, schedule, and compensation for specific assessment services under this Agreement.
57. **“Unit”** means an individual Manufactured Housing Unit

58. **“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.

59. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible

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 this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.dhsem.nm.gov/active-procurement-opportunities/>.

Other relevant links:

DHSEM Community Development Block Grant for Disaster Recovery

<https://www.dhsem.nm.gov/cdbg-dr2025/>

New Mexico Regulations & Licensing Department

<https://www.rld.nm.gov/manufactured-housing-division/>

CDBG-DR Home Recovery Program Guide

<https://www.dhsem.nm.gov/cdbg-dr2025/>

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	Agency	03/16/2026
2. Acknowledgement of Receipt Form	Potential Offerors	3/25/26 by 5PM
3. Pre-Proposal Conference	Agency	3/25/26 at 10:00AM
4. Deadline to submit Written Questions	Potential Offerors	3/27/26 by 5:00PM
5. Response to Written Questions	Procurement Manager	3/31/26
6. Submission of Proposal	Potential Offerors	4/16/26
7.* Proposal Evaluation	Evaluation Committee	4/17/26 to 4/23/26
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	4/27/26 – 4/30/26
9.* Contract Awards	Agency/ Finalist Offerors	05/01/2026
10.* Protest Deadline	Agency	05/15/2026

* Dates indicated in Events 9 through 10 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. Issue RFP

This RFP is being issued on behalf of the State of New Mexico DHSEM on the date indicated in Section II.A, Sequence of Events. Offerors may download the RFP in an electronic format by accessing the Department of Homeland Security website at: <https://www.dhsem.nm.gov/active-procurement-opportunities/>.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to have their organization placed on the procurement Distribution List. The form must

be returned to the Procurement Manager on the time and date indicated in Section II.A, Sequence of Events.

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 non-mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at **03/25/2026 and 10:00AM**, MST/MDT via Microsoft Teams.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/25590342898491?p=80bv6fl7g-szElWzsqK>

Meeting ID: 255 903 428 984 91

Passcode: cC2JN2wc

- The pre-proposal conference will be conducted virtually via **Microsoft Teams**.
- Offerors are responsible for ensuring they have access to Microsoft Teams prior to the conference start time.
- Participants are encouraged to join the meeting at least 5 minutes early to allow time for connectivity and audio setup.
- Upon joining, participants must enter their full name, title, and organization to facilitate attendance tracking.
- All participants will be placed on mute upon entry.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

A public log of Offerors attending the mandatory pre-proposal conference will be maintained. Only Offerors who attend the mandatory pre-proposal conference, either directly or through an authorized representative, will be eligible to submit a proposal and will be granted access to the log of offerors attending the pre-proposal conference.

Failure to attend the mandatory pre-proposal conference will result in the Offeror being deemed non-responsive and removed from further consideration.

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 MST/MDT** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.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 provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (**Section II.B.2 and APPENDIX A**).

The Questions and Answers will be posted to: <https://www.dhsem.nm.gov/active-procurement-opportunities/>.

6. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the Dropbox system by the deadline set forth in this RFP. The Dropbox system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the Dropbox system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Dropbox system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through Dropbox system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the Dropbox system, will not be accepted.

A 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.

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. 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. 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.

9. Contract Awards

The award is subject to appropriate Department and State approval. 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.

10. 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 MST/MDT 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 directed to:

Regina Chacon, Protest Manager
Regina.chacon@dhsem.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, 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. Contractor Personnel

Personnel proposed in the Contractor's written submission to the Procuring Agency are considered material to any work performed under the contract. Once a contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

4. 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.

5. Subcontractors/Consent

The use of subcontractors is permitted; however, the Contractor shall not subcontract any portion of the contract without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this contract, nor shall any subcontracting obligate payment from the Agency. The prime contractor shall remain wholly responsible for the entire performance of the contractual agreement, including work performed directly by the prime contractor and work **provided through subcontractors**. 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. Any subcontractors which the respondent intends to use, and which are known at the time of response should be identified in the proposal response.

6. Subcontracts

The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

7. Amended Proposals

An Offeror may submit an amended proposal before the proposal due date. 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.**

8. 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.

9. 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.

10. 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:*

1. confidential financial information concerning the Offeror's organization;
and
 2. 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 Section III.B.2.a, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 (APPENDIX C) 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.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), 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.

State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

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.**

18. 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.

19. Payment for Purchases

Except as otherwise agreed to late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

20. 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.

21. 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.

22. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 or SPD.

28. 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.

29. Electronic mail address required

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

30. 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.dhsem.nm.gov/active-procurement-opportunities/>.

31. 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.

32. 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.**

33. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. 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 necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, 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 submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

34. 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:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. 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;
 3. 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;
 4. 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. Contractor agrees that any and all claims for overcharge resulting from antitrust

violations which are borne by the State as to goods, services, and materials purchased in connection with this proposal are hereby assigned to the State.

- C. 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.
- D. The Contractor shall provide immediate written notice to the State Purchasing Agent 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.
- E. 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.
- F. 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.
- G. 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.

35. New Mexico/Native American Resident Preferences

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident 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. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA DROPBOX SYSTEM IS PERMITTED

<https://www.dropbox.com/scl/fo/46tmryor7beabr6fxepsw/AIbhEJCRCFXq4p2X78bfCcog?rlkey=5ovqwr96n6dqp151wb5mir8cq&st=a9coajf&dl=0>

Any proposal that does not adhere to the requirements of this **Section II.B** and **Section III.C Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

1. Electronic Submission Requirements

- a. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate uploads**, and must be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.
- b. **Complete proposal upload prior to submission deadline** - ***It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the Dropbox system by the deadline set forth in this RFP. The Dropbox system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the Dropbox system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Dropbox system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE OFFER CAN BE ACCEPTED.***
- c. **Upload a single Technical file and a single Cost file, unless a document exceeds 50MB** - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*

- d. **DO NOT upload .zip files** - In accordance with the State of New Mexico’s Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.
 - e. **DO NOT password-protect proposal documents** – The Dropbox system is secure, and accessible only to the Procurement Manager, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.
 - f. **Dropbox Technical Support**
 - i. For assistance with completing the registration process, uploading a proposal, or other technical support issues, call (505) 373-7365.
 - ii. For assistance with Dropbox passwords or if the primary contact for your account is no longer employed by your organization call (505-373-7365).
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* ***The Technical Proposal SHALL NOT contain any Cost information.***
- a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC 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 first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Response to Contract Terms and Conditions (from Section II.C.15)
5. Offeror's Additional Terms and Conditions (from Section II.C.16)
6. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References (Optional: Offeror may include a list of its references)
 - c. Mandatory Specifications
 - d. Desirable Specifications
 - e. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable) Performance Surety Bond (if applicable)
7. Completed Cost Estimate Housing Assessment Services Form (APPENDIX D.1)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. General Requirements

All work performed under this solicitation shall comply with the State of New Mexico CDBG-DR Home Recovery Program Guide, the New Mexico Home Recovery Program Housing Construction Specifications, the New Mexico Home Recovery Program Housing Design Standards, and applicable assessment standard operating procedures. These documents are incorporated by reference and establish program-wide requirements for materials, methods, design, accessibility, energy efficiency, and resiliency standards.

The Contractor shall coordinate closely with DHSEM staff and other designated entities and must maintain familiarity with, and operate in alignment with, federal regulations, including the CDBG-DR Action Plan (2024 Disasters) and applicable guidance such as:

- 2 CFR 200 (Uniform Administrative Requirements)

- 24 CFR 58 (Environmental Review Procedures)
- HUD Lead Safe Housing Rule (24 CFR Part 35)
- EPA Renovation, Repair, and Painting (RRP) requirements

The Contractor is responsible for ensuring accuracy, completeness, and timely delivery of all required field assessments, reports, cost determinations, and verification activities. All work must reflect appropriate industry certifications and technical competence.

All inspectors must be trained and qualified to perform assigned tasks. All work must be coordinated with DHSEM staff and uploaded to the Program's designated System of Record within required timeframes.

The Contractor is responsible for accuracy, completeness, technical sufficiency, and regulatory compliance of all reports, assessments, and documentation.

The Contractor will be bound to the terms and conditions outlined in the contract, program guidelines, policies, and procedures.

2. Work Order Structure

DHSEM will issue work orders for individual properties or grouped assignments. Each work order will contain location-specific requirements and assessment task expectations. Work order elements may include:

- Physical address and site description
- Assigned assessment type
- Key property characteristics known by the program
- Required schedule or operational constraints
- Copy of Right of Entry signed by applicant, applicant designee, or Power or Attorney
- Contact information required to coordinate site access

Multiple properties may be assigned within a single work order, and the Contractor shall coordinate completion in accordance with DHSEM direction.

3. Scope of Services

The Contractor shall provide a high level of customer service and support applicant coordination:

- Provide professional, courteous, and timely customer service to applicants, program staff, program general contractors, and other program vendors/stakeholders.
- Coordinate with the applicant(s), communication designee, or Power of Attorney to schedule a date and time to perform the assessment when the applicant(s),

communication designee, or Power of Attorney can be present and provide access to the home or property.

- Provide applicants with assessment reports when required.
- Maintain communication logs and provide program representatives with status updates via written reports and data.
- Collaborate with program staff to support process improvements, as needed. Communicate with program case managers to keep them apprised of applicant communications, and elevate applicant concerns, questions, and/or complaints.

The Contractor shall perform two primary categories of services:

- Pre-Construction Assessment Activities, and
- Construction-Phase Progress Assessment and Monitoring Activities.

These services support the Program's eligibility, feasibility, compliance, construction oversight, and final quality assurance requirements.

General requirements necessary to perform assessments for the HRP include:

- All assessors must have access to and demonstrate proficiency in Xactimate.
- Assessment firms must have all staff assigned to the project attend any and all program-required training.
- Assessment firms must have qualified staff members to supervise and QC assessment modifications that incorporate environmental hazard mitigation scope.
- Assessment firms must provide an internal QA/QC function to review all program deliverables prior to submission to the program.
- Must maintain high accuracy and timeliness of deliverables.
- Deliverables received by the program will also undergo a program-staff QA/QC process. Failed reports will be returned to the assessment firm for correction. A deliverable is not accepted as complete by the program until all corrections, if any, have been made, the deliverable has been resubmitted, and the deliverable has been approved by program staff. Deliverables may require several revisions depending upon level of quality supplied by the assessment firm.
- Must be able to maintain compliance with program rules, standards, and guidelines.

4. Pre-Construction Assessment Activities

The Contractor shall conduct assessments and analyses prior to the start of construction to support program determinations of applicant property eligibility, determine current site conditions, and support program analyses related to the final category of construction for which an applicant is eligible. Services include:

- a) Damage Assessment
 - Verify presence or absence of disaster damage.

- Log GPS coordinates of the property and take photographs of the exterior of the home and surrounding property as specified in program standard operating procedures.
 - Complete the program-provided property conditions report documenting any characteristics of the property/land that may need to be addressed further, such as presence of above ground storage tanks, debris, septic systems and provide photographic evidence of same.
 - Document observable site conditions and note whether the structure appears unsafe to enter based on visible conditions and program safety guidelines..
 - Interview the homeowner to understand impact of the disaster event on the property and any other relevant property history.
 - Assess the exterior and interior of the home and produce a dimensioned sketch of the structure and all interior rooms.
 - Produce field notes, measurements, and photographs.
 - Document repairs already completed, consistent with program guidelines and produce the Damage Verification Report (DVR).
 - Document repairs needed to bring the home to program standards and produce the Estimated Cost of Repairs (ECR).
 - Use location-specific Xactimate pricelists to generate line-item Xactimate estimates for the DVR and ECR.
 - Produce Xactimate estimates in conformity with program guidelines. Incorporate Green Building Standards (GBS) in all ECRs to the greatest extent feasible within program guidelines.
 - Deliverables must be uploaded into the Program’s designated system of record within required timeframes.
- b) Scoping for LBP, RDN, and ASB (as requested), and Accessibility.
- The firm(s) selected to provide services under this procurement will be required to read, understand, and interpret LBP, ASB, and/or RDN assessments, but will not be performing these environmental testing, assessment, and clearance examinations. Testing, assessment, and clearance will be handled by a separate vendor or set of vendors. Their reports will be provided to the firms selected under this procurement so that appropriate mitigation line-item scope can be added to project scopes/estimates. This task does not require a site visit or onsite assessment. It is a desktop only, scoping and pricing exercise.
 - Based on program-determinations, scopes of work may require inclusion of program-approved accessibility features. The program will make every effort to notify assessment firms that an applicant qualifies for these features prior to assessment assignment so that the assessor may include scope for program-approved accessibility modifications in the estimated cost of repair. However, a revision of the original ECR may be required at a later date due to the change in an applicant’s circumstance or discovery of need in later program stages.

- Review LBP and/or ASB risk assessment reports to identify home components or systems that have tested positive LBP or ASB hazards and which will be disturbed by the program's construction activities.
 - Revise estimates to include mitigating measures such as encapsulation, removal and replacement, specialized cleaning, placement of sod, etc. as appropriate to mitigate the identified hazard that will be disturbed by program activities.
 - Include venting/exhaust systems or other construction measures to mitigate RDN exposure on properties where RDN testing has indicated such measures are necessary and specified by the program.
- c) Pre-Construction Site Visit and Scope Revisions
- Coordinate with construction contractors to walk properties assigned to the contractor for construction prior to construction start.
 - Document existing conditions and baseline compliance requirements.
 - Verify property access and environmental/historic considerations via prior coordination with program staff.
 - Document scope items contractor indicates are necessary, but which were not included in the original estimated scope, along with justification for request to amend scope and include.
 - Coordinate with program construction managers to obtain approval for contractor requested scope modifications.
 - Produce a revised scope of work based on any program-approved changes, within five (5) business days of pre-construction site visit.

5. Construction-Phase Assessments and Monitoring Activities

The Contractor shall complete assessments during active construction to confirm compliance with the approved ECR, Program specifications, and municipal/building requirements. Required assessment activities include:

- a) Progress Assessments (General Requirements)
- Respond to and schedule progress assessments based on general contractor request.
 - Monitor contractor performance for compliance with contract terms, workmanship standards, and building codes in conjunction with progress assessments at key percentage completion intervals.
 - Verify all appropriate permits have been obtained.
 - Verify all municipal code inspections have taken place and all work has passed inspection by the local authority.
 - Verify all work is in-scope or contained in an approved change order.
 - Document and report findings and deficiencies.
 - Verify that corrective actions are completed.

- Submit completed assessment reports with determination of pass or fail, consistent with program guidelines.
 - Conduct milestone assessments (e.g., 50% and 100%) in accordance with the Home Recovery Guide and applicable assessment standard operating procedures.
- b) 50% Progress Assessment
- Review scope of work and document line-item completion for repair that meets or exceeds a minimum of 50% scope completion.
 - Review foundation, site prep, framing, dry-in, and initial MEP rough-ins complete for reconstruction, new construction.
 - Review site conditions, delivery of MHU, and initial setup for MHU replacement.
 - Verify that materials are new and previously unused.
 - Review roofing, windows, doors, siding, insulation, and major utility work (as applicable to construction scope of work).
 - Identify deviations, deficiencies, or incomplete work.
 - Issue corrective action documentation.
 - Submit progress assessment reports within three (3) business days of scheduled onsite visit.
- c) 100% Progress Assessment
- Review scope of work and document line-item completion for all remaining repair scope completion.
 - Review drywall, flooring, cabinetry, interior finishes, and systems installation for reconstruction and new construction.
 - Verify all municipal code inspections have been completed and permits have been closed.
 - Verify final environmental hazard (LBP, ASB, RDN) clearance report in file and passed.
 - Confirm full compliance with program requirements.
 - Verify unit is safe, functional, and ready for occupancy.
 - Verify all corrective actions complete.
 - Verify contractor has provided all warranty information and user manuals.
 - Verify certificate of occupancy, certificate of completion, or equivalent, as required.
 - Verify final elevation certificate and elevation meets program standards (as required).
 - Submit progress assessment reports within three (3) business days of scheduled onsite visit.
- d) Re-Assessment
- If a progress assessment results in deficiencies or corrective actions that rise to the level of a failed assessment, as indicated in program standard operating procedures, a reassessment will be assigned. The reassessment scope of work

will include verification that the previously deficient items have been corrected and/or corrective actions have been completed. Assessors will submit an additional report documenting the property conditions at the time of reassessment and the outcome of the reassessment activity.

e) Intermittent Compliance Assessments

- In addition to pre-determined, pre-scheduled damage, pre-construction, and progress assessments, the program will initiate random intermittent compliance assessments. These assessments will be assigned by the program’s internal Construction Manager.
- Assessors will visit active general contractor worksites without prior notice to the contractor, as assigned by the program Construction Manager.
- Assessment tasks/items may include verification of site safety, security, cleanliness, permit/regulatory signage/posting, use of PPE, completion of work practices in compliance with program standards, proper removal/disposal of construction materials and debris, compliance with environmental conditions impacting construction, appropriate site supervision, etc.
- Assessors will be provided a checklist to complete and return with photo documentation and field notes to document findings and corrective actions.

f) Warranty Assessments

- General contractors must provide warranties per program guidelines. They will manage their warranty claims, but the program may choose to assess warranty repair work from time to time. In these scenarios, the firm(s) selected under this procurement may be assigned to perform a site visit to confirm warranty work was completed.
- Assessors will submit a warranty assessment report.

6. Regulatory Compliance Requirements

The Contractor must ensure all assessment and documentation activities comply with:

- HUD environmental and housing safety standards
- International Residential Code (IRC)
- State of New Mexico licensing and permitting
- OSHA and EPA safety provisions

7. Contractor must maintain all required licenses and certifications
Deliverables

All deliverables must be submitted in the required DHSEM format and within the timelines specified in the work order. Deliverables may include:

Deliverable	Performance Standard
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Damage Assessment Site Report	Within three (3) business days of site visit. Must accompany submission of DRV and ECR.
Damage Repair Verification (DRV)	Within three (3) business days of site visit.
Revised DRV due to QC issue	Within (5) business days of program notification of QC issue(s).
Estimated Cost of Repairs (ECR)	Within three (3) business days of site visit.
Revised ECR due to QC issue	Within (5) business days of program notification of QC issue(s).
Progress Assessment Report	Within three (3) business days of scheduled onsite visit for 50% and 100% completion.
Reassessment Report	Within three (3) business days of scheduled onsite visit for a failed 50% or 100% completion.
Intermittent Compliance Assessment Report	Within three (3) business days of site visit.
Final Assessment Package and Certification	Within (5) business days of a passing 100% assessment.
Warranty Assessment Report	Within three (3) business days of site visit.
Weekly Status Reports	Each Monday covering work to date through the previous week.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) Provide a detailed description of services offered, consistent with Section IV.A above, and of relevant experience performing the same or similar services. The narrative must thoroughly describe how the Offeror has provided similar services under previous contracts and must address the Offeror's experience, expertise, and knowledge as a provider of these services, consistent with the minimum qualification requirements outlined in Section IV.B.3(a-h). Any experience supporting federally funded or state-funded programs should be highlighted. The narrative must indicate how many damage, pre-construction, progress, intermittent, and warranty assessment engagements have been completed in the last five (5) years and what percentage of the Offeror's business revenue is derived from these services. The narrative must also include the applicable program name(s) (if any) and the state(s) or county(ies) in which the work was performed.

- b) Provide a resume/bio of all key personnel that the Offeror proposes to use in performance of the resulting contract, should the Offeror be awarded. Key personnel are defined as project managers, field assessors, Xactimate-writers, customer service agents, and QA/QC staff. Each résumé/bio must include education, work experience, relevant certifications or licenses, and any additional qualifications that demonstrate competency in residential assessment services consistent with the Scope of Work.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specifications

a) Experience and Expertise

Offeror must demonstrate relevant experience delivering services consistent with Section IV.A, Detailed Scope of Work (e.g., property damage assessments, development of Damage Repair Verification (DRV) reports, preparation of Estimated Cost of Repairs (ECR) using Xactimate, pre-construction, construction progress, final, and warranty assessments, and related documentation required to support disaster housing repair, rehabilitation, reconstruction, or replacement programs.

b) Data Collection and Reporting Systems

Offeror must describe its systems for data collection, tracking, and reporting used to effectively manage an assessment portfolio and multiple assessment assignments undertaken concurrently. Offeror must describe its systems and methodologies for data capture, documentation, storage, tracking, and reporting used to support

assessment documentation and recordkeeping requirements. If applicable, Offeror should describe capabilities for GPS-enabled data collection, mobile assessment applications, integration with estimating platforms (e.g., Xactimate), and quality assurance workflows to ensure accuracy and consistency.

c) Federal Registration (SAM.gov UEI)

Offeror must provide a valid Unique Entity Identifier (UEI) registered in SAM.gov and maintain active registration for the duration of the resulting contract. The Offeror must not be suspended or debarred from doing business with the federal government.

d) Compliance with Federal, State, and Local Standards

Offeror must demonstrate the ability to perform services in accordance with:

- **Applicable Federal Requirements**, including CDBG-DR housing program compliance requirements, and relevant cross-cutting authorities affecting the program.
- **Program Requirements**, including all policies, templates, workflows, and reporting standards issued by DHSEM.

e) Mobilization and Capacity

Offeror must demonstrate the ability to mobilize within 30 calendar days of the notice of award, with all staff, equipment, and resources in place in New Mexico and ready to receive assignments. Offeror must also demonstrate sufficient capacity to manage multiple concurrent projects across different counties, as assigned, and the ability to complete projects within program established timeframes.

f) Geographic Coverage

Offerors must demonstrate the capacity to provide services in Chaves County and Lincoln County.

g) Xactimate Software and Experience

Offerors must have Xactimate software licenses and demonstrated experience providing assessment reports using Xactimate.

4. Desirable Specifications

- a) Respondent should demonstrate a minimum of five (5) years of experience in assessment services for residential housing programs funded by federal or state sources, such as Community CDBG-DR funds. Respondent should provide details including program name; dates of participation; and scope of work for which the respondent was responsible along with any statistical information demonstrating the number of assessments completed, by type and QC pass rates for deliverables submitted. Respondent must indicate whether they completed their contract or if

they ceased work for the program prior to contract end date either voluntarily or as a result of agency action.

- b) Offerors should address the specifications listed in Section IV, Subsections A and B, providing details on any processes, practices, tools, or methodologies such as mobilization and office locations, management strategy, supervision practices/structure, customer service and homeowner (applicant) communication, scheduling, QA/QC, process workflows, documentation and reporting, and project closeout activities.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offeror(s) must submit copies of the most recent year’s independently audited financial statements, the most current 10K, as well as financial statements for the preceding two years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. 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 submit a signed form will result in Offeror’s disqualification.**

3. 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.**

4. Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

Lowest Responsive Offeror’s Cost
----- X Available Award Points

Each Offeror's Cost

Pricing evaluation is based solely on pricing submitted using the **Cost Estimate Housing Assessment Services Form (Exhibit D.1)**.

5. New Mexico/Native American Resident Preferences

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

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.

Table 1: Evaluation Point Summary

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (600 Total Points)	
B. 1. Organizational Experience	350
B.1.a. Relevant Experience	250
B.1.b. Key Personnel Experience	100
B. 2. Organizational References	60
B. 3. Mandatory Specifications	Pass/Fail
B.3.a. Experience and Expertise	Pass/Fail
B.3.b. Data Collections and Reporting Systems	Pass/Fail
B.3.c. Federal Registration (SAM.gov UEI)	Pass/Fail
B.3.d. Compliance with Federal, Stat and Local Standards	Pass/Fail
B.3.e. Mobilization and Capacity	Pass/Fail
B.3.f. Pricing Submission	Pass/Fail
B.3.g. Geographic Coverage	Pass/Fail
B.3.h. Xactimate Software and Experience	Pass/Fail
B.4. Desirable Specifications	190
B.4.a. 5 Years Fed/State Funded Housing Experience	90
B.4.b. Methods, Processes, Tools	100
C. Business Specifications (400 Total Points)	
C.1. Financial Stability	100
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	300
TOTAL POINTS AVAILABLE	1000

B. NOTES ON EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offerors will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications (See Table 1)

Evaluated on a Pass/fail basis only. No points will be assigned.

4. B.4 Desirable Specifications (See Table 1)

Points will be awarded based upon the extent, quality, and innovation of the Offeror's response as outlined in Section IV.B.4.

5. C.1 Financial Stability (See Table 1)

Points will be awarded based on several key criteria. The company must demonstrate consistent increases in revenue and earnings, which indicate a healthy and expanding business. Additionally, clear evidence of strong cash flow is required to show that the company can generate sufficient cash to meet its financial obligations and support growth. Debt levels should be managed effectively, ensuring that the company can handle its financial commitments without taking on excessive risk. Lastly, effective use of company assets must be demonstrated, highlighting efficient asset management practices.

If independently audited financial statements do not exist, Offeror must state the reason and instead submit sufficient information to enable the Evaluation Committee to assess the financial stability of the Offeror.

6. C.2 Letter of Transmittal (See Table 1)

Evaluated on Pass/Fail only. No points assigned.housing

7. C.3 Campaign Contribution Disclosure Form (See Table 1)

Evaluated on Pass/Fail only. No points assigned.

8. C.4 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

Pricing evaluation is based solely on pricing submitted using the **Cost Estimate Housing Assessment Services Form** (Exhibit D.1).

C. 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. 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 may 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

<Insert Name of RFP>
<Insert RFP#>

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Angel Roybal, Procurement Manager

E-mail: angel.roybal@dhsem.nm.gov

Subject Line: <Insert RFP Title and Number>

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (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 [13-1-181](#) 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:

(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

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

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, 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 General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

8. General Requirements

All work performed under this solicitation shall comply with the State of New Mexico CDBG-DR Home Recovery Program Guide, the New Mexico Home Recovery Program Housing Construction Specifications, the New Mexico Home Recovery Program Housing Design Standards, and applicable assessment standard operating procedures. These documents are incorporated by reference and establish program-wide requirements for materials, methods, design, accessibility, energy efficiency, and resiliency standards.

The Contractor shall coordinate closely with DHSEM staff and other designated entities and must maintain familiarity with, and operate in alignment with, federal regulations, including the CDBG-DR Action Plan (2024 Disasters) and applicable guidance such as:

- 2 CFR 200 (Uniform Administrative Requirements)
- 24 CFR 58 (Environmental Review Procedures)
- HUD Lead Safe Housing Rule (24 CFR Part 35)
- EPA Renovation, Repair, and Painting (RRP) requirements

The Contractor is responsible for ensuring accuracy, completeness, and timely delivery of all required field assessments, reports, cost determinations, and verification activities. All work must reflect appropriate industry certifications and technical competence.

All inspectors must be trained and qualified to perform assigned tasks. All work must be coordinated with DHSEM staff and uploaded to the Program’s designated System of Record within required timeframes.

The Contractor is responsible for accuracy, completeness, technical sufficiency, and regulatory compliance of all reports, assessments, and documentation.

The Contractor will be bound to the terms and conditions outlined in the contract, program guidelines, policies, and procedures.

9. Work Order Structure

DHSEM will issue work orders for individual properties or grouped assignments. Each work order will contain location-specific requirements and assessment task expectations. Work order elements may include:

- Physical address and site description
- Assigned assessment type
- Key property characteristics known by the program
- Required schedule or operational constraints
- Copy of Right of Entry signed by applicant, applicant designee, or Power of Attorney
- Contact information required to coordinate site access

Multiple properties may be assigned within a single work order, and the Contractor shall coordinate completion in accordance with DHSEM direction.

10. Scope of Services

The Contractor shall provide a high level of customer service and support applicant coordination:

- Provide professional, courteous, and timely customer service to applicants, program staff, program general contractors, and other program vendors/stakeholders.
- Coordinate with the applicant(s), communication designee, or Power of Attorney to schedule a date and time to perform the assessment when the applicant(s), communication designee, or Power of Attorney can be present and provide access to the home or property.
- Provide applicants with assessment reports when required.
- Maintain communication logs and provide program representatives with status updates via written reports and data.
- Collaborate with program staff to support process improvements, as needed. Communicate with program case managers to keep them apprised of applicant communications, and elevate applicant concerns, questions, and/or complaints.

The Contractor shall perform two primary categories of services:

- Pre-Construction Assessment Activities, and
- Construction-Phase Progress Assessment and Monitoring Activities.

These services support the Program's eligibility, feasibility, compliance, construction oversight, and final quality assurance requirements.

General requirements necessary to perform assessments for the HRP include:

- All assessors must have access to and demonstrate proficiency in Xactimate.
- Assessment firms must have all staff assigned to the project attend any and all program-required training.
- Assessment firms must have qualified staff members to supervise and QC assessment modifications that incorporate environmental hazard mitigation scope.
- Assessment firms must provide an internal QA/QC function to review all program deliverables prior to submission to the program.
- Must maintain high accuracy and timeliness of deliverables.
- Deliverables received by the program will also undergo a program-staff QA/QC process. Failed reports will be returned to the assessment firm for correction. A deliverable is not accepted as complete by the program until all corrections, if any, have been made, the deliverable has been resubmitted, and the deliverable has been approved by program staff. Deliverables may require several revisions depending upon level of quality supplied by the assessment firm.
- Must be able to maintain compliance with program rules, standards, and guidelines.

11. Pre-Construction Assessment Activities

The Contractor shall conduct assessments and analyses prior to the start of construction to support program determinations of applicant property eligibility, determine current site conditions, and support program analyses related to the final category of construction for which an applicant is eligible. Services include:

b) Damage Assessment

- Verify presence or absence of disaster damage.
- Log GPS coordinates of the property and take photographs of the exterior of the home and surrounding property as specified in program standard operating procedures.
- Complete the program-provided property conditions report documenting any characteristics of the property/land that may need to be addressed further, such as presence of above ground storage tanks, debris, septic systems and provide photographic evidence of same.
- Document whether the structure of the home is present, already demolished, or unsafe to enter per program guidelines.
- Interview the homeowner to understand impact of the disaster event on the property and any other relevant property history.
- Assess the exterior and interior of the home and produce a dimensioned sketch of the structure and all interior rooms.
- Produce field notes, measurements, and photographs.

- Document repairs already completed, consistent with program guidelines and produce the Damage Verification Report (DVR).
 - Document repairs needed to bring the home to program standards and produce the Estimated Cost of Repairs (ECR).
 - Use location-specific Xactimate price-lists to generate line-item Xactimate estimates for the DVR and ECR.
 - Produce Xactimate estimates in conformity with program guidelines. Incorporate Green Building Standards (GBS) in all ECRs to the greatest extent feasible within program guidelines.
 - Deliverables must be uploaded into the Program's designated system of record within required timeframes.
- c) Scoping for LBP, RDN, and ASB (as requested), and Accessibility.
- The firm(s) selected to provide services under this procurement will be required to read, understand, and interpret LBP, ASB, and/or RDN assessments, but will not be performing these environmental testing, assessment, and clearance examinations. Testing, assessment, and clearance will be handled by a separate vendor or set of vendors. Their reports will be provided to the firms selected under this procurement so that appropriate mitigation line-item scope can be added to project scopes/estimates. This task does not require a site visit or onsite assessment. It is a desktop only, scoping and pricing exercise.
 - Based on program-determinations, scopes of work may require inclusion of program-approved accessibility features. The program will make every effort to notify assessment firms that an applicant qualifies for these features prior to assessment assignment so that the assessor may include scope for program-approved accessibility modifications in the estimated cost of repair. However, a revision of the original ECR may be required at a later date due to the change in an applicant's circumstance or discovery of need in later program stages.
 - Review LBP and/or ASB risk assessment reports to identify home components or systems that have tested positive LBP or ASB hazards and which will be disturbed by the program's construction activities.
 - Revise estimates to include mitigating measures such as encapsulation, removal and replacement, specialized cleaning, placement of sod, etc. as appropriate to mitigate the identified hazard that will be disturbed by program activities.
 - Include venting/exhaust systems or other construction measures to mitigate RDN exposure on properties where RDN testing has indicated such measures are necessary and specified by the program.
- d) Pre-Construction Site Visit and Scope Revisions
- Coordinate with construction contractors to walk properties assigned to the contractor for construction prior to construction start.

- Document existing conditions and baseline compliance requirements.
- Verify property access and environmental/historic considerations via prior coordination with program staff.
- Document scope items contractor indicates are necessary, but which were not included in the original estimated scope, along with justification for request to amend scope and include.
- Coordinate with program construction managers to obtain approval for contractor requested scope modifications.
- Produce a revised scope of work based on any program-approved changes, within five (5) business days of pre-construction site visit.

12. Construction-Phase Assessments and Monitoring Activities

The Contractor shall complete assessments during active construction to confirm compliance with the approved ECR, Program specifications, and municipal/building requirements. Required assessment activities include:

- g) Progress Assessments (General Requirements)
 - Respond to and schedule progress assessments based on general contractor request.
 - Monitor contractor performance for compliance with contract terms, workmanship standards, and building codes in conjunction with progress assessments at key percentage completion intervals.
 - Verify all appropriate permits have been obtained.
 - Verify all municipal code inspections have taken place and all work has passed inspection by the local authority.
 - Verify all work is in-scope or contained in an approved change order.
 - Document and report findings and deficiencies.
 - Verify that corrective actions are completed.
 - Submit completed assessment reports with determination of pass or fail, consistent with program guidelines.
 - Conduct milestone assessments (e.g., 50% and 100%) in accordance with the Home Recovery Guide and applicable assessment standard operating procedures.
- h) 50% Progress Assessment
 - Review scope of work and document line-item completion for repair that meets or exceeds a minimum of 50% scope completion.
 - Review foundation, site prep, framing, dry-in, and initial MEP rough-ins complete for reconstruction, new construction.
 - Review site conditions, delivery of MHU, and initial setup for MHU replacement.
 - Verify that materials are new and previously unused.
 - Review roofing, windows, doors, siding, insulation, and major utility work (as applicable to construction scope of work).
 - Identify deviations, deficiencies, or incomplete work.
 - Issue corrective action documentation.

- Submit progress assessment reports within three (3) business days of scheduled onsite visit.
- i) 100% Progress Assessment
- Review scope of work and document line-item completion for all remaining repair scope completion.
 - Review drywall, flooring, cabinetry, interior finishes, and systems installation for reconstruction and new construction.
 - Verify all municipal code inspections have been completed and permits have been closed.
 - Verify final environmental hazard (LBP, ASB, RDN) clearance report in file and passed.
 - Confirm full compliance with program requirements.
 - Verify unit is safe, functional, and ready for occupancy.
 - Verify all corrective actions complete.
 - Verify contractor has provided all warranty information and user manuals.
 - Verify certificate of occupancy, certificate of completion, or equivalent, as required.
 - Verify final elevation certificate and elevation meets program standards (as required).
 - Submit progress assessment reports within three (3) business days of scheduled onsite visit.
- j) Re-Assessment
- If a progress assessment results in deficiencies or corrective actions that rise to the level of a failed assessment, as indicated in program standard operating procedures, a reassessment will be assigned. The reassessment scope of work will include verification that the previously deficient items have been corrected and/or corrective actions have been completed. Assessors will submit an additional report documenting the property conditions at the time of reassessment and the outcome of the reassessment activity.
- k) Intermittent Compliance Assessments
- In addition to pre-determined, pre-scheduled damage, pre-construction, and progress assessments, the program will initiate random intermittent compliance assessments. These assessments will be assigned by the program's internal Construction Manager.
 - Assessors will visit active general contractor worksites without prior notice to the contractor, as assigned by the program Construction Manager.
 - Assessment tasks/items may include verification of site safety, security, cleanliness, permit/regulatory signage/posting, use of PPE, completion of work practices in compliance with program standards, proper removal/disposal of construction materials and debris, compliance with environmental conditions impacting construction, appropriate site supervision, etc.

- Assessors will be provided a checklist to complete and return with photo documentation and field notes to document findings and corrective actions.

1) Warranty Assessments

- General contractors must provide warranties per program guidelines. They will manage their warranty claims, but the program may choose to assess warranty repair work from time to time. In these scenarios, the firm(s) selected under this procurement may be assigned to perform a site visit to confirm warranty work was completed.
- Assessors will submit a warranty assessment report.

13. Regulatory Compliance Requirements

The Contractor must ensure all assessment and documentation activities comply with:

- HUD environmental and housing safety standards
- International Residential Code (IRC)
- State of New Mexico licensing and permitting
- OSHA and EPA safety provisions

14. Contractor must maintain all required licenses and certifications Deliverables

All deliverables must be submitted in the required DHSEM format and within the timelines specified in the work order. Deliverables may include:

Deliverable	Performance Standard
Damage Assessment Site Report	Within three (3) business days of site visit. Must accompany submission of DRV and ECR.
Damage Repair Verification (DRV)	Within three (3) business days of site visit.
Revised DRV due to QC issue	Within (5) business days of program notification of QC issue(s).
Estimated Cost of Repairs (ECR)	Within three (3) business days of site visit.
Revised ECR due to QC issue	Within (5) business days of program notification of QC issue(s).
Progress Assessment Report	Within three (3) business days of scheduled onsite visit for 50% and 100% completion.
Reassessment Report	Within three (3) business days of scheduled onsite visit for a failed 50% or 100% completion.

Intermittent Compliance Assessment Report	Within three (3) business days of site visit.
Final Assessment Package and Certification	Within (5) business days of a passing 100% assessment.
Warranty Assessment Report	Within three (3) business days of site visit.
Weekly Status Reports	Each Monday covering work to date through the previous week.

2. Compensation.

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) 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 (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is 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 GSD/SPD. 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 GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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).

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 General Services Department/State Purchasing Division 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.

22. 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.

23. 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.

24. Notices.

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

To the Agency:

The New Mexico Department of Homeland Security and Emergency Management

Megan Martinez, Finance Bureau Chief/CPO

PO Box 27111

Santa Fe, NM 87502

Megan.martinez@dhsem.nm.gov

To the Contractor:

[insert name, address and email].

25. 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.

26. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARD

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the [Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council \(Councils\) as authorized by 41 U.S.C. 1908](#), must address [administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms](#), and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246, “Equal Employment Opportunity” \(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339\)](#), as amended by [Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,”](#) and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#))**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for [compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations \(29 CFR Part 5\)](#). Under [40 U.S.C. 3702 of the Act](#), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or [research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,”](#) and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to [agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act \(42 U.S.C. 7401- 7671q\) and the Federal Water Pollution Control Act as amended \(33 U.S.C. 1251-1387\)](#). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency,

a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216)

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Enter, extend or renew a [contract](#) to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a [contract](#) (or extend or renew a contract) with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system.
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system.

(b) As described in [Public Law 115-232](#), section 889, “covered telecommunications equipment or services,” means any of the following:

- (1) Is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(d) See [Public Law 115-232](#), section 889 for additional information.

(e) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) No Governmental Obligation to Third Parties. The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal

Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(N) Program Fraud and False and Fraudulent Statements and Related Acts. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(O) Access to Records and Reports. The contractor agrees to provide DHSEM, HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the DHSEM, HUD Administrator, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(P) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(Q) ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9). Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C.155, 201, 218, and 225); Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and applicable State of New Mexico accessibility standards.

(R) TERMINATION FOR CAUSE AND CONVENIENCE. Per 2 CFR 200.340–200.341, the recipient or subrecipient may terminate this contract in whole or in part for cause or convenience, with written notice to the contractor.

(S) BREACHES AND DISPUTE RESOLUTION – 49 CFR Part 18:

(a) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

(b) **Performance During Dispute** - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(c) **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(d) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

(e) **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(f) **Mediation** - Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

(T) COST PLUS CONTRACTING PROHIBITED (2 CFR 200.324(C)). Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.324(c). The cost plus a percentage

of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead. A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates the State of New Mexico or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

(U) ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H)). Contractor must comply with standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

(V) LEAD-BASED PAINT (24 CFR 570.608). Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

(W) NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties. The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

- (a)** Collude, conspire, or agree with any other person, firm, corporation, Respondent or potential Respondent to the amount of this Proposal or the terms or conditions of this Proposal.
- (b)** Pay or agree to pay any other person, firm, corporation Respondent or potential Respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Proposal or the Proposal of any other Respondent.

- (c) Assemble in coordination with any other organization in an attempt to fix the price of the work.
- (d) Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

(X) SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 75). For any HUD-funded contract with a value in excess of \$200,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 75. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 75.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local workforce agencies, in accordance with 24 CFR 75. The minimum numeric goals for Section 3 utilization are: 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns; 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD 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/or compensating taxes.

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

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D

COST RESPONSE FORM

Instructions to Offerors:

Offerors must complete and submit **Appendix D.1 – Cost Estimate Housing Assessment Services Form** in full. All costs must be submitted in the fields, tables, and line items exactly as presented. Offerors shall not add, delete, or modify line items in the form. Cost response form will be included in contract award.

1. Fixed-Price Deliverables

Offerors shall provide a unit cost for each fixed deliverable listed in the “Project Deliverables” section of Appendix D, including environmental review types and ongoing project deliverables.

All costs must be fully loaded and inclusive of labor, overhead, fringe benefits, insurance, materials, equipment, administrative costs, subcontracted services (if applicable), software, technology licensing, reporting, documentation, and profit, unless otherwise stated in Appendix D.1. Failure to submit complete pricing in the required sections may result in disqualification.

Project Deliverables D.1			
Inspection Type	Required	Unit Type	Cost Per Unit
Damage Assessment Site Survey Report	All properties	Per Site Survey	
Damage Repair Verification (DRV)	All properties	Per DRV	
Estimated Cost of Repairs (ECR)	All properties	Per ECR	
50% Progress Assessment Report	Per Milestone	Per Assessment	
100% Progress Assessment Report	Per Milestone	Per Assessment	
Re-Assessment Report	If Deficiencies are Found	Per Re-Assessment	
Intermittent Compliance Assessment	As Requested	Per Assessment	
Final Assessment Package & Certification	After Construction Completion	Per Final Inspection	
Warranty Assessment Report	As Applicable	Per Inspection	

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: _____

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.
 ____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.
 ____ Yes. Identify entity/-ies: _____

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.

Sign: _____ 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, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Angel Roybal at Angel.Roybal@dhsem.nm.gov by March 25, 2025 by 5:00PM MST/MDT 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.

RFP # <Insert #>
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, <Insert Agency Name> via e-mail to:

Name: Angel Roybal, Procurement Manager
 Email: Angel.Roybal@dhsem.nm.gov

Forms must be submitted no later than **April 16, 2026 at 5:00PM MST**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror’s service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at angel.roybal@dhsem.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?
2. How would you describe [Offeror name]'s knowledge and expertise?
3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?
4. How satisfied are you with the materials/documentation produced by [Offeror name]?
5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.
7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.
8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding [Offeror name]?