

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

**REQUEST FOR PROPOSALS (RFP)
Tier 2 Environmental Review Services for
New Mexico Home Recovery Program**



RFP#
26-795-0000-00021

Release Date: June 5, 2026

Proposal Due Date: July 6, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. BACKGROUND INFORMATION.....	1
C. SCOPE OF PROCUREMENT.....	2
D. PROCUREMENT MANAGER	2
E. PROPOSAL SUBMISSION	3
F. DEFINITION OF TERMINOLOGY.....	3
G. PROCUREMENT LIBRARY	11
A. SEQUENCE OF EVENTS.....	12
B. EXPLANATION OF EVENTS	12
1. Issue RFP.....	12
2. Acknowledgement of Receipt Form.....	12
3. Pre-Proposal Conference	13
4. Deadline to Submit Written Questions	14
5. Response to Written Questions	14
6. Submission of Proposal.....	14
7. Proposal Evaluation.....	15
8. Selection of Finalists	15
9. Finalize Contractual Agreements.....	16
10. Contract Awards	16
11. Protest Deadline.....	16
C. GENERAL REQUIREMENTS.....	16
1. Acceptance of Conditions Governing the Procurement.....	16
2. Incurring Cost.....	17
3. Contractor Personnel.....	17
4. Prime Contractor Responsibility	17
5. Subcontractors/Consent	17
6. Subcontracts.....	17
7. Amended Proposals.....	18
8. Offeror's Rights to Withdraw Proposal.....	18
9. Proposal Offer Firm.....	18
10. Disclosure of Proposal Contents.....	18
11. No Obligation.....	19
12. Termination.....	19
13. Sufficient Appropriation.....	19
14. Legal Review	19
15. Governing Law	19
16. Basis for Proposal.....	19
17. Contract Terms and Conditions.....	19
18. Offeror's Terms and Conditions	20
19. Payment for Purchases	20
20. Contract Deviations	20
21. Offeror Qualifications	20
22. Right to Waive Minor Irregularities	21
23. Change in Contractor Representatives	21
24. Notice of Penalties	21
25. Agency Rights.....	21
26. Right to Publish.....	21
27. Ownership of Proposals	21
28. Confidentiality.....	21

29.	<i>Electronic mail address required</i>	22
30.	<i>Use of Electronic Versions of this RFP</i>	22
31.	<i>New Mexico Employees Health Coverage</i>	22
32.	<i>Campaign Contribution Disclosure Form</i>	22
33.	<i>Letter of Transmittal</i>	23
34.	<i>Disclosure Regarding Responsibility</i>	23
35.	<i>New Mexico/Native American Resident Preferences</i>	25
III. RESPONSE FORMAT AND ORGANIZATION		26
A.	NUMBER OF RESPONSES	26
B.	ELECTRONIC SUBMISSION	26
C.	PROPOSAL CONTENT AND ORGANIZATION.....	27
IV. SPECIFICATIONS		28
A.	DETAILED SCOPE OF WORK	28
1.	<i>General Requirements</i>	28
2.	<i>Work Order Structure</i>	29
3.	<i>Scope of Services</i>	29
4.	<i>Deliverables and Timeframes</i>	30
6.	<i>Program Administration and Support Activities</i>	31
7.	<i>Additional or Unanticipated Activities (As Assigned)</i>	31
B.	TECHNICAL SPECIFICATIONS.....	32
1.	<i>Organizational Experience</i>	32
2.	<i>Organizational References</i>	33
3.	<i>Mandatory Specification</i>	34
4.	<i>Desirable Specifications</i>	35
C.	BUSINESS SPECIFICATIONS	36
1.	<i>Financial Stability</i>	36
2.	<i>Letter of Transmittal Form</i>	36
3.	<i>Campaign Contribution Disclosure Form</i>	36
4.	<i>Cost (See Table 1)</i>	36
5.	<i>New Mexico/Native American Resident Preferences</i>	37
V. EVALUATION		37
A.	EVALUATION POINT SUMMARY	37
B.	NOTES ON EVALUATION FACTORS.....	38
1.	<i>B.1 Organizational Experience (See Table 1)</i>	38
2.	<i>B.2 Organizational References (See Table 1)</i>	38
3.	<i>B.3 Mandatory Specifications (See Table 1)</i>	38
4.	<i>B.4 Desirable Specifications (See Table 1)</i>	38
5.	<i>C.1 Financial Stability (See Table 1)</i>	38
6.	<i>C.2 Letter of Transmittal (See Table 1)</i>	39
7.	<i>C.3 Campaign Contribution Disclosure Form (See Table 1)</i>	39
8.	<i>C.4 Cost (See Table 1)</i>	39
C.	EVALUATION PROCESS	39
APPENDIX A		40
ACKNOWLEDGEMENT OF RECEIPT FORM		40
APPENDIX B		42
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		42
APPENDIX C		45

DRAFT CONTRACT..... 45
APPENDIX D..... 58
COST RESPONSE FORM 58
APPENDIX E 60
LETTER OF TRANSMITTAL FORM 61
APPENDIX F 62
ORGANIZATIONAL REFERENCE QUESTIONNAIRE 63

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 contractors to perform Tier 2 Environmental Review Services under 24 CFR 58.15 for all eligible New Mexico Home Recovery Program activities funded under the New Mexico 2024 CDBG-DR allocation that require environmental review. Contractors must remain in good standing with the Department of Homeland Security and Emergency Management (DHSEM) and the State of New Mexico.

For purposes of this procurement, “Tier 2” refers to site-specific environmental review activities conducted following completion of Tier 1 broad-level environmental analysis, consistent with 24 CFR 58.15 and applicable HUD guidance. Tier 1 environmental reviews are being completed under a separate contract and address broad county-level environmental analysis for eligible New Mexico Home Recovery Program activities under the 2024 CDBG-DR Action Plan.

The Contractor awarded under this RFP shall perform all Tier 2 site-specific environmental review activities required to obtain and complete environmental clearance for individual single-family housing sites. Tier 2 services shall include preparation of all site-specific documentation, required consultations, and mitigation documentation necessary to obtain clearance.

These services are intended to support ongoing post-disaster recovery efforts in the federally declared counties and Tribal jurisdictions identified in the [New Mexico CDBG-DR Action Plan \(2024 Disasters\)](#), including in designated disaster-impacted areas identified for assistance in Lincoln County and Chaves County. Funding for these services is provided by grants to the State of New Mexico from the HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) programs.

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.

Awarded contractors are allowed and encouraged to select local businesses for subcontracting opportunities whenever possible. In alignment with 2 CFR § 200.321, contractors 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.

Pricing submitted in response to this RFP will be used to establish fixed fees and/or unit rates for defined Tier 2 Environmental Review deliverables. Work Orders will identify the application number, homeowner name, property address, and applicable scope (Repair, Reconstruction, or New Construction). Required deliverables, completion timeline, and compensation shall be based on the Contractor's awarded and contracted pricing and the level of effort authorized in each Work Order.

DHSEM maintains a separate contractor performing Tier 1 environmental review services. This procurement establishes a contractor to perform all Tier 2 environmental review activities, including completion of site-specific compliance requirements.

C. SCOPE OF PROCUREMENT

DHSEM is seeking to enter into agency-specific contracts with a contractor to perform Tier 2 Environmental Review Services for all eligible New Mexico Home Recovery Program activities funded under the New Mexico 2024 CDBG-DR allocation that require environmental review, in compliance with applicable local, state, and federal requirements, including 24 CFR Part 58 and other HUD CDBG-DR program requirements.

A comprehensive Scope of Work is available in Section IV. The TERM of the resulting contracts will be four (4) years with the option to renew year each year for a total TERM not to exceed four (4) years. DHSEM anticipates selecting one Offeror.

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. “**Award**” means the final execution of the contract document.
3. “**Base Flood Elevation (BFE)**” means the computed elevation, as determined by the Federal Emergency Management Agency (FEMA), to which floodwater is anticipated to rise during the base flood (the 1% annual chance or “100-year” flood). In accordance with HUD’s CDBG-DR requirements published in the Federal Register, any structure designed principally for residential use and located within the 100-year floodplain that receives CDBG-DR assistance for new construction, repair of substantial damage, or substantial improvement must be elevated so that the lowest floor, including the basement, is at least two (2) feet above the BFE.
4. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**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.

6. “**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.
7. “**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.
8. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
9. “**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.
10. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
11. “**Contractor**” means any business having a contract with a state agency or local public body.
12. “**Damage Repair Verification (DRV)**” means the documented identification and classification of disaster-related damages, distinguishing eligible and ineligible repairs, pre-existing conditions, and code deficiencies, prepared in accordance with Program SOPs.
13. “**Demolition**” means the clearance and proper disposal of buildings.
14. “**Disability**” means a disability as defined by federal law under The Social Security Act, as amended, 42 U.S.C. §423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102(1)-(3), and in accordance with HUD regulations at 24 CFR §§5.403 and 891.505.
15. “**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.
16. “**Desirable**” the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.

17. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the apron system.
18. “**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.
19. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
20. “**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.
21. “**Environmental Assessment (EA)**” means the level of environmental review defined at 24 CFR Part 58.36 that evaluates the potential environmental impacts of a proposed project when it cannot be categorically excluded. An EA may result in either a Finding of No Significant Impact (FONSI) or a determination that an Environmental Impact Statement (EIS) is required.
22. “**Environmental Review**” means a project that undergoes an environmental review process. This process ensures that the activities comply with the National Environmental Policy Act (NEPA) and other applicable state and federal laws. For HUD purposes, applicable requirements are found at 24 CFR Part 58.
23. “**Environmental Review Record (ERR)**” means a written record of the review process undertaken to evaluate potential environmental impacts associated with a project to be conducted with the U.S. Department of Housing and Urban Development funds, including all associated documentation necessary to document the process and the outcome of the review process.
24. “**Environmental Officer (EO)**” means the individual designated by DHSEM or the responsible entity to oversee environmental review compliance and review/approve documentation consistent with HUD and NEPA requirements.
25. “**Environmental Impact Statement (EIS)**” means a detailed written evaluation required under NEPA when a project is determined to have significant environmental impacts, in accordance with 40 CFR Parts 1500–1508 and HUD requirements.
26. “**Estimated Cost of Repairs (ECR)**” means a line-item cost estimate prepared using Xactimate or an approved equivalent, reflecting current regional pricing, code compliance, mitigation measures, environmental hazard considerations, and applicable taxes.

27. **“Feasibility of Repair (FOR)”** means the documentation supporting DHSEM’s determination of whether a structure is suitable for rehabilitation, reconstruction, replacement, or new construction under Program requirements.
28. **“Federal Register”** means the official journal of the United States Government that publishes agency rules, proposed rules, and public notices. For each CDBG-DR allocation, HUD issues a Federal Register Notice (FRN) that outlines the rules and requirements applicable to that specific disaster funding.
29. **“FEMA-Designated High-Risk Area”** means areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones.
30. **“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.
31. **“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.
32. **“Flood Hazard Area”** means any area identified by FEMA as subject to flood risk on a Flood Insurance Rate Map (FIRM). Flood hazard areas include Special Flood Hazard Areas (SFHAs) representing the 1 percent annual chance floodplain, as well as areas of moderate or minimal flood risk, such as the 0.2 percent annual chance floodplain (the “500-year floodplain”) and other mapped flood zones.
33. **“Finding of No Significant Impact (FONSI)”** means a formal written finding that a project will not have a significant effect on the human environment, as defined at 40 CFR 1501.6 and required by 24 CFR Part 58.
34. **“HEROS”** means HUD Environmental Review Online System
35. **“Household”** means all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
36. **“HUD”** means the United States Department of Housing and Urban Development.
37. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
38. **“Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts”** means a type of contract that allows ordering an unspecified number of services or supplies during a fixed period, schedule, and price with individual Work Orders defining scope.

39. “**Individual Mitigation Measures (IMM)**” means activities designed to mitigate and/or reduce risk beyond the pre-disaster condition of a housing unit when the activities are above and beyond federal, state, or local construction or code requirements.
40. “**Inspections**” means the formal evaluations throughout a housing construction project verify conditions, document progress, and ensure work aligns with scopes, requirements, and standards. Inspections occur before, during, and after construction to confirm eligibility, quality, compliance, and completion. They include documentation, verification, and checklists, but do not replace initial damage assessments for scope and cost.
41. “**IT**” means Information Technology.
42. “**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.
43. “**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.
44. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
45. “**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.
46. “**Modular Housing**” means any structure built for use or occupancy by persons or property, whether or not designed to be placed on a permanent foundation. Modular structures include factory-built buildings and subassemblies for manufactured residential and commercial units. Modular structure does not include non-assembled component parts that are subject to all permit and inspection requirements, or to manufactured housing structures that are subject to federal regulation. The program will treat modular homes as traditional, site, or stick-built construction.
47. “**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.
48. “**NFIP**” means the National Flood Insurance Program.
49. “**National Environmental Policy Act (NEPA)**” means the federal law that requires environmental review of federally funded activities prior to expenditure of funds or choice-limiting actions.

50. “**Notice of Intent to Prepare an Environmental Impact Statement (NOI/EIS)**” means the public notice issued to announce the preparation of an Environmental Impact Statement in accordance with NEPA requirements.
51. “**Notice of Intent to Request Release of Funds (NOI/RROF)**” means the notice published prior to the Request for Release of Funds, as required under 24 CFR Part 58.43, allowing for public comment before HUD release of funds authorization.
52. “**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.
53. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
54. “**Per Site**” means one physical property address or one discrete project location as defined in the applicable Work Order.
55. “**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.
56. “**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.
57. “**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.
58. “**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.
59. “**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.

60. **Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
61. **“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.
62. **“Record of Decision (ROD)”** means the document that presents the final decision following completion of an Environmental Impact Statement, including any mitigation or monitoring requirements.
63. **“Release of Funds (ROF)”** means the formal approval issued by HUD or the Responsible Entity authorizing the use of HUD program funds for project activities following environmental clearance.
64. **“Request for Release of Funds (RROF)”** means the formal request submitted to HUD or the state administering entity for approval to obligate and expend HUD program funds following the environmental review, consistent with 24 CFR Part 58.70.
65. **“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.
66. **“Scope of Work”** means the repairs, reconstruction, or home replacement work that the contractor selected by DHSEM must complete.
67. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into the Dropbox link prior to the submission deadline stated in the RFP.
68. **“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.
69. **“State Historic Preservation Officer (SHPO)”** means the official designated pursuant to the National Historic Preservation Act to administer cultural resource compliance and consultation.
70. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.

71. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
72. “**Special Flood Hazard Area (SFHA)**” means the area identified on FEMA’s Flood Insurance Rate Maps (FIRMs) as having a 1 percent annual chance of flooding (the “100-year floodplain”). SFHAs are high-risk zones, including but not limited to Zones A, AE, AH, AO, AR, A99, V, and VE, where National Flood Insurance Program (NFIP) floodplain management regulations must be enforced and where flood insurance is mandatory.
73. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
74. “**Statement of Activity (SOA)**” means the written description of the project activities, funding, and site-specific details required to determine the appropriate level of environmental review under 24 CFR Part 58.
75. “**State (the State)**” means the State of New Mexico.
76. “**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.
77. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
78. “**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.)
79. “**Substantial Damage**” means, based on the flood provisions of the New Mexico Building Code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
80. “**Work Order**” means specific, written authorization to perform the task(s) listed therein.
81. “**Unit**” means an individual Manufactured Housing Unit
82. “**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.

83. “**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 for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in 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	6/05/26
2. Acknowledgement of Receipt Form	Potential Offerors	6/15/26 by 5PM
3. Pre-Proposal Conference	Agency	6/15/26 at 10:00AM
4. Deadline to submit Written Questions	Potential Offerors	6/17/26 by 5PM
5. Response to Written Questions	Procurement Manager	6/22/26
6. Submission of Proposal	Potential Offerors	7/06/26
7.* Proposal Evaluation	Evaluation Committee	7/07/26 – 7/10/26
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	7/15/26 – 7/17/26
9.* Contract Awards	Agency/ Finalist Offerors	07/20/26
10.* Protest Deadline	Agency	08/03/26

*Dates indicated in Events 7 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 the Procurement Manager, Angel Roybal@dhsem.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned

to the Procurement Manager by 3:00 PM MST/ MDT on the 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 mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 6/15/26 at 10:00AM, MST/MDT via Microsoft Teams.

- 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.

Microsoft Teams Meeting:

Join: **Microsoft Teams meeting**

Join: <https://teams.microsoft.com/meet/289345799428542?p=RK9g9jhnYSizr88R0k>

Meeting ID:289 345 799 428 542

Passcode:3WL9DM6V

[Need help?](#) | [System reference](#)

Dial in by phone

+1 505-312-4308,96837768# United States, Albuquerque

[Find a local number](#)

Phone conference ID:968 377 68#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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 **5:00 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 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 the 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. Selection of Finalists

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

The Evaluation Committee will identify Finalists based on proposal evaluations conducted in accordance with the scoring criteria established in Section IV and the evaluation process described in Section II.A, Sequence of Events. Finalists will consist of the highest-scoring Offerors who meet all mandatory requirements of this RFP and demonstrate the required qualifications to perform Environmental Services as outlined in the Scope of Work.

DHSEM anticipates selecting **one Offeror** for contract award under this procurement. However, DHSEM reserves the right to designate multiple Finalists during the evaluation process to ensure adequate capacity, operational continuity, or competitive negotiation. Only Offerors selected as Finalists will advance to the negotiation or Best and Final Offer (BAFO) stage, if applicable.

Finalists will be notified by the Procurement Manager in accordance with the schedule in Section II.A or as soon thereafter as practicable.

9. 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.

10. 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.

11. 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:

Angel Roybal, Procurement Manager
Angel.Roybal@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.

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/request/bd0ygyozmkzatkng4nc>

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 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 Droxbox 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.*

D. 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 Environmental Services Form (APPENDIX D.1)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. General Requirements

DHSEM seeks to award a qualified contractor to perform Tier 2 Environmental Review Services under 24 CFR 58.15 for all eligible New Mexico Home Recovery Program activities funded under the 2024 CDBG-DR allocation. Services shall apply to all activity types funded under the 2024 CDBG-DR allocation that require environmental review, including but not limited to repair, reconstruction, and new housing construction, mitigation, and any additional eligible activities added through Action Plan amendments.

The Contractor shall complete site-specific environmental review requirements and prepare all documentation necessary to support environmental clearance. The Contractor shall:

- Complete site-specific environmental reviews pursuant to 24 CFR 58.15.

- Conduct required consultations under 24 CFR 58.5 and other applicable authorities.
- Prepare site-specific documentation supporting Environmental Assessment (EA) determinations.
- Incorporate mitigation measures into project documentation.
- Upload documentation into HEROS or the designated system of record.
- Coordinate with DHSEM Environmental Officer as required for clearance.

All services shall be performed in accordance with:

- 24 CFR Part 58.
- 24 CFR 58.5 and 58.6.
- 24 CFR Part 55 (Floodplain Management).
- 24 CFR Part 51 (Environmental Criteria and Standards).
- The National Environmental Policy Act (NEPA).
- The National Historic Preservation Act.
- The Endangered Species Act.
- Applicable Executive Orders, including 11988 and 11990.
- Applicable HUD Federal Register Notices governing the 2024 CDBG-DR allocation.

2. Work Order Structure

DHSEM will issue work orders for individual activities, properties, projects, or grouped assignments requiring Tier 2 Environmental Review Services.

Each Work Order shall define the scope of review and may include, as applicable:

- Application Number
- Homeowner Name
- Property Address
- Scope of Work – Repair, Reconstruction, or New Construction

Required deliverables, completion timeline, and compensation shall be based on the Contractor's awarded and contracted pricing and the level of effort authorized in each Work Order.

Multiple activities or properties may be included within a single Work Order. The Contractor shall coordinate completion in accordance with DHSEM direction and within the timeframe specified in the Contract and Section 4.

3. Scope of Services

All Tier 2 Environmental Review Services performed under this Contract shall be conducted in accordance with 24 CFR Part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities), as applicable, including but not limited to:

- 24 CFR 58.5 – Related Federal Laws and Authorities
- 24 CFR 58.6 – Other Requirements
- 24 CFR Part 51 – Environmental Criteria and Standards
- 24 CFR Part 55 – Floodplain Management

These regulations implement the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.) and incorporate compliance with applicable federal laws, regulations, and executive orders, including but not limited to:

- Endangered Species Act (16 U.S.C. § 1531 et seq.)
- National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and 36 CFR Part 800
- Clean Air Act (42 U.S.C. § 7401 et seq.)
- Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
- Safe Drinking Water Act, Section 1424(e)
- Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- Executive Order 11988 (Floodplain Management)
- Executive Order 11990 (Protection of Wetlands)
- Executive Order 12898 (Environmental Justice)

The Contractor shall prepare, coordinate, compile, and complete all Tier 2 site-specific environmental review documentation and compliance actions required under 24 CFR Part 58 for activities assigned under each Work Order.

The Contractor shall maintain all licenses, certifications, and professional qualifications required to perform environmental review services in accordance with applicable federal and state requirements.

4. Deliverables and Timeframes

All deliverables shall be submitted in the required DHSEM format and within the timelines specified in the Contract and this Section. The timeframes below represent standard Tier 2 review completion targets upon receipt of a complete Work Order and all required site information. Agency consultation response times and required public comment periods may extend timelines accordingly.

Deliverable	Completion from NTP
Site Visit	5 days
Site-Specific EA – Repair, Reconstruction, or New Construction	10 days
If SHPO Coordination required, TAT dependent on Programmatic Agreement or other allowances	Not to exceed 35 days
If additional Agency Coordination Required, such as USFWS, TAT dependent on Agency	Not to exceed 95 days
Re-evaluation under §58.47	2 days

Timeframes may be adjusted by DHSEM based on project complexity, documentation volume, or required corrective action.

If deficiencies are identified, the Contractor shall coordinate directly with DHSEM and the applicable agencies to resolve them and document the resolution in the Environmental Review Record.

Any activities not associated with a defined Tier 2 deliverable must be pre-approved in writing by DHSEM and shall be compensated in accordance with the Contractor's awarded pricing and authorized level of effort under the applicable Work Order.

5. Program Administration and Support Activities

The Contractor shall provide administrative, coordination, and program support services necessary to ensure compliance, documentation, and workflow consistency across all environmental review activities performed under this contract. Activities include, but are not limited to:

- Maintaining program files, correspondence logs, environmental review checklists, and GIS data layers.
- Participating in once weekly program meetings with DHSEM staff, HUD, and other designated entities.
- Maintaining task-order tracking systems and updating DHSEM weekly or monthly (as directed) on review progression, consultation status, publication status, and clearance milestones.

These administrative responsibilities are ongoing and are not tied to individual work orders unless specifically stated otherwise.

6. Additional or Unanticipated Activities (As Assigned)

DHSEM may authorize the following services, including:

- Participating in briefings, workshops, or coordination sessions with DHSEM staff, HUD, and other designated entities.
- Processing costs associated with public notices, agency fees, and other reimbursable expenses and submitting documentation in accordance with DHSEM invoicing requirements.
- Supporting the development and refinement of standard operating procedures (SOPs), workflow guidance, and template updates during implementation.
- Providing staff training or onboarding support to DHSEM personnel and/or program partners regarding environmental review workflow, documentation standards, or HEROS system use when requested.
- Coordination with oversight/regulatory agencies for permitting and compliance resolution.

- Support consultation and coordination with SHPO, Tribal Historic Preservation Officers (THPOs), tribal governments, and culturally affiliated entities, including maintaining consultation records, issuing follow-up responses, and complying with required procedures and response timeframes.
- Revisions to Tier II documentation if project conditions or construction scope changes.
- Environmental assessment support for new sites or structures located outside previously analyzed boundaries.
- Support for public and agency comment periods, including logging feedback and preparing DHSEM response documentation.

The Contractor shall provide supporting documentation substantiating all findings, including proof of publication, HEROS entries, notices, maps, data sources, and compliance evidence related to each Environmental Review Record.

These services must be pre-authorized and billed using the hourly rate schedule.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror shall:

- a) **Offeror shall demonstrate experience performing environmental reviews, assessments, testing, documentation, and regulatory compliance activities consistent with the Scope of Work.**

The Offeror shall provide a detailed narrative describing its qualifications, experience, expertise, and knowledge in providing environmental review and compliance services, including work performed under federal, state, tribal, or local government programs. Any experience supporting federally funded programs, including HUD-funded programs, should be highlighted.

The narrative must identify the number of environmental review, assessment, testing, documentation, and regulatory compliance engagements completed within the last five (5) years and indicate the percentage of the Offeror's business revenue derived from these services. The narrative shall also identify the applicable program name(s), funding source(s), and the state(s) or county(ies) where the services were performed. The Offeror shall provide a minimum of three (3) project examples completed within the last five (5) years that demonstrate experience performing environmental review and compliance services similar in scope and complexity to those described in this solicitation. Project examples should demonstrate experience with one or more of the following:

- HUD Environmental Reviews conducted pursuant to 24 CFR Part 58
- National Environmental Policy Act (NEPA) compliance documentation
- Section 106 consultation and historic preservation compliance
- Endangered Species Act (ESA) review and coordination
- Floodplain management and wetlands compliance

- Environmental justice analysis
- Environmental constraints analysis
- Other applicable federal environmental authorities and cross-cutting requirements

For each project example, the Offeror shall provide:

- Client name
 - Project name and location
 - Funding source, if applicable
 - Contract period
 - Description of services performed
 - Offeror's role and responsibilities
 - Outcome or deliverables completed
- 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 individuals responsible for supervising or performing environmental reviews, assessments, testing, documentation, and regulatory compliance activity engagements, including project managers and other appropriately licensed or certified environmental personnel. Each résumé/bio must include education, work experience, relevant certifications or licenses applicable to environmental services (e.g., environmental professional qualifications meeting ASTM standards, NEPA practitioners, qualified historians or archaeologists meeting the Secretary of the Interior's Professional Qualification Standards, EPA Lead-Based Paint or asbestos certifications where applicable, or other equivalent environmental credentials), and any additional qualifications that demonstrate competency in HUD environmental review procedures, NEPA compliance, and related federal environmental authorities, 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 Specification

a) Data Collection and Reporting Systems

Offeror must describe its systems and methodologies for data collection, documentation, tracking, and reporting to ensure compliance with HUD CDBG-DR/CDBG-MIT requirements, NEPA requirements, and other applicable federal cross-cutting authorities (e.g., Section 106, ESA, EJ, floodplain/wetlands compliance). Systems supporting file storage, QA/QC, version control, GIS integration, and audit-readiness should be included.

b) Federal Registration (SAM.gov UEI)

Offeror must provide a valid Unique Entity Identifier (UEI) registered in SAM.gov and maintain active registration to confirm eligibility to receive federal funds. The Offeror must not be suspended or debarred from doing business with the federal government.

c) Licensing and Certification

Offeror and any proposed subcontractors must hold applicable professional licenses, accreditations, or technical certifications required for environmental analysis, reporting, or compliance activities under this solicitation. Examples may include, but are not limited to:

- NEPA credentials or environmental professional designations
- Archaeologist/Historic Preservation Specialist qualifications meeting 36 CFR §61 standards
- Lead-based paint, asbestos, HAZMAT, or environmental sampling certifications (if applicable)
- Professional licensure relevant to biological, cultural, wetlands, or environmental fieldwork
 - Licenses or certifications must be current at the time of submission and maintained throughout the period of performance. Offeror must also list certifications held by proposed key personnel relevant to environmental review services.

d) Compliance with Federal, State, and Local Standards

Offeror must demonstrate the ability to perform environmental review and compliance activities in accordance with the following:

1. **Applicable Federal Requirements**, including HUD environmental regulations at 24 CFR Part 58, NEPA (40 CFR Parts 1500–1508), and all applicable federal environmental laws and executive orders.
2. **State of New Mexico requirements**, including relevant environmental, cultural resource, threatened and endangered species, or land-use compliance requirements.
3. **Local jurisdictional requirements**, including ordinances related to environmental review, public involvement, floodplain, and permitting requirements (when applicable).
4. **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) Quality Assurance and File Management

Offeror must describe its QA/QC procedures and approach to ensuring accuracy, completeness, and audit readiness of all environmental review documentation submitted under the contract. This may include document review processes, version control systems, supervisory structure, and corrective action response processes.

4. Desirable Specifications

- A.** Offeror should demonstrate a minimum of three (3) years of experience coordinating environmental review activities for federally funded programs, including CDBG-DR, CDBG-MIT, or similar federal grant programs. Experience should include coordination with regulatory agencies, tribal governments, local jurisdictions, and other stakeholders necessary to complete environmental review and compliance requirements.

Offerors should demonstrate experience managing complex environmental review processes involving cultural resources, historic preservation, threatened and endangered species, floodplain and wetlands compliance, environmental justice considerations, and interagency consultation requirements.

- B.** Offeror should demonstrate experience successfully managing environmental review activities within accelerated project schedules while maintaining compliance with applicable federal, state, and local requirements. Offeror should

demonstrate a history of completing environmental reviews, assessments, consultations, and associated compliance documentation within established program deadlines while effectively coordinating with regulatory agencies, tribal governments, local jurisdictions, and other stakeholders.

Offeror should describe its approach to project scheduling, workload management, milestone tracking, issue resolution, and coordination processes used to prevent delays and ensure timely completion of environmental review activities. Offeror should also provide examples of projects where environmental review requirements were completed under compressed schedules, high-volume workloads, disaster recovery programs, housing recovery programs, or other time-sensitive federally funded initiatives.

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:

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

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

Appendix D.1 Cost Estimate Environmental Services Form is provided to capture Offeror pricing for inspection types and hourly rates for Additional or Unanticipated Activities services

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. Data Collections and Reporting Systems	Pass/Fail
B.3.b. Federal Registration (SAM.gov UEI)	Pass/Fail
B.3.c. Licensing and Certification	Pass/Fail
B.3.d. Compliance with Federal, State and Local Standards	Pass/Fail
B.3.e. Mobilization and Capacity	Pass/Fail
B.3.f. Geographic Coverage	Pass/Fail
B.3.g. Quality Assurance and File Management	Pass/Fail
B. 4. Desirable Specifications	190
B.4.a. Environmental Coordination Experience	90
B.4.b. Scheduled Management	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). Offeror 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.

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 Environmental Services Form. (Exhibit D.1)**.

Appendix D.1 Cost Estimate Environmental Services Form is provided to capture Offeror pricing for inspection types and hourly rates for Additional or Unanticipated Activities services.

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

Tier 2 Environmental Review for NM Home Recovery Program
26-795-0000-00021

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: Tier 2 Environmental Review Services #26-795-0000-00021

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: _____
(Michelle Lujan Grisham, Governor of the State of New Mexico
Howie Morales, Lieutenant Governor of the State of New Mexico)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO

**DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
PROFESSIONAL SERVICES CONTRACT #26-795-0000-00021**

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:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement 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). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment 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.**

(—OR—)

(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:

[insert name, address and email].

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.

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARD – APPENDIX II TO PART 200**

- (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

(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) 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) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as 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.

(b) 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.

(c) See Public Law 115-232, section 889 for additional information.

(d) 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.

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 shall complete Appendix D.1 – Cost Estimate Environmental Services Form for pricing submission. 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.

The Cost Proposal shall include the following cost components as applicable to the Scope of Work:

1. **Fixed-Price Deliverables**
Offerors shall provide a unit cost for each fixed deliverable listed in the “Project Deliverables” section of Appendix D.1, including environmental review types and ongoing project deliverables.

2. **Hourly Rates for Additional or Unanticipated Activities**
Offerors shall provide hourly rates for each labor category listed in the Hourly Rates table. These rates apply only to activities not priced as fixed deliverables and only when such work is authorized in writing by DHSEM. Work included within a fixed-price deliverable shall not be billed under hourly rates. No duplication of compensation shall be permitted. DHSEM reserves the right to determine the appropriate labor category and level of effort for any authorized hourly services.

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 this Appendix. The inclusion of a labor category or deliverable does not guarantee its use or any minimum volume of work. Failure to submit complete pricing in the required sections may result in disqualification.

APPENDIX D.1
COST RESPONSE FORM

Project Deliverables:

PROJECT DELIVERABLES		Cost Per Unit
Environmental Review (Cost to Prepare)		
Site Visit		\$0.00
Tier II Site-Specific - Repair and Reconstruction (includes SHPO Coordination)		\$0.00
Tier II Site-Specific - New Construction (includes coordination with all applicable Agencies)		\$0.00

Hourly Rates:

HOURLY RATES		
Position	Unit of Measure	Unit Price
Senior Project Manager	Hourly	\$0.00
Project Manager	Hourly	\$0.00
Subject Matter Expert	Hourly	\$0.00
Environmental Compliance Inspector	Hourly	\$0.00
Archeologist	Hourly	\$0.00
Technician/Field Crew	Hourly	\$0.00
GIS Specialist	Hourly	\$0.00
Environmental Scientist	Hourly	\$0.00
Technical Writer Specialist	Hourly	\$0.00
Administrative Support	Hourly	\$0.00

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#: 26-795-0000-00021

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: Procurement Manager at angel.roybal@dhsem.nm.gov by **July 06, 2026 at 5PM 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.

<Agencies may tailor the Questionnaire to suit their individual program/project requirements.>

RFP # 26-795-0000-00021
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
 Email: angel.roybal@dhsem.nm.gov

Forms must be submitted no later than **July 06, 2026, at 5pm 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 <Insert Agency PM phone & e-mail>. 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]?