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

REQUEST FOR PROPOSALS (RFP)

Comprehensive Disaster or Emergency Response and Recovery Services

Revised as of 10/28/2026

RFP#27-795-0000-00002

RFP Release Date: October 16, 2026

Proposal Due Date: November 16, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of comprehensive disaster or emergency related services in support of the state of New Mexico, its local governments (counties, municipalities, acequias, etc.), and all other stakeholders throughout response and recovery operations.

B. BACKGROUND INFORMATION

The State of New Mexico is actively supporting several federal and State disaster declarations, including the largest and most destructive wildfire season in the State's history. In addition to the current declarations, the Department of Homeland Security and Emergency Management (DHSEM) has both legacy and future preparedness, response, mitigation, and recovery staff augmentation and subject matter expertise needs. The intent of this procurement is to hire an -Offeror(s) to support past, current, and future tasks as identified and assigned by DHSEM including standby emergency response and recovery services.

C. SCOPE OF PROCUREMENT

New Mexico is seeking an Offeror to provide qualified staff to assist in comprehensive disaster or emergency related services; including expertise in federal funding programs and projects, assisting with comprehensive cost recovery activities including cost tracking, reconciliation, and closeout, and liaising with federal agencies including FEMA, HUD, USFS, USDA, CDBG-DR etc. The selected vendor may, at the discretion and direction of the State, provide resources to prepare for, respond to, recover from and mitigate against past, current, and future natural or human caused disasters or emergencies.

Additionally, the selected Offeror, at the discretion and direction of the State, may immediately provide Disaster Case Management resources and services to DHSEM. This may include a system of record, program management, grants management, community liaising, case management, data integration, coordination with federal partners, dashboarding and reporting, and all other support required to successfully fulfill the Disaster Case Management grant and DHSEM's requests.

A comprehensive Scope of Work is available in Section IV. A Detailed Scope of Work. The TERM of the resulting contract and price agreement will be one (1) years with three (3) one (1) year renewals for a total TERM not to exceed four (4) years.

The anticipated initial and immediate mobilization is estimated to be approximately 10 FTEs.

This RFP may result in multiple awards.

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

D. PROCUREMENT MANAGER

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

Name: Megan Martinez, Procurement Manager
Telephone: (505) 373-7365
Email: megan.martinez@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 DHSEM.

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 Link. 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 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. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**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.

6. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

7. "**Contractor**" means any business having a contract with a state agency or local public body.

8. "**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.

9. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

10. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the Dropbox system.

11. "**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.

12. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

13. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

14. "**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.

15. "**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.

16. "**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.

17. "**IT**" means Information Technology.

18. "**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.

19. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

20. "**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.

21. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

22. "**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.

23. "**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.

24. "**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.

25. "**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.

26. "**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 <u>BUT NOT</u> omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**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.

29. "**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.

30. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into DHSEM's Dropbox system prior to the submission deadline stated in the RFP.

31. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

32. "**State (the State)**" means the State of New Mexico.

33. "**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.

34. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

35. "**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.)

36. "**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.

37. "**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:

https://www.fema.gov/locations/new%20mexico

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	10/16/2026
2. Acknowledgement of Receipt Form	Potential Offerors	10/23/2026
3. Pre-Proposal Conference	Agency	10/23/2026
4. Deadline to submit Written Questions	Potential Offerors	10/26/2026
5. Response to Written Questions	Procurement Manager	10/30/2026 **Revised**
6. Submission of Proposal	***Potential Offerors***	***11/16/2026***
7.* Proposal Evaluation	Evaluation Committee	11/16-20/2026
8.* Finalize Contractual Agreements	Agency	11/23-26/2026
9.* Contract Awards	Agency	11/26/2026
10.* Protest Deadline	Agency	+15 days

*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 October 13, 2026 on the date indicated in Section II.A, Sequence of Events.

2. **Acknowledgement of Receipt Form**
   Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager Megan.Martinez@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 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 pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00AM MST via Teams Meeting.

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/245462425691845?p=1kpg2t9YJho5BZNOBC
Meeting ID: 245 462 425 691 845
Passcode: fN2VM25V

Need help? | System reference
Dial in by phone
+1 505-312-4308,,165747770# United States, Albuquerque
Find a local number
Phone conference ID: 165 747 770#
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.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

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 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 ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS**. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.

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

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

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

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

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Finalize Contractual Agreements

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

9. Contract Awards

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

10. Protest Deadline

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

Regina Chacon, Deputy Cabinet Secretary
Regina.chacon@dhsem.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to***:
    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.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (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.**

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

26. Electronic mail address required

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).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

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

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by 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 sub-contractor 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.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   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. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any

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

32. 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.ELECTRONIC SUBMISSION

B. ONLY ELECTRONIC SUBMISSION VIA DROPBOX SYSTEM IS PERMITTED (Revised numbering)

https://www.dropbox.com/request/m069bkf2eb5m51rvbvsa

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 DHSEM personnel, 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 uploading a proposal, or other technical support issues, call or (505) 373-7365

2. **Technical Proposal –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. ***EXCEPTION****: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*. ***The Technical Proposal SHALL NOT contain any Cost information.***

   a. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
      ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

3. **Cost Proposal –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. ***EXCEPTION****: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

C. PROPOSAL CONTENT AND ORGANIZATION (Revised numbering)

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. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. 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 Specification
   d. Desirable Specification
   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)
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Scope and specific Federal program support services may include, but are not limited to, the following:

1. Preparedness

A. The Offeror may provide preparedness planning, technical assistance, training, program development, and other services requested by DHSEM to strengthen state and local capabilities to prepare for future emergencies and disasters.
B. Emergency and disaster preparedness planning;
C. Exercise planning, development, facilitation, evaluation, and after-action support;
D. Identification and development of applications for federal preparedness grant opportunities;
E. FEMA Emergency Management Performance Grant (EMPG) support;
F. Hazardous Material Emergency Preparedness Grant support;
G. Resilient Community Planning Program support;
H. Pre-disaster recovery planning and long-term recovery operational planning;
I. Regional Task Force and Economic Development Council coordination and planning;
J. U.S. Department of Agriculture Rural Preparedness Grant expertise;
K. Development or revision of emergency plans, policies, procedures, job aids, and operational documents;
L. Training and technical assistance to DHSEM, local governments, tribal governments, and other emergency management partners; and
M. Other preparedness activities requested and authorized by DHSEM.

2. Response

A. Offer may be requested by DHSEM to respond to incidents throughout the State of New Mexico to protect lives, property, and quality of life including all aspects of sheltering, feeding, and other response operations;
B. Emergency Operations Center (EOC) Staff Augmentation, including Graphic Information Systems (GIS) and Common Operating Picture (COP) Systems support;
C. Long-Term Recovery Operations Implementation Planning/Regional Task Forces Economic Development Councils (EDCs); and
D. Joint Field Office (JFO), Disaster Recovery Centers, and Multi-Agency Resource Center (MARC) Staff Augmentation.

3. State and Federal Recovery Programs

Offeror shall provide full lifecycle support, from identification of funding opportunities through award closeout and audit, for state and federal disaster recovery awards for which DHSEM serves as the recipient, grantee, or pass-through entity, including legacy, current, and future disaster declarations and funding programs assigned by DHSEM. Services shall include training and technical assistance, grant application development, award administration, financial management, expenditure tracking, reimbursement requests and federal drawdowns, financial reconciliation, subrecipient monitoring, regulatory compliance, performance and financial reporting, documentation management, audit support, and grant closeout.

Covered Programs. Offeror shall support the following programs:

a. FEMA Public Assistance (PA), including Section 406 hazard mitigation, Section 428 Public Assistance Alternative Procedures, and management costs (Category Z);
b. FEMA Individual Assistance (IA), including State administration of Other Needs Assistance (ONA), and Disaster Case Management (DCM);
c. FEMA Community Disaster Loan (CDL);
d. Hermit's Peak/Calf Canyon Fire Assistance Act (HPCCFAA) and coordination with the FEMA Claims Office;
e. U.S. Department of Agriculture (USDA) disaster recovery programs, including Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP);
f. U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR);
g. Federal Highway Administration Emergency Relief Program (FHWA-ER) and Federal Transit Administration Emergency Relief Program (FTA-ER);
h. Emergency Solutions Grant (ESG);
i. Treasury Coronavirus Relief Fund (CRF) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF), including legacy reconciliation and closeout; and
j. Any supplemental and future programs related to recovery and disasters.

1. Pre-Award and Project Formulation. Offeror shall:

a. Assist with the formulation, and execution PDAs to determine if damages meet a state or federal disaster;
b. Support in the development of training, and exercises as requested by the State for recovery efforts;
c. Support Applicant Briefings, review Requests for Public Assistance (RPA), and support Exploratory Calls and Recovery Scoping Meetings;
d. Develop and validate damage inventories and conduct or support site inspections and damage documentation;
e. Formulate projects and prepare or review project applications in FEMA Grants Portal, including scopes of work, cost estimates using the FEMA

Cost Estimating Format (CEF) where applicable, and supporting documentation;

f. Identify Section 406 hazard mitigation opportunities and prepare proposals and cost-effectiveness documentation;
g. Prepare and review environmental and historic preservation (EHP) documentation, insurance reviews, and duplication of benefits (DOB) analyses;
h. Analyze and advise DHSEM and applicants on Section 428 alternative procedures, fixed-cost offers, and improved and alternate project options; and
i. Identify federal and non-federal funding sources and prepare or support applications for non-FEMA recovery grants and loans.
j. Prepare to assist applicants and sub-applicants on all stages of disaster recovery.

2. **Award and Subaward Management. Offeror shall**:
    a. Prepare and maintain subaward agreements and support development and updates of the State Administrative Plan for each declaration;
    b. Process scope of work and cost change requests, project version requests, time extension requests, and improved and alternate project requests;
    c. Review subrecipient reimbursement requests for eligibility, allowability, reasonableness, and adequacy of documentation before DHSEM payment approval, and prepare drawdown requests in the FEMA Payment and Reporting System (PARS) or other applicable federal system;
    d. Track and reconcile obligations, expenditures, reimbursements, drawdowns, and non-federal cost share at the project, subaward, and award levels;
    e. Prepare quarterly progress reports, Federal Financial Reports (SF-425), and other required federal and State reports; and
    f. Prepare management cost requests and supporting documentation.

3. Compliance and Subrecipient Monitoring. Offeror shall:
    a. Conduct subrecipient risk assessments and develop risk-based monitoring plans consistent with 2 CFR 200.332;
    b. Perform desk reviews and site visits, document findings, and track corrective action plans to resolution;
    c. Review subrecipient procurements and contracts for compliance with 2 CFR 200.317 through 200.327;
    d. Provide technical assistance and training to subrecipients on eligibility, documentation, procurement, reporting, and closeout requirements; and
    e. Maintain complete award, subaward, and project files in a condition ready for audit and closeout.

4. Appeals and Dispute Resolution. Offeror shall:
    a. Analyze FEMA eligibility and funding determinations and recommend whether and how to appeal;

b. Prepare or review first and second appeals and supporting documentation in accordance with 44 CFR 206.206 and applicable FEMA policy, within regulatory deadlines; and
c. Support arbitration requests and proceedings when directed by DHSEM.

5. Closeout and Audit Support. Offeror shall:

a. Perform project closeout and large project final reconciliation, including documentation of actual costs, scope compliance, and required certifications;
b. Prepare subaward and award closeout packages, identify unexpended balances, and process deobligations;
d. Develop and carry out closeout backlog reduction plans for legacy declarations as directed by DHSEM;
e. Support Single Audit, Department of Homeland Security Office of Inspector General (OIG), HUD OIG, and State audits, including document production, responses to findings, and corrective action; and
f. Support recoupment, debt resolution, and record retention in accordance with 2 CFR 200.334.

6. **Deliverables and Performance Standards.** Unless a task order states otherwise, Offeror shall:
   a. Complete a baseline review of each subrecipient reimbursement request within ten (10) business days after receipt of a complete request;
   b. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
   c. Submit draft appeals to DHSEM no later than thirty days (30) calendar days before the applicable regulatory deadline;
   d. Submit project, subaward, and award closeout packages to DHSEM within thirty days (30) calendar days for small project and within sixty days (60) for a large project after receipt of complete subrecipient closeout documentation;
   e. Deliver a monthly status report for all assigned declarations showing, for each project and subaward, obligation, expenditure, reimbursement, appeal, monitoring, and closeout status; and
   f. Meet the closeout and backlog reduction targets established in each task order.

7. **DCM Overview** Unless a task order states otherwise, Offeror shall:
   g. Complete local stakeholder outreach and communication to include entities such as Local Disaster Recovery Centers; Offices of Emergency Management; VOAD; LTRGs or LTRCs;
   h. Identify vulnerable and special needs populations who have unmet needs as a result of a Presidentially Declared Disaster.
   i.
   j. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
   k. Submit draft appeals to DHSEM no later than thirty days (30) calendar days before the applicable regulatory deadline;

l. Submit project, subaward, and award closeout packages to DHSEM within thirty days (30) calendar days for small project and within sixty days (60) for a large project after receipt of complete subrecipient closeout documentation;
m. Deliver a monthly status report for all assigned declarations showing, for each project and subaward, obligation, expenditure, reimbursement, appeal, monitoring, and closeout status; and
n. Meet the closeout and backlog reduction targets established in each task order.

4. Mitigation

The Offeror will provide technical, programmatic**,** administrative**,** planning, grant-management, financial**,** and project-development services supporting disaster and non-disaster hazard mitigation, floodplain management, and resilience programs and activities.

Specific tasks will be authorized through task orders as described in Grants Management Requirements for Recovery and Mitigation, below. Mitigation support includes, but is not limited to, the following:

A. **Covered Programs.** Offeror shall support the following programs:
   a. FEMA Hazard Mitigation Grant Program (HMGP) under Section 404, including HMGP Post-Fire, five percent initiative projects, planning-related activities, and management costs;
   b. FEMA Flood Mitigation Assistance (FMA);
   c. FEMA Pre-Disaster Mitigation (PDM), including Congressionally Directed Spending projects;
   d. Building Resilient Infrastructure and Communities (BRIC), including existing awards and any successor program;
   e. Safeguarding Tomorrow Revolving Loan Fund Program;
   f. HUD Community Development Block Grant Mitigation (CDBG-MIT); and
   g. FEMA Community Assistance Program – State Support Services Element (CAP-SSSE), National Flood Insurance Program (NFIP), and related floodplain management activities;
   h. Any supplemental and future mitigation and resilience programs.

B. **Hazard Mitigation Planning.** Offeror shall:
   a. Support maintenance, annual review, and the five-year update of the State Hazard Mitigation Plan in accordance with 44 CFR Part 201 and current FEMA planning policy;

b. Review local and Tribal hazard mitigation plans for compliance before submission to FEMA, and provide technical assistance to plan developers; and
c. Develop and manage applications and subawards for planning-related activities.

C. **Pre-Award and Application Development.** Offeror shall:
a. Manage Notice of Funding Opportunity (NOFO) and Notice of Interest (NOI) processes, including outreach, solicitation, eligibility screening, and prioritization;
b. Track HMGP lock-in amounts, available funding, set-asides, and application deadlines for each declaration;
c. Develop or review sub applications, including scopes of work, budgets, schedules, maintenance plans, and supporting documentation, in FEMA GO or the applicable federal system;
d. Perform benefit-cost analyses (BCA) using the current FEMA BCA Toolkit, or document cost-effectiveness through applicable streamlined or pre-calculated benefit methods;
e. Prepare EHP documentation and coordinate EHP review, including phased project (Phase I and Phase II) requirements; and
f. Perform State technical and eligibility review of sub applications and prepare ranking and funding recommendations for DHSEM decision.
g. Identify federal and non-federal funding sources and prepare or support applications for non-FEMA recovery grants and loans.

D. **Award and Subaward Management.** Offeror shall:
a. Prepare and maintain subaward agreements and support updates to the HMGP Administrative Plan;
b. Process scope of work, budget, and period of performance extension requests, and cost overrun and underrun requests;
c. Review subrecipient reimbursement requests for eligibility, allowability, reasonableness, and adequacy of documentation before DHSEM payment approval, and prepare drawdown requests in the applicable federal system;
d. Track and reconcile obligations, expenditures, reimbursements, and non-federal cost share at the project, subaward, and award levels;
e. Prepare quarterly progress reports, Federal Financial Reports (SF-425), and other required federal and State reports; and
f. Prepare management cost requests and supporting documentation.

E. **Compliance and Subrecipient Monitoring.** Offeror shall:
a. Conduct subrecipient risk assessments and develop risk-based monitoring plans consistent with 2 CFR 200.332;

b. Perform desk reviews, site visits, and milestone verification, document findings, and track corrective action plans to resolution;
c. Monitor deed restriction and open space compliance for acquired properties and prepare required reports in accordance with 44 CFR Part 80; and
d. Provide technical assistance and training to subrecipients on project implementation, procurement, reporting, and closeout requirements.

F. **Closeout and Audit Support.** Offeror shall:
   a. Conduct or support final inspections and collect final cost, completion, and as-built documentation;
   b. Prepare subaward and award closeout packages, identify unexpended balances, and process deobligations; and
   c. Support Single Audit, OIG, and State audits, and record retention in accordance with 2 CFR 200.334.

G. **Deliverables and Performance Standards.** Unless a task order states otherwise, Offeror shall:
   a. Deliver completed sub applications and BCAs to DHSEM no later than ten (10) business days before the applicable federal submission deadline;
   b. Complete review of each subrecipient reimbursement request within ten (10) business days after receipt of a complete request;
   c. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
   d. Submit subaward and award closeout packages to DHSEM within forty-five (45) calendar days after receipt of complete subrecipient closeout documentation; and
   e. Deliver a monthly status report showing, for each declaration and program, application pipeline, obligation, expenditure, reimbursement, period of performance, monitoring, and closeout status.

H. Grants Management Requirements for all Service Areas

The following requirements apply to all services performed under this contract.

a) Offeror shall operate within the grants management system designated by DHSEM or, if directed, provide a system that tracks applications, projects, subawards, awards, documents, reimbursements, monitoring, appeals, and closeout status. All data entered or generated under this contract are the property of the State and must be exportable to DHSEM in a nonproprietary format on request and at contract end.
b) Offeror provides technical and administrative support only. Final eligibility determinations, funding and ranking decisions, payment approvals, certifications, and submissions to federal agencies on behalf of the State remain the responsibility of DHSEM.

c) Offeror shall not perform State review, eligibility screening, ranking, monitoring, or audit support for any application, project, or subaward that Offeror, its subcontractors, or its affiliates prepared, developed, or managed for a subrecipient, and shall not represent any subrecipient in a dispute with the State. Offeror shall disclose any actual or potential organizational conflict of interest in writing within five (5) business days after it becomes known, maintain the Organizational Conflict of Interest Mitigation Plan required in Section IV.B.3, and maintain separation between staff assigned to State functions and staff assigned to direct subrecipient support. DHSEM may restrict or reassign work to avoid or mitigate a conflict.
d) Offeror shall record and invoice all hours and costs by declaration or award, program, project or subaward where applicable, and activity, with supporting timesheets, so that DHSEM can charge costs to the correct federal award, including management costs.
e) Offeror shall maintain a documented quality control process under which a qualified reviewer other than the preparer checks each project application, BCA, appeal, reimbursement review, and closeout package before submission to DHSEM.
f) Offeror shall provide a dedicated financial management function within each service area. Qualified financial personnel responsible for managing and tracking federal and state awards, including drawdowns and reimbursement requests, expenditure tracking, financial reconciliations, budget monitoring, award balances, financial reporting, and grant closeout activities. This support should ensure accurate financial oversight, compliance with applicable funding requirements, and coordination with DHSEM's Finance Bureau throughout the award lifecycle.
g) At contract end, or on DHSEM request, Offeror shall deliver all records, data, working files, status reports, and a written transition plan within thirty (30) calendar days, and shall support an orderly transfer of work to DHSEM or a successor contractor.

5. Other State and Federal Funding Programs

A. Bipartisan Infrastructure Law (BIL) / Infrastructure and Jobs Act (IIJA);
B. Inflation Reduction Act (IRA);
C. Economic Recovery;
D. Small Business Administration
E. New Mexico Legislative Funding
F. New and Future Federal Funding
G. Other federal, state, disaster, and non-disaster mitigation or resilience programs and funding sources;

6. TASK ORDER PROCESS AND AUTHORIZATION OF WORK

A. The resulting Agreement(s) establishes the terms, conditions, rates, and available services under which DHSEM may obtain services from the Contractor. The Agreement itself does not constitute authorization to perform work or incur billable costs.
B. All services performed under the Agreement shall be authorized through a written Task Order issued and approved by DHSEM prior to commencement of work.
C. A Task Order shall be required for each distinct assignment, project, program, disaster, workstream, or other body of work for which Contractor services are requested.
D. The Contractor shall not commence work based solely upon verbal direction, informal discussions, meetings, correspondence, email communications, anticipated program needs, prior assignments, or requests from DHSEM personnel who are not authorized to approve Task Orders.
E. No work shall be performed or invoiced unless authorized by DHSEM through an executed Task Order. Identification of a potential federal funding source, anticipated federal reimbursement, pending project, pending award, or pending federal obligation does not constitute authorization to incur or invoice costs against that federal award or project.

1. Required Task Order Elements

- Task Order number;
- Applicable Functional Service Area(s);
- Disaster, incident, grant, program, project, or funding source;
- Description and specific scope of authorized services;
- Required tasks and activities;
- Required deliverables;
- Deliverable due dates, milestones, and acceptance criteria;
- Period of performance;
- Authorized Contractor personnel and/or labor categories;
- Applicable contract rates;
- Estimated hours or level of effort;
- Not-to-Exceed (NTE) amount;
- Authorized funding source, when known and applicable;
- Federal Award Identification Number, project number, grant number, or other applicable identifier, when available;
- Federal funding status, when applicable;
- Reporting requirements;
- Invoice and supporting-documentation requirements;
- DHSEM Task Order Manager/Program Manager; and
- Required DHSEM approvals.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) Corporate Experience

Provide a detailed description of the Offeror's relevant corporate experience providing emergency management, disaster response, disaster recovery, mitigation, disaster case management, federal grant management, staff augmentation, and/or subject matter expertise to federal, state, local, territorial, and Tribal (SLTT) governmental entities.

The Offeror should describe how its organizational experience, expertise, and resources are relevant to the services required under this RFP.

The Offeror must also identify all proposed subcontractors and provide a brief description of each subcontractor's relevant experience, anticipated role, and services to be performed under the resulting contract.

b) Comparable Projects

Identify and describe at least two (2) projects completed or substantially performed within the last five (5) years that are comparable in size, scope, and complexity to the services required under this RFP.

For each project, provide:

- Client name and type of governmental entity;
- Period of performance;
- Scope and services provided;
- Applicable FEMA, HUD, or other federal program(s);
- Approximate contract value;
- Offeror's role and responsibilities;
- Staffing level and organizational structure, as applicable; and
- Results, outcomes, and benefits realized by the client.

c) Performance, Challenges, and Lessons Learned

Describe at least two (2) successful engagements and two (2) engagements in which the Offeror encountered significant challenges while performing services similar to those required under this RFP.

For each engagement, describe:

- Scope of services;

- Offeror's role;
- Outcome;
- Significant successes or challenges;
- Corrective actions or solutions implemented;
- Lessons learned; and
- Improvements made to the Offeror's project management, internal controls, staffing, quality assurance, service delivery, or overall approach as a result of the experience.

The purpose of this requirement is to demonstrate the Offeror's ability to identify and resolve complex implementation and operational challenges and apply lessons learned to future engagements.

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. <u>The references must not return the completed Questionnaire to the Offeror.</u>** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **<u>on or before the deadline</u> stated on APPENDIX F. <u>NO LATE QUESTIONNAIRES CAN BE ACCEPTED.</u>**

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. Project Approach

Offeror must provide a comprehensive project approach describing how it will successfully deliver the scope and programs identified in Section IV.A., Detailed Scope of Work based

on DHSEM's immediate needs, Offeror must demonstrate experience, capacity, and an approach to supporting the following delivery operations and programs:

1. FEMA Individual Assistance (IA)
2. FEMA Public Assistance (PA)
3. Recovery Support Functions (RSFs)
4. Mitigation
5. Fire Mitigation Assistance Grant (FMAG)
6. CAPSSSE
7. HUD CDBG-DR
8. Disaster Case Management (DCM), including a DCM technical solution

B. **Federal Compliance Experience**

Offeror must demonstrate experience administering or supporting federally funded programs and compliance with applicable federal requirements, including 2 CFR Part 200 and applicable FEMA and HUD program requirements.

C. **Mobilization and Operational Readiness**

Offeror must demonstrate its ability and approach to mobilize qualified Key Personnel within forty-eight (48) hours of contract execution, disaster activation, or DHSEM request.

The Offeror may describe previous instances in which it successfully mobilized personnel within a comparable timeframe and its ability to sustain staffing following initial deployment.

D. **SAM.gov Registration**

Offeror must maintain an active registration in SAM.gov and must not be suspended, debarred, or otherwise excluded from participation in federally funded contracts or assistance programs. Offeror must provide its Unique Entity Identifier (UEI) and evidence of active SAM.gov registration.

E. **Technical Solution and Security**

Offeror must describe the capabilities, functionality, hosting environment, and security and compliance standards of the proposed DCM technical solution. The Offeror must address, at a minimum, data security and privacy, encryption, access controls, audit logging, backup and recovery, data retention, system availability, and applicable federal and State of New Mexico information security requirements.

Offeror must identify any third-party software, hosting providers, or subcontractors utilized as part of the proposed solution.

F. **Key Personnel**

Offeror must provide detailed resumes for all Key Personnel proposed to perform services under the resulting contract.

Resumes must identify relevant education, professional certifications, work experience, disaster recovery experience, federal program experience, and the individual's proposed role under the resulting contract.

Offeror must identify whether each Key Personnel position will be filled by the Offeror or a subcontractor.

At a minimum, Key Personnel should include, as applicable to the Offeror's proposed approach:

- Project Executive;
- Senior Subject Matter Expert;
- Senior Program Manager;
- Program Manager; and
- Senior System Developer.

4. Desirable Specification

a) **Community and Cultural Familiarity**

Offeror should demonstrate an approach to utilizing personnel with knowledge and understanding of the culture, priorities, and unique needs of communities impacted by recent disasters throughout New Mexico, including rural, tribal, and traditionally underserved communities.

b) **Local Staffing and Expertise**

Offeror should demonstrate its ability to utilize local staff and/or subcontractors with knowledge of New Mexico-specific practices and requirements, including local design and construction requirements, infrastructure, land use, and acequia systems.

c) **New Mexico Experience**

Offeror should demonstrate previous experience successfully providing comparable services within New Mexico, particularly for or in coordination with state agencies, local governments, tribal governments, federal partners, and other disaster recovery stakeholders.

d) **New Mexico Disaster Recovery Environment**

Offeror should demonstrate its understanding of the current challenges and cultural realities affecting disaster recovery in New Mexico and provide proposed strategies or solutions for successfully delivering recovery operations within the State.

e) **Local Capacity and Knowledge Transfer**

Offeror should describe its approach to developing local capacity, transferring knowledge to DHSEM and local partners, and reducing long-term reliance on contractor support through training, documentation, and technical assistance.

f) Licensure

It is desirable that the Offeror demonstrate the ability to provide professional engineering services through qualified personnel or subcontractors licensed to practice engineering in the State of New Mexico.

The Offeror should identify any proposed Professional Engineer(s), their applicable licensure, relevant engineering disciplines, and whether services will be provided by the prime Offeror or an identified subcontractor.

Any professional engineering services performed under the resulting contract shall comply with the New Mexico Engineering and Surveying Practice Act, Sections 61-23-1 et seq. NMSA 1978, and applicable New Mexico Administrative Code requirements, including business-entity authorization, responsible charge, and professional sealing requirements.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements, the most current 10K, as well as financial statements for the preceding three 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

Offerors must complete the Cost Response Form in APPENDIX D. Costs will be based on Time and Materials (T&M) fee structure. Hourly rates for personnel will be fully burdened and inclusive of all direct and indirect costs such as travel, lodging, meals and incidental expenses, etc.

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.

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
B. Technical Specifications (770 Total Points)	
B. 1. Organizational Experience	**500**
a. Corporate experience	200
b. Comparable projects	150
c. Performance, challenges and lessons learned	150
B. 2. Organizational References	**150**
B. 3. Mandatory Specification	Pass/Fail
a. project approach	Pass/Fail
b. Federal compliance experience	Pass/Fail
c. Mobilization and operational readiness	Pass/Fail
d. SAM.gov registration	Pass/Fail
e. Technical Solution and security	Pass/Fail
f. Key personnel	Pass/Fail
B. 4. Desirable Specification	**120**
a. a. Community and Cultural Familiarity	20
b. b. Local Staffing and Expertise	20
c. c. New Mexico Experience	20
d. d. New Mexico Disaster Recovery Environment	20
e. e. Local Capacity and Knowledge Transfer	20
f. Licensure	20
C. Business Specifications (300 Total Points)	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	300
TOTAL POINTS AVAILABLE	**1070**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the Offeror's demonstrated organizational experience, qualifications, and ability to successfully perform services comparable to those required

under this RFP. The Evaluation Committee will consider the relevance, scope, complexity, and extent of the Offeror's corporate experience; successful performance of comparable projects; and demonstrated ability to address operational challenges, implement corrective actions, and apply lessons learned to improve service delivery. Consideration will also be given to the qualifications and relevant experience of proposed subcontractors.

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

Mandatory Specifications will be evaluated on a Pass/Fail basis. No points will be assigned. The Evaluation Committee will determine whether the Offeror has adequately addressed and demonstrated compliance with all mandatory requirements identified in Section IV.B.3, including project approach, federal compliance experience, mobilization and operational readiness, SAM.gov registration, technical solution and security, and Key Personnel. Failure to satisfy a mandatory requirement may result in the proposal being deemed nonresponsive and excluded from further consideration.

4. B.4 Desirable Specifications

Points will be awarded based on the Offeror's demonstrated knowledge, experience, and proposed approach to providing services within New Mexico. The Evaluation Committee will consider the Offeror's understanding of local communities and cultural considerations, ability to utilize local staffing and expertise, previous experience performing comparable services within New Mexico, understanding of the State's disaster recovery environment, and approach to developing local capacity and transferring knowledge to DHSEM and its partners. Higher scores will be awarded to Offerors demonstrating relevant experience and practical approaches that enhance service delivery and long-term program sustainability.

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

Financial Stability will be evaluated on a Pass/Fail basis. No points will be assigned. The Evaluation Committee will determine whether the Offeror has submitted the required documentation and satisfied the requirements identified in Section IV.C.1.

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

The Letter of Transmittal will be evaluated on a Pass/Fail basis. No points will be assigned. Failure to submit a completed and signed Letter of Transmittal in accordance with Appendix E will result in disqualification.

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

Pass/Fail only. No points assigned.

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. C.4 Cost (See Table 1)

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

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

9. C.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.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

<Insert Name of RFP>
<Insert RFP#>

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Megan Martinez
E-mail: megan.martinez@dhsem.nm.gov
Subject Line: <Insert RFP Title and Number>

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

STATE OF NEW MEXICO

DEPARTMENTOF

HOMELAND SECURITY AND EMERGENCY MANAGEMENT

PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. <u>Scope of Work.</u>

The Contractor shall perform the following work:

Scope and specific Federal program support services may include, but are not limited to, the following:

7. Preparedness

D. The Offeror may provide preparedness planning, technical assistance, training, program development, and other services requested by DHSEM to strengthen state and local capabilities to prepare for future emergencies and disasters.
E. Emergency and disaster preparedness planning;
F. Exercise planning, development, facilitation, evaluation, and after-action support;
G. Identification and development of applications for federal preparedness grant opportunities;
H. FEMA Emergency Management Performance Grant (EMPG) support;
I. Hazardous Material Emergency Preparedness Grant support;
J. Resilient Community Planning Program support;
K. Pre-disaster recovery planning and long-term recovery operational planning;
L. Regional Task Force and Economic Development Council coordination and planning;
M. U.S. Department of Agriculture Rural Preparedness Grant expertise;
N. Development or revision of emergency plans, policies, procedures, job aids, and operational documents;
O. Training and technical assistance to DHSEM, local governments, tribal governments, and other emergency management partners; and
P. Other preparedness activities requested and authorized by DHSEM.

8. Response

E. Offer may be requested by DHSEM to respond to incidents throughout the State of New Mexico to protect lives, property, and quality of life including all aspects of sheltering, feeding, and other response operations;
F. Emergency Operations Center (EOC) Staff Augmentation, including Graphic Information Systems (GIS) and Common Operating Picture (COP) Systems support;
G. Long-Term Recovery Operations Implementation Planning/Regional Task Forces Economic Development Councils (EDCs); and
H. Joint Field Office (JFO), Disaster Recovery Centers, and Multi-Agency Resource Center (MARC) Staff Augmentation.

9. State and Federal Recovery Programs

Offeror shall provide full lifecycle support, from identification of funding opportunities through award closeout and audit, for state and federal disaster recovery awards for which DHSEM serves as the recipient, grantee, or pass-through entity, including legacy, current, and future disaster declarations and funding programs assigned by DHSEM. Services shall include training and technical assistance, grant application development, award administration, financial management, expenditure tracking, reimbursement requests and federal drawdowns, financial reconciliation, subrecipient monitoring, regulatory compliance, performance and financial reporting, documentation management, audit support, and grant closeout.

Covered Programs. Offeror shall support the following programs:

d. FEMA Public Assistance (PA), including Section 406 hazard mitigation, Section 428 Public Assistance Alternative Procedures, and management costs (Category Z);
e. FEMA Individual Assistance (IA), including State administration of Other Needs Assistance (ONA), and Disaster Case Management (DCM);
f. FEMA Community Disaster Loan (CDL);
d. Hermit's Peak/Calf Canyon Fire Assistance Act (HPCCFAA) and coordination with the FEMA Claims Office;
e. U.S. Department of Agriculture (USDA) disaster recovery programs, including Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP);
f. U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR);
g. Federal Highway Administration Emergency Relief Program (FHWA-ER) and Federal Transit Administration Emergency Relief Program (FTA-ER);
h. Emergency Solutions Grant (ESG);
i. Treasury Coronavirus Relief Fund (CRF) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF), including legacy reconciliation and closeout; and

j. Any supplemental and future programs related to recovery and disasters.

1. **Pre-Award and Project Formulation. Offeror shall:**
    a. Assist with the formulation, and execution PDAs to determine if damages meet a state or federal disaster;
    b. Support in the development of training, and exercises as requested by the State for recovery efforts;
    c. Support Applicant Briefings, review Requests for Public Assistance (RPA), and support Exploratory Calls and Recovery Scoping Meetings;
    d. Develop and validate damage inventories and conduct or support site inspections and damage documentation;
    e. Formulate projects and prepare or review project applications in FEMA Grants Portal, including scopes of work, cost estimates using the FEMA Cost Estimating Format (CEF) where applicable, and supporting documentation;
    f. Identify Section 406 hazard mitigation opportunities and prepare proposals and cost-effectiveness documentation;
    g. Prepare and review environmental and historic preservation (EHP) documentation, insurance reviews, and duplication of benefits (DOB) analyses;
    h. Analyze and advise DHSEM and applicants on Section 428 alternative procedures, fixed-cost offers, and improved and alternate project options; and
    i. Identify federal and non-federal funding sources and prepare or support applications for non-FEMA recovery grants and loans.
    j. Prepare to assist applicants and sub-applicants on all stages of disaster recovery.

2. **Award and Subaward Management. Offeror shall**:
    g. Prepare and maintain subaward agreements and support development and updates of the State Administrative Plan for each declaration;
    h. Process scope of work and cost change requests, project version requests, time extension requests, and improved and alternate project requests;
    i. Review subrecipient reimbursement requests for eligibility, allowability, reasonableness, and adequacy of documentation before DHSEM payment approval, and prepare drawdown requests in the FEMA Payment and Reporting System (PARS) or other applicable federal system;
    j. Track and reconcile obligations, expenditures, reimbursements, drawdowns, and non-federal cost share at the project, subaward, and award levels;
    k. Prepare quarterly progress reports, Federal Financial Reports (SF-425), and other required federal and State reports; and
    l. Prepare management cost requests and supporting documentation.

3. **Compliance and Subrecipient Monitoring. Offeror shall:**

f. Conduct subrecipient risk assessments and develop risk-based monitoring plans consistent with 2 CFR 200.332;
g. Perform desk reviews and site visits, document findings, and track corrective action plans to resolution;
h. Review subrecipient procurements and contracts for compliance with 2 CFR 200.317 through 200.327;
i. Provide technical assistance and training to subrecipients on eligibility, documentation, procurement, reporting, and closeout requirements; and
j. Maintain complete award, subaward, and project files in a condition ready for audit and closeout.

4. Appeals and Dispute Resolution. Offeror shall:

a. Analyze FEMA eligibility and funding determinations and recommend whether and how to appeal;
b. Prepare or review first and second appeals and supporting documentation in accordance with 44 CFR 206.206 and applicable FEMA policy, within regulatory deadlines; and
c. Support arbitration requests and proceedings when directed by DHSEM.

5. Closeout and Audit Support. Offeror shall:

a. Perform project closeout and large project final reconciliation, including documentation of actual costs, scope compliance, and required certifications;
b. Prepare subaward and award closeout packages, identify unexpended balances, and process deobligations;
d. Develop and carry out closeout backlog reduction plans for legacy declarations as directed by DHSEM;
e. Support Single Audit, Department of Homeland Security Office of Inspector General (OIG), HUD OIG, and State audits, including document production, responses to findings, and corrective action; and
f. Support recoupment, debt resolution, and record retention in accordance with 2 CFR 200.334.

6. **Deliverables and Performance Standards.** Unless a task order states otherwise, Offeror shall:

c. Complete a baseline review of each subrecipient reimbursement request within ten (10) business days after receipt of a complete request;
d. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
e. Submit draft appeals to DHSEM no later than thirty days (30) calendar days before the applicable regulatory deadline;
f. Submit project, subaward, and award closeout packages to DHSEM within thirty days (30) calendar days for small project and within sixty days (60) for a large project after receipt of complete subrecipient closeout documentation;
g. Deliver a monthly status report for all assigned declarations showing, for each project and subaward, obligation, expenditure, reimbursement, appeal, monitoring, and closeout status; and

h. Meet the closeout and backlog reduction targets established in each task order.

7. **DCM Overview** Unless a task order states otherwise, Offeror shall:
   i. Complete local stakeholder outreach and communication to include entities such as Local Disaster Recovery Centers; Offices of Emergency Management; VOAD; LTRGs or LTRCs;
   j. Identify vulnerable and special needs populations who have unmet needs as a result of a Presidentially Declared Disaster.
   k.
   l. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
   m. Submit draft appeals to DHSEM no later than thirty days (30) calendar days before the applicable regulatory deadline;
   n. Submit project, subaward, and award closeout packages to DHSEM within thirty days (30) calendar days for small project and within sixty days (60) for a large project after receipt of complete subrecipient closeout documentation;
   o. Deliver a monthly status report for all assigned declarations showing, for each project and subaward, obligation, expenditure, reimbursement, appeal, monitoring, and closeout status; and
   p. Meet the closeout and backlog reduction targets established in each task order.

10. Mitigation

The Offeror will provide technical, programmatic**,** administrative**,** planning, grant-management, financial**,** and project-development services supporting disaster and non-disaster hazard mitigation, floodplain management, and resilience programs and activities.

Specific tasks will be authorized through task orders as described in Grants Management Requirements for Recovery and Mitigation, below. Mitigation support includes, but is not limited to, the following:

I. **Covered Programs.** Offeror shall support the following programs:
   a. FEMA Hazard Mitigation Grant Program (HMGP) under Section 404, including HMGP Post-Fire, five percent initiative projects, planning-related activities, and management costs;
   b. FEMA Flood Mitigation Assistance (FMA);
   c. FEMA Pre-Disaster Mitigation (PDM), including Congressionally Directed Spending projects;
   d. Building Resilient Infrastructure and Communities (BRIC), including existing awards and any successor program;
   e. Safeguarding Tomorrow Revolving Loan Fund Program;

f. HUD Community Development Block Grant Mitigation (CDBG-MIT); and
g. FEMA Community Assistance Program – State Support Services Element (CAP-SSSE), National Flood Insurance Program (NFIP), and related floodplain management activities;
h. Any supplemental and future mitigation and resilience programs.

J. **Hazard Mitigation Planning.** Offeror shall:
   a. Support maintenance, annual review, and the five-year update of the State Hazard Mitigation Plan in accordance with 44 CFR Part 201 and current FEMA planning policy;
   b. Review local and Tribal hazard mitigation plans for compliance before submission to FEMA, and provide technical assistance to plan developers; and
   c. Develop and manage applications and subawards for planning-related activities.

K. **Pre-Award and Application Development.** Offeror shall:
   a. Manage Notice of Funding Opportunity (NOFO) and Notice of Interest (NOI) processes, including outreach, solicitation, eligibility screening, and prioritization;
   b. Track HMGP lock-in amounts, available funding, set-asides, and application deadlines for each declaration;
   c. Develop or review sub applications, including scopes of work, budgets, schedules, maintenance plans, and supporting documentation, in FEMA GO or the applicable federal system;
   d. Perform benefit-cost analyses (BCA) using the current FEMA BCA Toolkit, or document cost-effectiveness through applicable streamlined or pre-calculated benefit methods;
   e. Prepare EHP documentation and coordinate EHP review, including phased project (Phase I and Phase II) requirements; and
   f. Perform State technical and eligibility review of sub applications and prepare ranking and funding recommendations for DHSEM decision.
   g. Identify federal and non-federal funding sources and prepare or support applications for non-FEMA recovery grants and loans.

L. **Award and Subaward Management.** Offeror shall:
   a. Prepare and maintain subaward agreements and support updates to the HMGP Administrative Plan;
   b. Process scope of work, budget, and period of performance extension requests, and cost overrun and underrun requests;

c. Review subrecipient reimbursement requests for eligibility, allowability, reasonableness, and adequacy of documentation before DHSEM payment approval, and prepare drawdown requests in the applicable federal system;
d. Track and reconcile obligations, expenditures, reimbursements, and non-federal cost share at the project, subaward, and award levels;
e. Prepare quarterly progress reports, Federal Financial Reports (SF-425), and other required federal and State reports; and
f. Prepare management cost requests and supporting documentation.

M. **Compliance and Subrecipient Monitoring.** Offeror shall:
a. Conduct subrecipient risk assessments and develop risk-based monitoring plans consistent with 2 CFR 200.332;
b. Perform desk reviews, site visits, and milestone verification, document findings, and track corrective action plans to resolution;
c. Monitor deed restriction and open space compliance for acquired properties and prepare required reports in accordance with 44 CFR Part 80; and
d. Provide technical assistance and training to subrecipients on project implementation, procurement, reporting, and closeout requirements.

N. **Closeout and Audit Support.** Offeror shall:
a. Conduct or support final inspections and collect final cost, completion, and as-built documentation;
b. Prepare subaward and award closeout packages, identify unexpended balances, and process deobligations; and
c. Support Single Audit, OIG, and State audits, and record retention in accordance with 2 CFR 200.334.

O. **Deliverables and Performance Standards.** Unless a task order states otherwise, Offeror shall:
a. Deliver completed sub applications and BCAs to DHSEM no later than ten (10) business days before the applicable federal submission deadline;
b. Complete review of each subrecipient reimbursement request within ten (10) business days after receipt of a complete request;
c. Submit draft quarterly progress reports and financial reports to DHSEM no later than fifteen (15) calendar days before each federal due date;
d. Submit subaward and award closeout packages to DHSEM within forty-five (45) calendar days after receipt of complete subrecipient closeout documentation; and
e. Deliver a monthly status report showing, for each declaration and program, application pipeline, obligation, expenditure, reimbursement, period of performance, monitoring, and closeout status.

P. Grants Management Requirements for all Service Areas

The following requirements apply to all services performed under this contract.

h) Offeror shall operate within the grants management system designated by DHSEM or, if directed, provide a system that tracks applications, projects, subawards, awards, documents, reimbursements, monitoring, appeals, and closeout status. All data entered or generated under this contract are the property of the State and must be exportable to DHSEM in a nonproprietary format on request and at contract end.
i) Offeror provides technical and administrative support only. Final eligibility determinations, funding and ranking decisions, payment approvals, certifications, and submissions to federal agencies on behalf of the State remain the responsibility of DHSEM.
j) Offeror shall not perform State review, eligibility screening, ranking, monitoring, or audit support for any application, project, or subaward that Offeror, its subcontractors, or its affiliates prepared, developed, or managed for a subrecipient, and shall not represent any subrecipient in a dispute with the State. Offeror shall disclose any actual or potential organizational conflict of interest in writing within five (5) business days after it becomes known, maintain the Organizational Conflict of Interest Mitigation Plan required in Section IV.B.3, and maintain separation between staff assigned to State functions and staff assigned to direct subrecipient support. DHSEM may restrict or reassign work to avoid or mitigate a conflict.
k) Offeror shall record and invoice all hours and costs by declaration or award, program, project or subaward where applicable, and activity, with supporting timesheets, so that DHSEM can charge costs to the correct federal award, including management costs.
l) Offeror shall maintain a documented quality control process under which a qualified reviewer other than the preparer checks each project application, BCA, appeal, reimbursement review, and closeout package before submission to DHSEM.
m) Offeror shall provide a dedicated financial management function within each service area. Qualified financial personnel responsible for managing and tracking federal and state awards, including drawdowns and reimbursement requests, expenditure tracking, financial reconciliations, budget monitoring, award balances, financial reporting, and grant closeout activities. This support should ensure accurate financial oversight, compliance with applicable funding requirements, and coordination with DHSEM's Finance Bureau throughout the award lifecycle.
n) At contract end, or on DHSEM request, Offeror shall deliver all records, data, working files, status reports, and a written transition plan within thirty (30) calendar days, and shall support an orderly transfer of work to DHSEM or a successor contractor.

11. Other State and Federal Funding Programs

H. Bipartisan Infrastructure Law (BIL) / Infrastructure and Jobs Act (IIJA);
I. Inflation Reduction Act (IRA);

J. Economic Recovery;
K. Small Business Administration
L. New Mexico Legislative Funding
M. New and Future Federal Funding
N. Other federal, state, disaster, and non-disaster mitigation or resilience programs and funding sources;

12. TASK ORDER PROCESS AND AUTHORIZATION OF WORK

F. The resulting Agreement(s) establishes the terms, conditions, rates, and available services under which DHSEM may obtain services from the Contractor. The Agreement itself does not constitute authorization to perform work or incur billable costs.
G. All services performed under the Agreement shall be authorized through a written Task Order issued and approved by DHSEM prior to commencement of work.
H. A Task Order shall be required for each distinct assignment, project, program, disaster, workstream, or other body of work for which Contractor services are requested.
I. The Contractor shall not commence work based solely upon verbal direction, informal discussions, meetings, correspondence, email communications, anticipated program needs, prior assignments, or requests from DHSEM personnel who are not authorized to approve Task Orders.
J. No work shall be performed or invoiced unless authorized by DHSEM through an executed Task Order. Identification of a potential federal funding source, anticipated federal reimbursement, pending project, pending award, or pending federal obligation does not constitute authorization to incur or invoice costs against that federal award or project.

1. Required Task Order Elements

- Task Order number;
- Applicable Functional Service Area(s);
- Disaster, incident, grant, program, project, or funding source;
- Description and specific scope of authorized services;
- Required tasks and activities;
- Required deliverables;
- Deliverable due dates, milestones, and acceptance criteria;
- Period of performance;
- Authorized Contractor personnel and/or labor categories;
- Applicable contract rates;
- Estimated hours or level of effort;
- Not-to-Exceed (NTE) amount;
- Authorized funding source, when known and applicable;

- Federal Award Identification Number, project number, grant number, or other applicable identifier, when available;
- Federal funding status, when applicable;
- Reporting requirements;
- Invoice and supporting-documentation requirements;
- DHSEM Task Order Manager/Program Manager; and
- Required DHSEM approvals.

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. <u>Amendment.</u>

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.

26. 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: _____ Date: _____
Agency

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

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

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: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

Cost Proposal Instructions

Offerors shall propose a **fully burdened hourly rate** for each labor category identified in the Cost Response Form for each of the four (4) contract years. Proposed rates shall include all direct and indirect costs associated with performing the services, including but not limited to personnel costs, travel, lodging, meals, incidental expenses, administrative expenses, overhead, and profit, as specified in Section IV.C of this RFP. No additional charges for these costs shall be permitted beyond the proposed hourly rates.

Offerors shall not add, delete, or rename the labor categories identified in the Cost Response Form. However, Offerors may describe in their Technical Proposal how their proposed personnel and organizational job titles correspond to the identified labor categories. All required hourly rate fields must be completed. Failure to provide required pricing information will result in the proposal being deemed nonresponsive.

Professional Engineer (PE) – Optional Labor Category

Offerors proposing to provide professional engineering services shall identify the applicable Professional Engineer (PE) labor category and provide a fully burdened hourly rate for each contract year in Appendix D.

The proposed PE hourly rate shall be provided for contract rate establishment and future task-order purposes and shall not be included in the overall evaluated cost score.

Failure to propose a PE hourly rate shall not render a proposal nonresponsive or otherwise affect the Offeror's evaluation under the mandatory cost requirements and will not be part of the cost evaluation and will remain valid pricing under award (s).

Any engineering services authorized under the resulting contract shall comply with applicable New Mexico professional engineering licensure requirements.

Hourly Rates and Task Order Assignments

The proposed hourly rates shall establish the maximum allowable billing rates for each labor category under the resulting contract.

Due to the unpredictable nature of disasters and emergency management operations, the Department cannot reasonably determine or guarantee the number of personnel or hours that may be required during the contract period.

Actual staffing levels, labor categories, authorized hours, scope of services, and deliverables shall be determined by the Department based on operational needs, disaster-specific requirements, and available funding through individual task orders.

The total authorized cost of each task order shall be calculated using the applicable contracted hourly rates and approved hours. Each task order shall establish a maximum authorized amount that shall not be exceeded without prior written approval and an authorized modification.

The proposed hourly rates are intended to establish contract pricing and shall not constitute a guaranteed contract value, minimum purchase commitment, or obligation by the Department to issue task orders.

Cost Evaluation

For evaluation purposes, the Department will review and compare the proposed hourly rates for each labor category across all four (4) contract years. Proposed hourly rates will be evaluated in accordance with the cost evaluation criteria established in this RFP.

The Department will not assign estimated annual hours for purposes of this Cost Response Form. Actual contract expenditures will be determined by authorized task orders and shall remain subject to the established contract maximum and available funding.

Labor Category	**Year 1 Hourly Rate**	**Year 2 Hourly Rate**	**Year 3 Hourly Rate**	**Year 4 Hourly Rate**
Project Executive				
Senior Subject Matter Expert				
Senior Program Manager				
Program Manager				
Public Assistance Lead				
Hazard Mitigation Lead				
Grants Compliance and Closeout Lead				
Senior System Developer				
Public Assistance Specialist				
Cost Estimator				
Hazard Mitigation Specialist				
Hazard Mitigation Planner				
Benefit-Cost Analyst				
Environmental and Historic Preservation Specialist				
Grants Financial Analyst				

Labor Category	**Year 1 Hourly Rate**	**Year 2 Hourly Rate**	**Year 3 Hourly Rate**	**Year 4 Hourly Rate**
Subrecipient Monitoring Specialist				
Appeals Specialist				
Disaster Case Manager				
Disaster Case Management Supervisor				
GIS Analyst				
Emergency Operations Specialist				
Administrative Support				
Finance Specialist				
Procurement/Contracts Specialist				
Total Proposed Hourly Rates				
Professional Engineer-Optional				

APPENDIX E
Letter of Transmittal Form

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

RFP#:_____

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

-

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

____ No.

____ Yes. Identify subcontractor/s: _____

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

____ No.

____ Yes. Identify entity/-ies: _____

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

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

Sign: _____ Date: _____

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: **Megan Martinez at megan.martinez@dhsem.nm.gov on November 16, 2026** at 5:00PM MST for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # <Insert #>
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

Offeror, your name goes here

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

Name: Megan Martinez
Email: megan.martinez@dhsem.nm.gov

Forms must be submitted no later than November 16, 2026, 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.

e 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 Megan Martinez at megan.martinez@dhsem.nm.gov or at 505-373-7365. 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	

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]?