

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

REQUEST FOR PROPOSALS (RFP)

New Mexico Multi-Route Commodity Flow Study



RFP#
27-79500-27-00001

RFP Release Date: September 12, 2026

Proposal Due Date: October 12, 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 a Commodity Flow Study of hazardous substances moved through New Mexico on specific roadways.

The State of New Mexico seeks a qualified contractor to conduct a Hazardous Materials Commodity Flow Study (HMCFS) to understand what hazardous materials are being transported across the state, where they are traveling, how often they move, and what risks they may pose to communities. The Study will give emergency responders, local officials, and planners better information to prepare for transportation-related hazardous materials incidents.

B. BACKGROUND INFORMATION

Each year, thousands of vehicles transport hazardous materials across New Mexico. While existing reporting structures, such as Tier II, monitor hazardous materials *stored* within the state, there is no clear picture of hazardous materials *traveling through* the state at any given time. Major traffic corridors cross through heavily populated areas in which a chemical release could significantly impact lives, property and the environment. DHSEM seeks a Hazardous Materials Commodity Flow Study to create a comprehensive report of hazardous materials transportation within New Mexico; identify highest-risk areas, and support state, local and tribal preparedness.

The State of New Mexico has over 23,100 facilities that have reportable amounts of hazardous chemicals (based on 2025 Tier II reports). Although Tier II reports help account for hazardous materials stored at facilities who report, it does not include information on the hazardous materials that are transported through the state on its roadways. Much of New Mexico is rural and resource scarce; knowing what hazardous materials travel through our communities will support local level incident response planning, as well as state-wide hazmat programming efforts.

C. SCOPE OF PROCUREMENT

The contractor will conduct field surveys of placarded vehicles, analyze flow patterns and risk, and develop GIS-based maps identifying major routes, high-risk areas, and sensitive nearby populations. The final deliverables will include a comprehensive report, map package, and actionable recommendations to improve preparedness and response at the local, tribal, and state levels. The

study is designed to produce practical, decision-ready tools that enhance statewide awareness and strengthen New Mexico's ability to prevent, plan for, and respond to hazardous materials transportation incidents.

The term of the resulting contract will be for one year with three one-year renewals.

This RFP will result in a single award.

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

D. PROCUREMENT MANAGER

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) 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: Angel Roybal, Procurement Manager
Telephone: (505) 490-1447
Email: angel.roybal@dhsem.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
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 electronic procurement system. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State 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. “**DHSEM**” means Department of Homeland Security and Emergency Management
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the Dropbox system.
12. “**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.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

14. **“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.
15. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
17. **“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.
18. **“IT”** means Information Technology.
19. **“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.
20. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. **“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.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“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.
24. **“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.
25. **“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.

26. **“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.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“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.
30. **“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.
31. **“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.
32. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
33. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. **“State (the State)”** means the State of New Mexico.
36. **“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.
37. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.

38. **“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.)
39. **“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.
40. **“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:

Guidance for Conducting Hazardous Materials Flow Studies.

<https://www.phmsa.dot.gov/technical-resources/hazmat-technical-resources/guidance-conducting-hazardous-materials-flow-studies>

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	SPD	09/12/2026
2. Acknowledgement of Receipt Form	Potential Offerors	09/18/2026
3. Pre-Proposal Conference	Agency	09/18/2026
4. Deadline to submit Written Questions	Potential Offerors	09/22/2026
5. Response to Written Questions	Procurement Manager	10/01/2026
6. Submission of Proposal	Potential Offerors	10/12/2026
7.* Proposal Evaluation	Evaluation Committee	10/13/26-10/19/2026
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	10/20/26-10/26/26
9.* Contract Awards	Agency/ Finalist Offerors	10/27/2026
10.* Protest Deadline	SPD	+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 DHSEM 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 Angel Roybal angel.roybal@dhsem.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager by **3:00 PM** MST 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 non-mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00AM MST via Teams Meeting.

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.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/275748019744494?p=mZckgGQbHb2yz1HdVf>

Meeting ID: 275 748 019 744 494

Passcode: hu3PA7vY

Dial in by phone

[+1 505-312-4308](tel:+15053124308), [738950544#](tel:+1738950544) United States, Albuquerque

[Find a local number](#)

Phone conference ID: 738 950 544#

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

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 September 22, 2026 by 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 DHSEM Dropbox electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by

facsimile, or other electronic means other than through the SPD 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:

Angel Roybal
(505) 490-1447
angel.roybal@dhsem.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. 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 or SPD.

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 subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

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;
 - a) 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

ONLY ELECTRONIC SUBMISSION VIA DHSEM DROPBOX SYSTEM IS PERMITTED

<https://www.dropbox.com/request/iiij7gu05iif65v45uxpz>

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 DHSEM 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 with completing the registration process, uploading a proposal, or other technical support issues, call (505) 373-7365 -
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. **EXCEPTION:** *Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* ***The Technical Proposal SHALL NOT contain any Cost information.***
- a. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. **EXCEPTION:** *Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

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

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. **Proposal Summary**
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)**
 - f) **Performance Surety Bond (if 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

The State of New Mexico seeks a qualified contractor to conduct a Hazardous Materials Commodity Flow Study (HMCFS) to understand what hazardous materials are being transported across the state, where they are traveling, how often they move, and what risks they may pose to communities.

The Study will give emergency responders, local officials, and planners better information to prepare for transportation-related hazardous materials incidents.

1. Objectives

This Study will:

- Identify hazardous materials transported on major roads, railways, and pipelines
- Estimate how much of these materials move through the state and how frequently
- Produce maps that show transportation routes and areas with higher levels of risk
- Identify sensitive locations located near transport routes (schools, hospitals, neighborhoods, etc.)
- Recommend improvements for emergency response and planning

The Study will be built on direct observation traffic surveys, supported by Tier II facility, rail, and pipeline data.

2. Study Area

The Study will include major statewide hazardous material movement corridors, including at a minimum:

- I-25 and I-40 interchange (Albuquerque Metro Area)
- US-550 north to the Colorado border
- I-10 west to the Arizona border
- US-54 / US-70 corridor in Otero County
- US-285 and US-62/180 corridor in southeast NM
- Additional corridors determined through stakeholder input and facility-based analysis if feasible with available time and resources.

3. Project Tasks

Task 1 — Project Startup

- Conduct kickoff meeting with NM DHSEM and the State Emergency Response Commission (SERC)
- Establish a core working group, and begin coordination with external stakeholders
- Finalize traffic survey locations and logistics
- Finalize project timeline

Task 2 — Data Review and Collection

The contractor will gather and incorporate:

- Tier II hazardous chemical inventory data provided by NM DHSEM
- Rail hazardous materials flow data, obtained through cooperative requests
- Pipeline operator commodity data, obtained through public or agency-accessible resources
- Crash and incident history

Task 3 — Traffic Surveys

This will be the **backbone** of the Study.

Contractor responsibilities include:

- Conduct direct observation of hazardous materials signage (placards) on commercial vehicles
- Observe **both travel directions**
- Observe **multiple times of day** and different days of the week
- Collect a **sufficient sample size** to confidently estimate annual flow
- Record:
 - UN ID number / hazard class
 - Transport container type
 - Direction of travel
 - Timestamps (duration and intensity of flow)

Observation and data collection methods should follow the *HMCRP Study 3: Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies* wherever applicable.

Task 4 — Analysis

The contractor will:

- Combine observed data with Tier II, rail, and pipeline information
- Identify which hazardous materials are most common and which pose the greatest risk

- Estimate general flow volume and frequency by corridor
- Identify locations with heavier hazardous materials traffic or greater crash risk

Analysis methods should follow the *HMCRP Study 3: Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies* wherever applicable.

Task 5 — Mapping

Contractor will produce digital maps (GIS format) that show:

- Transportation routes for priority hazardous materials
- Sensitive receptors nearby
- Higher risk “hot spots”
- Isolation Protective Zones (IPZs), based on Emergency Response Guidebook distances

Maps must be provided in formats that can be reused by NM DHSEM.

Task 6 — Findings and Recommendations

Contractor will:

- Provide a comprehensive list of hazardous materials transported through New Mexico
- Identify by what mode the hazardous materials are transported
- Identify which hazardous materials are transported most frequently at the areas specified in section 3, as well as by rail
- Provide preparedness recommendations based on the data collected, focused on informing what actions should be taken by tribal, local, and state authorities to best respond to hazardous material transportation incidents that are estimated to be most likely and or have the most impact.

Task 7 — Final Report and Presentation

A completed Study Report will include:

- Overview of methods
- Tables and charts summarizing hazardous materials movement by corridor
- Full map package
- Recommended follow-on actions
- Data limitations and assumptions (plain language)

Contractor will provide one virtual presentation to the NM DHSEM/SERC summarizing results.

4. Expected Outcomes

The Study will result in:

- a) A clear picture of hazardous materials movement across New Mexico
- b) Decision-ready tools for emergency responders and local planners
- c) Stronger statewide preparedness for hazmat transportation incidents

5. Deliverables

Deliverable	Description of Deliverable
a) Project Milestone 1	1. Project Management Plan-Within 30 days of project start 2. Completion date for Project Milestone 1:XXXX
b) Project Milestone 2	1. Sampling Plan (observation locations/duration)-Prior field collections 2. Completion date for Project Milestone 2:XXXX
c) Project Milestone 3	1. Draft GIS maps and draft analysis results-Prior to report drafting 2. Completion date for Project Milestone 3:XXXX
d) Project Milestone 4	1. Draft final report- For the DHSEM/SERC review prior to presentation 2. Completion date for Project Milestone 4:XXXX
e) Project Milestone 5	1. Final Report and Presentation with all revisions incorporated 2. Completion date for Project Milestone 5:XXXX

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) Experience

Provide a brief description of relevant organizational experience providing services to state government, local government, tribal entities, the private sector, or other organizations. The

narrative must describe the Offeror's experience, expertise, and knowledge in conducting hazardous materials commodity flow studies or substantially similar hazardous materials transportation studies.

The response must identify relevant projects and describe the Offeror's role, scope of work performed, transportation modes evaluated, data collection methods utilized, and final deliverables produced.

b) Key Personnel

Provide a brief biography of all key personnel proposed for performance of the resulting contract. The Offeror must identify each individual's proposed role and include relevant education, professional qualifications, training, certifications, and work experience.

c) Number of studies

Identify the number of hazardous materials commodity flow studies or substantially similar studies performed within the last three (3) years. For each study identified, briefly describe the scope, geographic area, transportation modes evaluated, methodology, and deliverables produced.

d) Successes

Describe at least two (2) successful outcomes from previously completed hazardous materials commodity flow studies or substantially similar projects. The response should explain the Offeror's role and how the work contributed to the successful outcome.

e) Lessons learned

Describe at least two (2) lessons learned from previously completed studies and explain how those lessons resulted in improvements to the Offeror's methodology, data collection, analysis, project management, or quality assurance processes.

2. Organizational References

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

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **on or before the**

deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.

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

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

3. Mandatory Specification

The offeror's proposal must include the following:

a) Project Plan

A detailed project plan describing how the Offeror will complete the tasks and deliverables identified in the Scope of Work, including the proposed project schedule and major milestones.

b) Traffic Survey Plan

A detailed plan for conducting the required hazardous materials traffic surveys. At a minimum, the plan must address proposed observation locations and/or location-selection methodology, observation duration, both directions of travel, multiple times of day, different days of the week, data to be collected, and the methodology for obtaining a sufficient sample to estimate commodity flow.

c) Sample Commodity Flow Study

A sample of a previously completed Hazardous Materials Commodity Flow Study or substantially similar report. Redactions of confidential, proprietary, security-sensitive, or client-identifying information are acceptable.

d) Hazardous Materials Training

Documentation demonstrating completion of FEMA AWR-358, Hazardous Materials Awareness, or comparable hazardous materials awareness or operations-level training for personnel proposed to perform field observation activities.

e) SAM.gov Registration

The Offeror must maintain an active registration in the System for Award Management (SAM.gov) and must not be suspended, debarred, or otherwise excluded from participation in federal awards.

The Offeror must provide a copy of its current SAM.gov Entity Registration record demonstrating active registration status and identifying its Unique Entity Identifier (UEI).

NM DHSEM reserves the right to independently verify the Offeror's SAM.gov registration and exclusion status prior to award.

f) GIS Capability

The Offeror must demonstrate the capability to produce the GIS mapping and electronic geospatial deliverables required by the Scope of Work. The proposal must identify the GIS software, formats, and methodology proposed for delivery of reusable GIS data to NM DHSEM.

g) Data Analysis Capability

The Offeror must demonstrate the capability to analyze and integrate direct traffic observations with Tier II, rail, pipeline, crash/incident, and other applicable transportation data as required by the Scope of Work.

h) Acceptance of Scope and Deliverables

The Offeror must affirm its ability to perform all required tasks and provide all deliverables identified in the Scope of Work within the resulting contractual period.

4. Desirable Specification

a) Communication and Project Coordination

The Offeror should demonstrate a clear approach to maintaining consistent and professional communication throughout the project.

The response should describe:

- Proposed communication methods and frequency;
- Coordination with the NM DHSEM Project Manager and SERC;
- Procedures for identifying and escalating project issues;
- Progress reporting;
- Coordination of draft deliverables and review comments; and
- Methods for ensuring project milestones remain on schedule.

b) Stakeholder Engagement

The Offeror should describe its proposed approach to engaging relevant state, tribal, local, regional, transportation, emergency response, and other stakeholders, where appropriate.

Stakeholder participation may include assisting with:

- Identification or validation of traffic observation locations;
- Identification of known hazardous materials transportation patterns;
- Identification of local hazards or areas of concern;
- Identification of sensitive receptors;
- Review and validation of preliminary findings; and

- Development of practical preparedness recommendations.

The Offeror should describe how stakeholder input will be documented and incorporated into the Study while maintaining a consistent statewide methodology.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. 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.**

3. Cost

Offerors must complete and submit the Cost Response Form provided in **APPENDIX D**.

Cost proposals will be evaluated using the cost evaluation formula established in this RFP. The Offeror's total proposed cost, as identified in APPENDIX D, will be used for purposes of calculating cost evaluation points.

In addition to the formula-based scoring, NM DHSEM will evaluate proposed costs for reasonableness in relation to the Scope of Work, proposed level of effort, and required deliverables.

The lowest proposed cost will be used as the basis for calculating cost points but will not, by itself, determine the Offeror selected for award.

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 <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (1000 Total Points)	
B. 1. Organizational Experience	250
a) Experience	100
b) Key Personnel	50
c) Number of Studies	50
d) Successes	25
e) Lessons Learned	25
B. 2. Organizational References	150
B. 3. Mandatory Specification	500
a) Project Plan	100
b) Traffic Survey Plan	100
c) Sample Commodity Flow	150
d) Hazardous Materials Training	Pass/Fail
e) SAM.gov Registration	Pass/Fail
f) GIS Capability	100
g) Data Analysis Capability	50
B. 4. Desirable Specification	100
a) Communication and Project Coordination	50
b) Stakeholder Engagement	50
C. Business Specifications (300 Total Points)	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.6. Cost	300
TOTAL POINTS AVAILABLE	1300

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness, clarity, and relevance of the Offeror's response to this Section. The Evaluation Committee will consider the

relevance and extent of the Offeror's experience, expertise, and knowledge in performing hazardous materials commodity flow studies or similar projects, as well as the education, experience, training, certifications, and/or licenses of proposed key personnel.

Points will also be awarded based on the Offeror's description of previous project successes and lessons learned, including its demonstrated ability to apply lessons learned to improve future performance, methodologies, processes, and project outcomes.

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

Points will be awarded based upon an evaluation of the responses provided on the Organizational Reference Questionnaire (APPENDIX F). Offerors will be evaluated based on references demonstrating a positive service history, successful execution of services, client satisfaction, and experience performing services of similar scope and complexity.

References demonstrating experience with significantly similar services or scopes of work, as well as detailed and relevant comments provided by the reference, may add weight and value to the evaluation.

Each completed reference may receive up to one-third (1/3) of the total points available for this category. References not received by the deadline stated in APPENDIX F will receive zero (0) points. For example, if only two (2) references are received by the deadline, the Offeror will be eligible to receive no more than two-thirds (2/3) of the total available points for this category.

The Evaluation Committee may contact any or all submitted business references to validate information provided. If a reference is contacted, the Procurement Manager and all Evaluation Committee members shall participate together so that all members receive the same information at the same time.

3. B.3 Mandatory Specifications

Only Sections **IV.B.3.d** and **IV.B.3.e**, will be evaluated on a **Pass/Fail** basis and will not receive points.

For Sections **IV.B.3.a,b,c,f and g**, points will be awarded based on the completeness, feasibility, and technical soundness of the Offeror's proposed approach and methodology.

The Evaluation Committee will consider:

- The Offeror’s methodology and application of the principles and practices set forth in *HMCRRP Study 3: Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies*;
- The proposed approach to conducting direct-observation hazardous materials traffic surveys;
- The adequacy of the proposed sampling methodology, observation periods, locations, and coverage of both directions of travel;
- The Offeror’s proposed approach to performing work along the transportation corridors identified in this RFP;
- The methodology for collecting, analyzing, integrating, and interpreting hazardous materials transportation data;
- The proposed approach to completing the tasks and deliverables identified in the Detailed Scope of Work; and
- The feasibility, sequencing, and robustness of the proposed project schedule and timeline.

All remaining requirements under Section IV.B.3 are Pass/Fail. Failure to satisfy a mandatory Pass/Fail requirement may result in the proposal being deemed non-responsive.

4. B.4 Desirable Specifications

Points will be awarded based on the Offeror’s demonstrated commitment and approach to consistent, professional communication and project coordination throughout the resulting contract.

The Evaluation Committee will consider the Offeror’s proposed communication protocols, frequency of project meetings or status updates, coordination with NM DHSEM/SERC, and approach to engaging appropriate local and other stakeholders throughout the Commodity Flow Study.

Additional consideration may be given to approaches that meaningfully incorporate stakeholder input into activities such as identifying or validating traffic observation locations and reviewing preliminary findings.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.6 Cost (See Table 1)

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

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

Each Offeror's Cost

C. EVALUATION PROCESS

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

<Insert Name of RFP>
<Insert RFP#>

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Angel Roybal

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

Subject Line: **New Mexico Multi-Route Commodity Flow Study
RFP#27-79500-27-00001**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

FEDERAL AWARD SUBCONTRACTOR AGREEMENT TEMPLATE

Agreement No.
Federal Award No.

This Subcontract Agreement (“**Subcontract**”) is made and entered into by and between the State of New Mexico, **Department of Homeland Security and Emergency Management**, (“**Agency**”) and **[Subcontractor Legal Name]** (“**Subcontractor**”) (each a “**Party**” and collectively, “**Parties**”). This Subcontract shall be effective as of **[Effective Date]** (“**Effective Date**”), subject to all required approvals.

WITNESSETH

WHEREAS, Agency is the recipient of a Grant **[FEDERAL AWARD NUMBER]** from **[SPONSOR]** for support of a project entitled “**[PROJECT NAME]**” (“**Prime Award**”), which is made a part of this Agreement and attached as Exhibit A; and

WHEREAS, Subcontractor represents that it has the requisite skill, personnel, and resources to perform the work described herein; and

WHEREAS, **[Optional Funding Recital]** The Subcontract is funded, in whole or in part, with Federal funds under the Prime Award; and

WHEREAS, the effort to be performed by Subcontractor under the Prime Award involves an approved collaborative effort between the Parties.

NOW, THEREFORE, in consideration of the foregoing and the covenants, obligations, and promises contained herein, the Parties mutually agree as follows:

1. Period of Performance; Key Personnel; Scope of Work:

1.1. Period of Performance. The period of performance shall start on **[Begin Date]** and end on **[End Date]**, unless it is terminated or extended earlier in accordance with this Subcontract. The Subcontractor is not required to continue work or provide services, and the Agency is not required to compensate the Subcontractor for expenses incurred or commitments made before the start date or after the end date.

1.2. Key Personnel. The following individuals are designated as “**Key Personnel**”:

1.2.1. **[List Key Personnel]**.

1.2.2. Any change in Key Personnel must receive prior written approval from the Agency.

1.2.3. Any substitution or reassignment involving Subcontractor’s Key Personnel should only be made with individuals who have equal abilities and qualifications, and remains subject to prior written approval by the Agency.

1.3. Scope of Work. Subcontractor shall perform the services and provide the deliverables set forth in **Exhibit A** (Statement of Work) (“**Work**”).

1.4. Standards of Performance; Inspection. Subcontractor shall provide all personnel, facilities, equipment, materials, and services needed to complete the Work. Deliverables and services are subject to inspection and acceptance by the Prime Contractor. Materials and

deliverables supplied and services performed are subject to inspection and testing before acceptance, and any deficiencies must be corrected at Subcontractor's expense.

2. Compensation; Invoicing; Records:

2.1. Funding Structure. Check one:

2.1.1. ☐ Cost Reimbursement. Total estimated cost not to exceed [NUMBER IN WORDS] (\$[In Numbers]), as detailed in **Exhibit B** (Budget). Reimbursement for indirect costs shall not exceed the Subcontractor's approved federal indirect cost rate. All costs, direct and indirect, are subject to the allowability criteria under 2 CFR part 200 and the provisions of this Subcontract.

2.1.2. ☐ Firm-Fixed Price. Fixed price of [NUMBER IN WORDS] (\$[In Numbers]) for satisfactory completion of the deliverables in **Exhibit A**.

2.2. Incremental Funding [if applicable]. The funded value at execution is [NUMBER IN WORDS] (\$[In Numbers]). Subcontractor shall not incur costs in excess of the funded value without a written modification.

2.3. Invoicing.

2.3.1. Frequency and Content. Subcontractor shall submit invoices [monthly/quarterly], containing certification of validity, and itemized in alignment with **Exhibit B**. Invoices must list cost elements in the same manner as set forth in the approved budget and include, at a minimum, the subcontract number, unique invoice number, billing period, and cumulative amounts.

2.3.2. Final Invoice. The final invoice, marked "**Final**," must be received no later than forty-five (45) days after the termination date or expiration of this Agreement

2.3.3. Payment Review. All payments are provisional and subject to adjustment based on audit.

2.4. Records; Audit; Retention. Subcontractor shall maintain books and records in sufficient detail and make them available for inspection and review by the Prime Contractor; records shall be retained for three (3) years following final payment. The Contractor shall maintain detailed time and expenditure records and retain them for a period of three (3) years from the date of final payment; records are subject to inspection and audit by the Agency and the State Auditor.

2.5. New Mexico Invoicing Deadlines. All invoices for services must be received by the Agency no later than fifteen (15) days after the termination of the State fiscal year in which the services were delivered, and invoices received after such date will not be paid.

3. Appropriations; Encumbrances:

3.1. State Appropriations. The terms of agreements with New Mexico State Agencies are contingent upon sufficient appropriations and authorization by the Legislature; if not made, termination may occur upon written notice.

- 3.2. Encumbrances. Subcontractor is responsible for not billing in excess of the lesser of the cost ceiling or the presently encumbered amount, and for verifying the encumbered amount with the work order manager.

4. Termination:

- 4.1. For Convenience or Cause by Prime Contractor/Agency. This Agreement may be terminated for convenience or cause by the Agency in accordance with Subsection 4.1.1. Contractor may terminate this Agreement only for the Agency's uncured material breach in accordance with the notice and cure rights specified in Subsection 4.1.2.
- 4.1.1. Agency may, immediately upon written notice to the Contractor, terminate this Agreement:
- 4.1.1.1. if the Contractor becomes unable to perform the services contracted for, as determined by the Agency;
 - 4.1.1.2. if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or
 - 4.1.1.3. if the Agreement is terminated pursuant to Section 5, "Appropriations", of this Agreement.
- 4.1.2. Subcontractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall:
- 4.1.2.1. Identify all the Agency's material breaches of this Agreement upon which the termination is based; and
 - 4.1.2.2. State what the Agency must do to cure such material breaches.
- 4.1.3. Subcontractor'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.
- 4.2. Federal Flow-Down—Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner of effect and basis for settlement.
- 4.3. Effect of Termination. Upon termination, the sole liability is payment for acceptable work performed prior to notice of termination; termination does not waive rights for pre-termination defaults. Subcontractor shall submit a closeout invoice within thirty (30) days of the termination notice.

5. Appropriations:

- 5.1. 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 Subcontractor; Assignment; Subcontracting:

- 6.1. Independent Contractor. Subcontractor and its agents and employees are independent contractors performing professional services and are not employees of the State of New Mexico. 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. Subcontractor has no authority to bind the State unless expressly granted in writing.
- 6.2. Assignment. Subcontractor shall not assign or transfer any interest in the Agreement or any claims for money due without prior written approval.
- 6.3. Lower-Tier Subcontracting/Consultants. Prior written approval from the Agency is required for lower-tier subcontracts and consultants. Subcontractor is prohibited from entering into cost-plus-percentage subcontracts. Approval must be obtained in advance for consultants and lower-tier subcontracts; costs incurred without approval will not be reimbursed.

7. Confidentiality; Deliverables; Intellectual Property:

- 7.1. Confidential Information. Any confidential information provided to or developed by the contractor in the performance of this contract shall be kept confidential and not disclosed without prior written approval.
- 7.2. Deliverables/Property. All materials developed or acquired under the agreement shall become the property of the State of New Mexico and be delivered by the termination date; nothing developed shall be subject to a claim of copyright by the contractor.
- 7.3. Rights in Data and Publications. Results and data developed may be subject to shared use rights and publication consistent with protecting confidential or proprietary information and patent filings, with limited delay for patent protection.

8. Compliance; Ethics; Conflicts; Equal Opportunity:

- 8.1. Governmental Conduct Act/Conflicts. Subcontractor 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.
 - 8.1.1. Subcontractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with all applicable provisions of the

Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978, and related conflict-of-interest provisions, including restrictions on employment, interests, and contributions.

- 8.2. Procurement Code; Penalties. The Procurement Code, §§ 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 8.3. Equal Opportunity. Subcontractor agrees to abide by all federal and state laws, rules, and executive orders pertaining to equal employment opportunity and nondiscrimination under any program or activity performed under the Agreement. If Subcontractor is found not to be in compliance with these requirements during the life of this Agreement, Subcontractor agrees to take appropriate steps to correct these deficiencies.
- 8.4. Workers' Compensation. Subcontractor agrees to comply with the applicable state laws and rules governing 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.

9. Indemnification; Insurance:

- 9.1. Indemnification. Subcontractor 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 Subcontractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Subcontractor resulting in injury or damage to persons or property during the time when the Subcontractor 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 Subcontractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Subcontractor, the Subcontractor 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.
- 9.2. Insurance. Subcontractor shall maintain commercially reasonable insurance, including workers' compensation, general liability, auto, and [professional liability if applicable], with limits not less than:
 - 9.2.1. Statutory Workers' Compensation and Employer's Liability: No less than the amount required by statute in New Mexico, including a waiver of subrogation obtained from the carrier in favor of the Agency.
 - 9.2.2. Commercial General Liability:
 - 9.2.2.1. \$1 Million per each occurrence
 - 9.2.2.2. \$2 Million annual aggregate
 - 9.2.2.3. Coverage includes bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. The Agency, its officers, and employees must be included as

Additional Insureds, with a waiver of subrogation obtained from the carrier in favor of the Agency.

9.2.3. Automobile Liability:

9.2.3.1. \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles.

9.2.4. Professional Liability:

9.2.4.1. \$1 Million per claim occurrence covering damages caused by negligent acts, errors, and omissions arising out of professional services performed by the Subcontractor or any person for whom the Subcontractor is legally liable.

9.2.5. Umbrella/Excess Coverage:

9.2.5.1. \$1 Million per occurrence and in the aggregate, provided in excess of Employer's Liability, Commercial General Liability, and Automobile Liability. Coverage must be on a "following form" basis with no additional exclusions unless specifically reviewed with the Agency.

9.2.6. Cyber Insurance:

9.2.6.1. \$1 Million Each Occurrence

9.2.6.2. \$3 Million Aggregate

9.2.7. These insurance coverages must be maintained throughout the term of the subcontract, including any modifications or extensions.

9.3. New Mexico Employees' Health Coverage.

9.3.1. If Subcontractor 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, Subcontractor 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 the Parties exceed \$250,000 dollars.

9.3.2. Subcontractor 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.

9.3.3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

10. Invoices; Acceptance; Property; Overpayments:

10.1. Invoice Review and Exceptions. If services or deliverables are unacceptable, within thirty (30) days of receipt of invoice, the Agency will send a letter of exception explaining

the deficiency and remediation steps; upon acceptance, payment will be made within thirty (30) days, without late charges or interest.

- 10.2. Property/Equipment. Subcontractor shall not be reimbursed for property or equipment unless agreed in an amendment; any reimbursed property becomes Agency property and must be delivered upon request or termination.
- 10.3. Overpayments. Subcontractor shall reimburse the Agency for amounts paid in error within thirty (30) days of notice; interest accrues at the statutory rate on unpaid amounts after thirty (30) days.

11. Federal Terms for Contracts Utilizing Federal Funds:

- 11.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200). All costs, direct and indirect, must comply with the allowability criteria set forth in these regulations. Subcontractor agrees to adhere to procurement standards prescribed by 2 CFR § 200 for supplies, property, equipment, and services purchased with Federal funds.
- 11.2. Audit Provisions (2 CFR §200). Subcontractor must comply with audit provisions applicable to Federal agency grantees. Subcontractor must complete and return the Subcontractor's Compliance with audit requirements annually.
- 11.3. Drug-Free Workplace Act of 1988 (45 CFR §76, Subpart F). Subcontractor must implement an appropriate policy in accordance with this Act.
- 11.4. Certification Regarding Lobbying (31 USC §1352). Subcontractor must certify compliance with limitations on the use of Federal funds for lobbying activities.
- 11.5. Debarment and Suspension: Subcontractor certifies that it and its principals are not debarred, suspended, or declared ineligible for Federal transactions, and have not been convicted or charged with offenses such as fraud, bribery, or embezzlement within the past three years in SAM in accordance with 2 CFR §180 and 2 CFR § 200.214.
- 11.6. Certification of Non-Delinquency on Federal Debt. Subcontractor certifies that it is not delinquent on repayment of any federal debt.
- 11.7. Byrd Anti-Lobbying. Subcontractor certifies no Federal funds were used to influence any Federal official in connection with obtaining a Federal Award. Subcontractor certifies it has disclosed any lobbying activities with non-Federal funds.
- 11.8. Recovered Materials. Subcontractor certifies it has and will comply with Section 6002 of the Solid Waste Disposal Act, including procuring EPA-designated items with the highest practicable recovered material content when purchases exceed \$10,000, procuring solid waste management services that maximize energy and resource recovery, and establishing an affirmative procurement program for recovered materials.
- 11.9. Prohibition on Certain Telecommunications. Subcontractor certifies it shall not procure or obtain covered telecommunications equipment or services, or enter into contracts that use such covered equipment or services in violation of Public Law 115 232, Section 889, and 2 CFR § 200.471.

- 11.10. Domestic Preferences. Subcontractor certifies, to the greatest extent practicable, that it will prioritize the purchase, acquisition, or use of goods, products, or materials produced in the United States. This requirement will be included in all subcontractor and sub purchase orders.
- 11.11. Environmental Acts. Subcontractor certifies, for contracts > \$150,000, it will comply with the Clean Air Act (42 U.S.C. §§ 7401–7671q) and Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387) and report violations to the Agency and EPA.
- 11.12. Clean Air Act and Federal Water Pollution Control Act. For contracts > \$100,000 involving mechanics or laborers, Subcontractor agrees to comply with 40 U.S.C. §§ 3701-3708.
- 11.13. Davis-Bacon/Copeland. For construction contracts > \$2,000, Subcontractor agrees to comply with Davis-Bacon Act wage requirements and Copeland Anti-Kickback Act prohibitions on improper wage deductions.
- 11.14. Rights to Inventions. If Subcontractor's work involves research, development, or experimental work, Subcontractor agrees to comply with the Bayh-Dole Act and 37 CFR Part 401.
- 11.15. Small/Minority/Women/Labor Surplus. Subcontractor agrees to take affirmative steps to ensure small, minority-owned, women-owned, and labor surplus area firms are used when possible, as required by 2 CFR § 200.321.
- 11.16. Recordkeeping and Access. Subcontractor shall maintain all records for at least three (3) years after final payment and provide access to the Agency, Federal awarding agency, Inspectors General, and Comptroller General upon request, as required by 2 CFR §§ 200.334-200.337.
- 11.17. Federal Award Terms. Subcontractor agrees to comply with all applicable terms and conditions of the Federal award funding this Agreement, including program-specific requirements, reporting obligations, and flow-down provisions.

12. Deliverables; Reporting:

- 12.1. Progress Reports. Subcontractor shall provide [monthly/quarterly] progress reports in accordance with Exhibit A. Reports shall note progress toward objectives and any deviations from schedules, methods, and tasks.
- 12.2. Equipment. No permanent equipment is budgeted and will not be reimbursed without prior written approval.

13. Notices.

- 13.1. All notices shall be in writing and delivered by personal delivery, certified mail (return receipt), or recognized overnight courier to the contacts below, effective upon documented receipt.

13.1.1. To Agency:

13.1.1.1. [Name, Title, Address, Email]

13.1.2. To Subcontractor:

13.1.2.1. [Name, Title, Address, Email]

13.2. Notices shall be effective upon documented signed receipt.

14. General Provisions:

14.1. Applicable Law; Venue. The laws of the State of New Mexico shall govern, and venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G).

14.2. Entire Agreement; Amendment. This Agreement incorporates all understandings and agreements between the Parties and may be amended only by a written instrument executed by the Parties' required signatories.

14.3. Severability. If any term is held invalid or unenforceable, the remainder shall not be affected and shall be valid and enforceable.

14.4. Enforcement; Waiver. 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.

14.5. Authority. If Contractor is other than a natural person, the signatory represents and warrants authority to bind the Contractor without further action.

14.6. Order of Precedence. In the event of conflict, the following order of precedence applies: (a) Prime Award terms incorporated by reference and corresponding Federal Terms; (b) this Subcontract main body; (c) Exhibit A (SOW); (d) Exhibit B (Budget); (e) other exhibits. An order of precedence clause shall apply to resolve inconsistencies among parts and attachments of the Agreement.

15. Tax Compliance:

15.1. Gross Receipts Tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor.

16. Flow-Down; Privity:

16.1. Flow-Down. Subcontractor shall flow down all applicable Federal award terms and conditions, and State-specific terms, to lower-tier subcontracts and procurements.

16.2. Privity. No contractual relationship exists between Subcontractor and the Federal Government by reason of this Subcontract; communications must be directed to the Agency.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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: _____
[Name, Title]
State Agency

By: _____ Date: _____
[Name]
State Agency Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
[Name]
State Agency OSE Chief Financial Officer

By: _____ Date: _____
[Name & Title]
[Subcontractor]

The records of the Taxation and Revenue Department show 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: _____
[Name]
Taxation and Revenue Department

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

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

Exhibit A:
Statement of Work, Deliverables, and Reporting Schedule

Subcontractor will use Hazardous Materials Emergency Preparedness Grant (HMEP) funds to perform all tasks listed in the Deliverables-Project Milestone Table below. HMEP funds will be requested in accordance with the completion of each of the Deliverables listed as Project Milestones in the table below. All HMEP funds shall be obligated and expended by Subcontractor in accordance with this Agreement. The term to perform to work is XXXX – June 30, 2027, unless extended by DHSEM. Monthly reports shall be provided to the Agency showing costs incurred to the \$XXX.00 funding.

A. Scope of Work

DETAILED SCOPE OF WORK

The State of New Mexico seeks a qualified contractor to conduct a Hazardous Materials Commodity Flow Study (HMCFS) to understand what hazardous materials are being transported across the state, where they are traveling, how often they move, and what risks they may pose to communities.

The Study will give emergency responders, local officials, and planners better information to prepare for transportation-related hazardous materials incidents.

1. Objectives

This Study will:

- Identify hazardous materials transported on major roads, railways, and pipelines
- Estimate how much of these materials move through the state and how frequently
- Produce maps that show transportation routes and areas with higher levels of risk
- Identify sensitive locations located near transport routes (schools, hospitals, neighborhoods, etc.)
- Recommend improvements for emergency response and planning

The Study will be built on direct observation traffic surveys, supported by Tier II facility, rail, and pipeline data.

2. Study Area

The Study will include major statewide hazardous material movement corridors, including at a minimum:

- I-25 and I-40 interchange (Albuquerque Metro Area)

- US-550 north to the Colorado border
- I-10 west to the Arizona border
- US-54 / US-70 corridor in Otero County
- US-285 and US-62/180 corridor in southeast NM
- Additional corridors determined through stakeholder input and facility-based analysis if feasible with available time and resources.

3. Project Tasks

Task 1 — Project Startup

- Conduct kickoff meeting with NM DHSEM and the State Emergency Response Commission (SERC)
- Establish a core working group, and begin coordination with external stakeholders
- Finalize traffic survey locations and logistics
- Finalize project timeline

Task 2 — Data Review and Collection

The contractor will gather and incorporate:

- Tier II hazardous chemical inventory data provided by NM DHSEM
- Rail hazardous materials flow data, obtained through cooperative requests
- Pipeline operator commodity data, obtained through public or agency-accessible resources
- Crash and incident history

Task 3 — Traffic Surveys

This will be the **backbone** of the Study.

Contractor responsibilities include:

- Conduct direct observation of hazardous materials signage (placards) on commercial vehicles
- Observe **both travel directions**
- Observe **multiple times of day** and different days of the week
- Collect a **sufficient sample size** to confidently estimate annual flow
- Record:
 - UN ID number / hazard class
 - Transport container type
 - Direction of travel

- Timestamps (duration and intensity of flow)

Observation and data collection methods should follow the *HMCRP Study 3: Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies* wherever applicable.

Task 4 — Analysis

The contractor will:

- Combine observed data with Tier II, rail, and pipeline information
- Identify which hazardous materials are most common and which pose the greatest risk
- Estimate general flow volume and frequency by corridor
- Identify locations with heavier hazardous materials traffic or greater crash risk

Analysis methods should follow the *HMCRP Study 3: Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies* wherever applicable.

Task 5 — Mapping

Contractor will produce digital maps (GIS format) that show:

- Transportation routes for priority hazardous materials
- Sensitive receptors nearby
- Higher risk “hot spots”
- Isolation Protective Zones (IPZs), based on Emergency Response Guidebook distances

Maps must be provided in formats that can be reused by NM DHSEM.

Task 6 — Findings and Recommendations

Contractor will:

- Provide a comprehensive list of hazardous materials transported through New Mexico
- Identify by what mode the hazardous materials are transported
- Identify which hazardous materials are transported most frequently at the areas specified in section 3, as well as by rail
- Provide preparedness recommendations based on the data collected, focused on informing what actions should be taken by tribal, local, and state authorities to best respond to hazardous material transportation incidents that are estimated to be most likely and or have the most impact.

Task 7 — Final Report and Presentation

A completed Study Report will include:

- Overview of methods
- Tables and charts summarizing hazardous materials movement by corridor
- Full map package
- Recommended follow-on actions
- Data limitations and assumptions (plain language)

Contractor will provide one virtual presentation to the NM DHSEM/SERC summarizing results.

4. Expected Outcomes

The Study will result in:

- d) A clear picture of hazardous materials movement across New Mexico
- e) Decision-ready tools for emergency responders and local planners
- f) Stronger statewide preparedness for hazmat transportation incidents

5. Deliverables

Deliverable	Description of Deliverable
f) Project Milestone 1	3. Project Management Plan-Within 30 days of project start 4. Completion date for Project Milestone 1:XXXX
g) Project Milestone 2	5. Sampling Plan (observation locations/duration)-Prior field collections 6. Completion date for Project Milestone 2:XXXX
h) Project Milestone 3	7. Draft GIS maps and draft analysis results-Prior to report drafting 8. Completion date for Project Milestone 3:XXXX
i) Project Milestone 4	9. Draft final report- For the DHSEM/SERC review prior to presentation 10. Completion date for Project Milestone 4:XXXX
j) Project Milestone 5	3. Final Report and Presentation with all revisions incorporated 4. Completion date for Project Milestone 5:XXXX

8. Significant Changes to Scope of Work

The Subcontractor is required to notify and seek written approval of the Agency in advance of any proposed material changes to the scope of work under this Agreement (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the Agency to re-evaluate the work's eligibility under the Prime Award.

i.

Exhibit B:
Budget and Rate Schedule; Indirect Cost Rate documentation [as applicable]

Date: 2026-04-07

Prime Recipient: [Prime Recipient Legal Name]

Subcontractor: [Subcontractor Legal Name]

Prime Award No.: [Federal Award Number]

Subcontract No.: [Subcontract Number]

Project Title: [Project Title]

Period of Performance: [Start Date] through [End Date]

1. Purpose and Applicability:

This Budget and Rate Schedule outlines approved cost categories, rates, quantities, ceilings, and indirect costs for the Subcontractor under the federal award subcontract. Billed costs must be allowable, allocable, reasonable, and comply with the subcontract, federal award terms, and regulations, including the Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards, and agency-specific terms.

2. Definitions:

- A. Allowable Costs: Expenses that are permitted under the subcontract and adhere to relevant federal cost principles.
- B. Indirect Costs: Expenses for shared or joint activities that cannot be easily and specifically linked to a specific final cost goal.
- C. Rate: A price or percentage applied to a specified base to calculate billable amounts.
- D. Ceiling: A maximum funding limit for a specific cost category or the total subcontract value.

3. Summary Budget by Cost Category and Ceiling:

The table lists approved cost categories, rates, estimated quantities, extensions, and category ceilings. The Subcontractor must not exceed any ceiling without prior written approval from the Prime Recipient.

Item	Cost Per Unit	NTE
Project initiation, project management, stakeholder coordination, and data review		\$_____
Traffic Survey – I-25/I-40 Interchange, Albuquerque Metro Area		\$_____
Traffic Survey – US-550 north to Colorado border		\$_____
Traffic Survey – I-10 west to Arizona border		\$_____
Traffic Survey – US-54/US-70 Corridor, Otero County		\$_____
Traffic Survey – US-285 and US-62/180 Corridor, Southeast New Mexico		\$_____
Data integration and analysis – roadway, rail, Tier II facility, pipeline, crash, and incident data		\$_____

patient care charges, rental costs, tuition remission, scholarships/fellowships, participant support costs, and the portion of each subaward/subcontract in excess of \$25,000. - If Total Direct Cost or other: Define inclusions/exclusions here: [insert definition]. - Effective Period: [Start Date]–[End Date]. - Indirect Cost Ceiling (if any): [% or \$]. - Any indirect costs billed must be calculated strictly in accordance with the approved base definitions above.

- B. **Provisional Rates and Adjustment** - If provisional rates apply, the Subcontractor shall invoice using the provisional rates identified in Section 5.1 and submit an annual incurred cost submission or final rate proposal within [] months after fiscal year end. - Upon establishment of final rates, the parties shall reconcile indirect costs, and the Subcontractor shall issue credits or supplemental invoices, as applicable, subject to the subcontract funding ceiling.
- C. **De Minimis Rate Option** - If the Subcontractor does not have a current negotiated indirect cost rate agreement (NICRA) or approved rate and elects to use the de minimis rate, a 15% rate may be applied to the MTDC base as defined above for the life of the award, unless otherwise modified by mutual written agreement.

6. Indirect Cost Rate Documentation.

- A. **Required Documentation** - The Subcontractor shall provide, prior to initial billing and upon any update: - A current NICRA or other federal cognizant agency approval letter for indirect rates; or - A board-approved internal rate policy with supporting computations if seeking provisional approval; or - A written election of the de minimis 15% MTDC rate; and - The Subcontractor's indirect rate calculation methodology, base definitions, and cost allocation plan summary. - Documentation shall include effective dates, rate types (provisional, final, fixed), and any applicable ceilings or limitations.
- B. **Updates and Notice** - The Subcontractor shall notify the Prime Recipient in writing within [10] business days of any change to approved indirect rates or bases and provide updated supporting documentation. No rate change is effective for billing until acknowledged in writing by the Prime Recipient via an amended Schedule.
- C. **Audit and Access** - Indirect cost records are subject to audit. The Subcontractor shall retain supporting documentation for not less than [three (3)] years from final payment or longer if required by the subcontract and shall provide access upon reasonable notice.

7. Invoicing Requirements.

- A. **Invoices shall:**
 - a. Reference this Schedule and the Subcontract Number.
 - b. Itemize costs by the categories in Section 3, with current-period and cumulative amounts, applicable rates, bases, and calculations.
 - c. Show indirect cost calculations by rate and base, and identify any cost exclusions from the base.
 - d. Include required supporting documentation (e.g., timekeeping records, travel receipts, subcontractor invoices, and rate approval documents).
 - e. The Subcontractor shall not invoice beyond category ceilings or the total subcontract ceiling without prior written authorization.

8. Budget Flexibility and Revisions.

- A. Line-item flexibility of up to [10%] of the total category amount is permitted between Section 3 categories, provided that:
 - A. The total subcontract ceiling is not exceeded;
 - B. No movement into restricted categories (e.g., participant support, equipment) occurs without prior written approval;
 - C. Any movements triggering prior approval under federal terms are pre-approved in writing.
 - D. Material changes to rates, bases, quantities, or ceilings require a formal modification to this Schedule.

9. Cost Allowability and Compliance.

All costs billed must align with the subcontract terms, relevant federal regulations and cost principles, and the Subcontractor's disclosed practices. Unallowable costs should not be billed. If any unallowable costs are mistakenly billed and paid, the Subcontractor shall promptly issue a credit.

10. Contacts for Budget and Rate Administration.

- A. Prime Recipient Administrative Contact: [Name, Title, Email, Phone]
- B. Subcontractor Administrative Contact: [Name, Title, Email, Phone]
- C. Billing/Invoicing Email: [Address or Portal]

Exhibit C:
Federal Award Terms and Conditions

In accordance with the Code of Federal Regulations (CFR), 2 C.F.R. Part 200.332 requires that the following information be provided:

Federal Awarding Office	
Grant Program	
Assistance Listing Number	
Federal Award Date	
Award End Date	
Indirect Cost Rate	
Research and Development Award?	
Federal Statutory Authority	
Total Amount in Federal Award	

APPENDIX D

COST RESPONSE FORM

The Offeror must provide a comprehensive cost proposal that reflects all costs necessary to complete the Scope of Work and required deliverables identified in this RFP.

The Offeror must provide a cost for each applicable line item below. Costs must include all labor, administrative expenses, equipment, supplies, software, data acquisition, overhead, profit, and other expenses necessary to perform the work, except reimbursable travel costs as specifically identified below.

The **Total Evaluated Cost** will be used for purposes of the cost evaluation formula identified in Section IV.C.3 of this RFP.

Item	Unit/Quantity	Proposed Cost
Project initiation, project management, stakeholder coordination, and data review	Lump Sum	\$_____
Traffic Survey – I-25/I-40 Interchange, Albuquerque Metro Area	Lump Sum	\$_____
Traffic Survey – US-550 north to Colorado border	Lump Sum	\$_____
Traffic Survey – I-10 west to Arizona border	Lump Sum	\$_____
Traffic Survey – US-54/US-70 Corridor, Otero County	Lump Sum	\$_____
Traffic Survey – US-285 and US-62/180 Corridor, Southeast New Mexico	Lump Sum	\$_____
Data integration and analysis – roadway, rail, Tier II facility, pipeline, crash, and incident data	Lump Sum	\$_____
GIS analysis and mapping deliverables	Lump Sum	\$_____
Findings and preparedness recommendations	Lump Sum	\$_____
Draft and Final Report	Lump Sum	\$_____
Final Presentation to NM DHSEM/SERC	Lump Sum	\$_____
Estimated Reimbursable Travel*	Not-to-Exceed	\$_____
TOTAL EVALUATED COST		\$_____

Traffic Survey Pricing

Traffic survey pricing must include all personnel, equipment, field data collection, data entry, quality assurance/quality control, and other costs necessary to conduct the traffic surveys in accordance with the Scope of Work and the Offeror's proposed methodology.

The Offeror's proposed costs must be based upon the traffic survey methodology and level of effort described in its Technical Proposal.

Travel

Travel necessary to perform the Scope of Work must be identified separately from professional service costs.

Reimbursable travel expenses under the resulting contract shall not exceed the applicable rates authorized by the State of New Mexico and shall be reimbursed only for actual, allowable, and documented travel expenses incurred in performance of the contract.

The Offeror shall identify its estimated travel costs for purposes of establishing the Total Evaluated Cost. Inclusion of estimated travel costs in the Cost Response Form does not guarantee reimbursement of the full estimated amount.

No markup, administrative fee, overhead, or profit may be applied to reimbursable travel expenses.

Cost Certification

By submitting this Cost Response Form, the Offeror certifies that the proposed costs are sufficient to perform the Scope of Work and provide all required deliverables, except for changes specifically authorized by NM DHSEM in accordance with the resulting contract.

Offeror Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

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

RFP#:27-79500-27-00001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

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

____ No.

____ Yes. Identify subcontractor/s: _____

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

____ No.

____ Yes. Identify entity/-ies: _____

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

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

Sign: _____

Date: _____

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Angel Roybal at angel.roybal@dhsem.nm.gov by 09/18/2026 by 5:00PMMST 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.

Appendix F-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: Angel Roybal
Email: angel.roybal@dhsem.nm.gov

Forms must be submitted no later than **October 12, 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 history, successful execution of services, and evidence of customer/client satisfaction.

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

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

QUESTIONS:

1. How would you describe [Offeror name]'s knowledge and expertise?
 2. How satisfied are you with the materials/documentation produced by [Offeror name]?
 3. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
 4. 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. Include what you were most satisfied with, if applicable.
 5. 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.
 6. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
 7. Is there any other information you wish to share regarding [Offeror name]?
- 1.