

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

**REQUEST FOR PROPOSAL (RFP)
Comprehensive Disaster or Emergency Response and
Recovery Services and Disaster Case Management**



RFP# 23-795-0000-0003

RFP Release Date: December 2, 2022

Questions Due Date: December 9, 2022

Proposal Due Date: December 19, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

B. BACKGROUND INFORMATION

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

C. SCOPE OF PROCUREMENT

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

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

A comprehensive Scope of Work is available in Section IV. A Detailed Scope of Work. The TERM of the resulting contract and price agreement will be three (3) years with two (2) one (1) year renewals for a total TERM not to exceed five (5) years. The resulting contract will be a single award. The anticipated initial and immediate mobilization is estimated to be approximately 10 FTEs.

This procurement will result in a Statewide Price Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions, and local bodies allowed by law.

D. PROCUREMENT MANAGER

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

Name: Kusum Adhikari, Procurement Manager
Telephone: (505) 699-5341
Email: Kusum.Adhikari@DFA.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.7.** 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

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN TUESDAY, DECEMBER 19, 2022 by 4:00PM MST, whichever is in effect on the date set forth in Section II.A (“Sequence of Events”). Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be emailed to the Procurement Manager at the email address listed in Section D above. Proposals must include in the subject line “Comprehensive Disaster or Emergency Response and Recovery Services and Disaster Case Management RFP# 23-795-0000-0003”. Proposals submitted by facsimile, or any other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 is defined above.

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. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. “**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.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the eProNM system, in such cases where eProNM submissions are accepted.
12. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original

and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT 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.
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 an indefinite quantity contract for one or more similar services, items of tangible personal property 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 to enter into or administer contracts and make written determinations with respect thereto.

25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
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 NMSA 1978, Sections 57-3A-1 to 57-3A-7, 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 a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
32. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. **“State (the State)”** means the State of New Mexico.
35. **“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.

36. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
37. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. “**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.
39. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc. [Active Procurement Opportunities | NM Department of Homeland Security & Emergency \(nmdhsem.org\)](http://nmdhsem.org)

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	DHSEM	December 2, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	December 8, 2022 at 12PM MST
3. Deadline to submit Written Questions	Potential Offerors	December 9, 2022 before Close of Business (5:00pm)
4. Response to Written Questions	Procurement Manager	December 14, 2022 by 5:00pm MST
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	December 19, 2022 by 4:00pm MST
6.* Proposal Evaluation	Evaluation Committee	December 21, 2022
7.* Contract Awards	Agency/ Finalist Offerors	January 9, 2023
8.* Protest Deadline	DHSEM	January 16, 2023

*Dates indicated in Events 6 through 8 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 Department of Homeland Security and Emergency Management on the date indicated in Section II.A, Sequence of Events. In the interest of making it easier for Offerors to prepare responses, Offerors can download the RFP in an electronic format by accessing the Department of Homeland Security website at:

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

2. Acknowledgement of Receipt Form

Potential Offerors must email the Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX C, to have their organization placed on the procurement distribution list. The form should be signed by an authorized

representative of the organization, dated and returned to the Procurement Manager by the time and date set forth 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 shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. **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 12:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **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).

An electronic version of the Questions and Answers will be posted to: [Active Procurement Opportunities | NM Department of Homeland Security & Emergency \(nmdhsem.org\)](http://www.nmdhsem.org)

5. **Submission of Proposal**

At this time, 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 4:00 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.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, 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.

6. 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.

7. Finalize Contractual Agreements

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.

8. Contract Award

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

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, Section 13-1-172, and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172, 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 delivered to:

Kusum Adhikari, Procurement Manager
Department of Homeland Security and
Emergency Management
PO Box 27111
Santa Fe, NM 87502

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is allowed and expected to deliver the highest level of expertise, technical assistance, local experience, etc. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals 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, NMSA 1978, Sections 57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, 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) 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. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. 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, NMSA 1978, Section 13-1-28 through 13-1-199, 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 unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

26. Electronic mail address required

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.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

or

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tap=PHX>

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.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a

covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

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

The Letter of Transmittal MUST:

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

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

32. New Mexico Preferences

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted via email ONLY:

The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 10mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 10mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

1. Technical Proposals

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 Proposals **SHALL NOT** contain any cost information.

Confidential Information: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- A. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
- B. One (1) **redacted** (def. Section I.F.27) 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;

2. Cost Proposals

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*

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror's Additional Terms and Conditions (from Section II.C.16)
- F. Response to Specifications (except Cost information which shall be included **ONLY** in Cost Proposal/Binder 2)
 1. Organizational Experience
 2. Organizational References
 3. Technical Proposal
 4. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)

Cost Proposal:

Completed Cost Response Form (APPENDIX D)

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

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

New Mexico is seeking an Offeror to provide qualified staff, systems, and other resources to assist in comprehensive disaster or emergency related services. Scope and specific Federal program support services may include, but are not limited to, the following:

1. Preparedness

- G. Activities requested by DHSEM to prepare for future incidents including planning, exercises, and federal preparedness grant identification and application development, etc.;
- H. FEMA Emergency Management Performance Grants (EMPG);
- I. Resilient Community Planning Program Support;
- J. Long-Term Recovery Operations Implementation Planning/Regional Task Forces Economic Development Councils (EDCs); and
- K. US Department of Agriculture Rural Preparedness Grants Expertise.

2. Response

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

3. Recovery

- A. Activities requested by DHSEM in support of all recovery operations including federal disaster recovery program grant and loan identification, reimbursement, financial review and reconciliation, closeout, and overall management including but not limited to the following:
- B. Hermit's Peak / Calf Canyon Fire Assistance Act (HPCCFAA) and Claims Office;
- C. FEMA Public Assistance (PA);
- D. FEMA Individual Assistance (IA);
- E. United States (US) Department of Agriculture (USDA);

- F. United States (US) Department of Housing and Urban Development (HUD) including Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT);
- G. Coronavirus (CV) including the Treasury Department Coronavirus Relief Funding (CRF) and Fiscal Recovery Funding (FRF);
- H. Emergency Solutions Grant (ESG);
- I. Disaster Case Management (DCM) and DCM systems/dashboarding (details below);
- J. FEMA Community Disaster Loan (CDL); and
- K. Any supplemental and/or future recovery programs.

4. Mitigation

- A. Activities requested by DHSEM in support of resilience and mitigation projects and programs including planning, application review and development, grant management, reporting, benefit cost analyses (BCA), etc. for resilience funding programs including but limited to the following:
- B. Building Resilient Infrastructure and Communities (BRIC);
- C. Hermit’s Peak / Calf Canyon Fire Assistance Act (HPCCFAA) and Claims Office;
- D. FEMA 404 Hazard Mitigation Grant Program (HMGP);
- E. United States (US) Department of Housing and Urban Development (HUD) including Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT);
- F. Federal Highway Emergency Relief Program (FHWA-ER);
- G. Federal Transit Administration Emergency Relief Program (FTA-ER); and
- H. Any supplemental and future mitigation programs.

5. Other Federal Funding Programs

- A. Bipartisan Infrastructure Law (BIL) / Infrastructure and Jobs Act (IIJA);
- B. Inflation Reduction Act (IRA);
- C. Any supplemental and future federal funding programs.

6. Disaster Case Management (DCM)

The Offeror will provide a complete and comprehensive “turn-key” Disaster Case Management solution including all staff, system of record, program management, dashboarding, etc. as requested and required by DHSEM. The Offeror will develop a partnership between a case manager and disaster survivor to assess and address a survivor’s verified disaster-caused reimbursements, unmet needs, and facilitate their needs through a disaster recovery plan. The disaster recovery plan includes resources, decision-making priorities, providing guidance and tools to assist disaster survivors.

DCM is a time-limited partnership between a case manager and a disaster survivor to

develop and carry out a Disaster Recovery Plan. This partnership provides the client with a single person to facilitate access to a broad range of resources. The process involves assessing the client's needs caused by and related to the disaster, developing a goal-oriented plan outlining the steps necessary for recovery, organizing, and coordinating resources that match the client's needs, monitoring progress, and – when necessary – advocating on behalf of the client.

This DCM support opportunity is currently open to individuals in five counties (Colfax, Lincoln, Mora, San Miguel, and Valencia) declared for Individual Assistance by FEMA as well as those impacted by the HPCC fire making claims through HPCC FAA Claims Office (including Taos County and Tribal Governments). New Mexico anticipates servicing at least 4,358 individuals and/or households through the course of this initiative but this number is expected to rise.

Offerors may provide the following DCM scope of work as requested and required by DHSEM. This scope may change, perhaps significantly thought out the duration of project operations in order to meet the dynamic needs of the individuals as well as state and local governments.

7. Local Stakeholder Outreach and Communication

During the Grant funding period, Offeror will coordinate local outreach activities in each county of the service delivery area identified in its Service Order Request and Grant Agreement. Offeror's outreach efforts will include contact and communication with the following entities/organizations:

- A. Local Disaster Recovery Centers;
- B. Offices of Emergency Management;
- C. VOAD;
- D. LTRGs or LTRCs;
 1. Offeror will coordinate additional local outreach efforts conducted through faith-based organizations, emergency homeless shelters, and other entities that represent individuals in need.
 2. Offeror will coordinate communication with stakeholders, governments, and disaster relief systems at the local level of each community. Offeror's communication is key to efficient and effective utilization of case management resources. Coordinated communication plans will be created by the Offeror based on the counties assigned under President's Emergency Declaration for DR-4652.
 3. Communication plans will address:
 - a. Goals;
 - b. Roles of individual partners and service providers in the community;
 - c. Media strategies for outreach, to promote the launch of the DCMP in the community, and to provide contact information for the Successful Respondents selected to provide DCM services and their sub awardees.

- d. Management of expectations between the general public, stakeholders, representatives, county judges, and other leadership in declared counties;
 - e. Proposed schedules for partner communication; and
 - f. A process for evaluating and improving communication plans when needed.
4. Offeror's coordinated communication strategies (including telephone/conference calls, periodically and regularly scheduled meetings, and conferences/publics forums) will:
 - a. Provide timely and accurate information to all partners for dissemination to the public;
 - b. Effectively manage the expectations of the public and elected officials; and
 - c. Provide a forum for partners to discuss issues and ideas.
 5. Offeror will coordinate with a network of key nonprofit service providers that focus on housing, food, and utility needs.

8. Working with Local Governments

- A. Offeror will work collaboratively and respectfully with local governments (such as county judges, mayors, and long-term recovery groups) in the development of media strategies, identification of resources, and dissemination of information to the public. Offeror's collaboration with local governments in post-disaster circumstances will demonstrate a responsive approach to addressing particular needs affecting local governments.
- B. Offeror's methods to ensure cohesive collaboration with local governments may include, but are not limited to:
 1. Hosting town hall meetings;
 2. Exchanging strategy reports; and
 3. Sharing data reports collected through the data management system.

9. Identification

- A. After a Notice to Proceed (NTP) is issued disaster case managers will work with State and/or local VOADs and/or LTRGs, to identify vulnerable and special needs populations who have unmet needs as a result of a Presidentially Declared Disaster.
- B. Populations served will include individuals with disabilities, children, seniors, individuals with limited English proficiency, and individuals and families with unmet disaster-caused needs.
- C. Affirmative contact with potential Clients in the disaster-affected coverage area will be initiated within thirty (30) calendar days of the specified timeframes set forth by DHSEM
- D. Upon initiating contact with any household, an assessment will be conducted and completed by the Offeror

- E. During the assessment, Offeror is responsible for assessing if individuals need interpreter services and obtaining these services within 48 hours to not delay the provision of services to a household requiring DCM services.

10. Intake

- A. Following the identification of individuals and families through outreach, self-identification, and referrals, Offeror's staff will conduct an intake process over the phone or in person where prospective Clients are located. Offeror's staff will collect information from the disaster-affected individuals to determine DCMP eligibility and prospective Clients' needs, as defined in this section.
- B. Offeror's staff will conduct in-home meetings in pairs or teams for safety at mutually accessible locations, in accordance with Client and worker safety and Client confidentiality. This applies to in-home intake meetings or case management meetings.
- C. Offeror's staff will complete an Intake Form with prospective Clients and complete the processes outlined below.
- D. Intake will occur within 30 working days after initial contact, or date of referral, assignment or transfer of a prospective Client.
- E. Processes to be completed by the Offeror during intake include the following:
 - 1. Eligibility Determination: Offeror's emergency services' staff will collect the following information from the prospective Clients to make eligibility determinations:
 - a. Pre- and post-disaster contact information;
 - b. Demographic information;
 - c. Number of impacted individuals in the household;
 - d. Whether the individual/household rented or owned their pre-disaster residence; and
 - e. Copies of documents needed to establish DCMP eligibility (e.g. picture identification card, copy of utility bills, etc.)
 - 2. After eligibility is established, Offeror's disaster case managers will request the following additional information from prospective Clients:
 - a. Immediate and/or unmet needs, such as medical attention required, housing, employment, childcare, etc.;
 - b. Documentation of any support or aid already received; and
 - c. Information about personal resources that can be applied to losses or needs.
 - 3. Risk Inventory: A risk inventory will be conducted to identify factors that may further complicate a prospective Client's recovery, including but not limited to:

- a. Residing in a shelter or temporary housing;
 - b. Income at or below the FPL;
 - c. One or more household members over the age of 55;
 - d. One or more household members having a disability;
 - e. Communicates in a primary language other than English;
 - f. One or more household members having medical needs;
 - g. One or more household members having mental health needs;
 - h. One or more household members under the age of 12;
 - i. Head of household is a single woman or man with dependent children; and
 - j. Geographic location and nature of residence (rural vs. urban) limiting accessibility and mobility.
4. Needs Assessment: Offeror will identify any special needs of prospective Clients that may require referrals for services, which may include any of the following:
- a. Entitlement benefits;
 - b. Housing;
 - c. Functional needs;
 - d. Employment;
 - e. Financial situation;
 - f. Children;
 - g. Pet related issues;
 - h. Legal services;
 - i. Family and personal safety; and
 - j. Cultural issues.

Offeror will ensure that its needs assessment process will promptly provide referrals and services that are determined necessary to coordinate specialized arrangements for Clients with special needs.

- F. Reported Damage to Primary Residence: The degree, or severity, of damage to the prospective Client's primary residence helps determine what type of services and support will be needed. The degree of damage to the prospective Client's primary residence will be identified from the following categories:
- a. Affected: Residence with minimal damage to exterior and/or contents of home;
 - b. Minor: Wide range of damage that does not affect the structural integrity of the residence;
 - c. Major: Sustained significant structural damage and requires extensive repairs; or
 - d. Destroyed: The residence is a total loss or damage is too much to be repaired.

11. Intake Determination and Triage

- A.** Using the information obtained in the screening assessment and during intake, Offeror will determine if the individual/household is eligible for the DCMP. Offeror will ensure all prospective Clients meet the DCMP eligibility criteria and are not receiving DCM services from any other organization before DCMP intake. Offeror will document all intake determinations.
- B.** Offeror will then conduct a triage of Clients to assign a priority level to every case. Offeror will follow the triage process outlined in this section to prioritize cases into one of the four (4) tiers, as required by the resulting Grant Agreement. Offeror's disaster case manager will utilize the triage process to determine their approach to managing their caseload. Offeror will ensure cases with the highest priority level will receive the greatest amount of the disaster case manager's working time. Indicators of the triage priority level needed will be based on the risk inventory conducted at intake.
- C.** Offeror's triage process will emphasize ongoing communication between the Client and the Offeror's disaster case manager and will involve regular assessment, particularly as the Client transitions from immediate case management to long-term case management.
- D.** Offeror will establish the following priority levels, or tiers, during the triage process:
 - 1. Tier 1: No emergent disaster-related unmet needs identified; no items identified on risk inventory; minimal disaster-related housing issues; employed and stable; minimal quarterly monitoring and updating.
 - 2. Tier 2: No emergent disaster-related unmet needs identified; 1-3 items identified on risk inventory; minimal disaster-related housing issues; needs motivation and could work but delayed employment while receiving FEMA assistance; monthly contact.
 - 3. Tier 3: 0-2 emergent disaster-related unmet needs identified; 1-3 items identified on risk inventory; medium disaster-related housing issues, needs skills, has little or no work experience, limited ability to address disaster-caused needs due to vulnerability such as elderly, individuals with disabilities, children, those with literacy challenges, or those with limited English proficiencies; bi-weekly or weekly contact.
 - 4. Tier 4: 2 or more emergent disaster-related unmet needs identified; 3 or more items identified on risk inventory; severe disaster-related housing issues; lacks capacity and is highly dependent on public assistance and social services and/or is not employable due to age, disability, or other limiting factors; weekly, twice a week, at times daily, contact needed.

12. Disaster Recovery Plans

- A.** Offeror's Disaster Recovery Plan development process will include direct participation of each Client, or family. Offeror will complete Disaster Recovery Plans and case management services in accordance with the Client's triage tier from intake. Offeror will ensure that Clients at the higher

tiers will have expedited Disaster Recovery Plans, completed as soon as 15 calendar days from the initial date of intake.

- B. Together, the disaster case manager and Client will outline comprehensive time-limited tasks for both parties, including the following steps in the order outlined:
1. Step 1: Identify disaster-related recovery needs;
 2. Step 2: Evaluate the Client's personal resources that can be applied to disaster recovery, including financial assets, personal skill sets, social networks, family, and local community resources;
 3. Step 3: Compare needs with available resources to the Client and structure the Disaster Recovery Plan accordingly;
 4. Step 4: Determine if resources provided by partnering agencies (such as the Long-Term Recovery Committee) are necessary and initiate those connections as needed;
 5. Step 5: Develop goals and objectives based on areas of need as agreed upon by the Client and disaster case manager;
 6. Step 6: Establish sub-goals/action steps with a clearly defined timeframe that the Client must accomplish individually to achieve recovery;
 7. Step 7: Develop desired outcomes in accordance with pre-disaster levels of Client stability; and
 8. Step 8: Establish a means to monitor progress, subsequent goal achievement and case closure.

Offeror's approach to encouraging Client commitment to the Disaster Recovery Plan will reflect realistic achievability of the plan developed and will emphasize consistent and reliable lines of communication between the Offeror's disaster case manager and the Client. Ultimately, the Disaster Recovery Plan will belong to the Client; therefore the Offeror's disaster case manager will ensure the Client signs and receives a copy of the releases of confidentiality, is willing to partner with the Offeror's disaster case manager in the development of their Disaster Recovery Plan, and will not view it as a checklist of "to-do" items for the Offeror's disaster case manager.

Offeror will ensure their ongoing staff training and evaluation emphasizes collaboration as a priority component of the disaster case manager/Client relationship.

13. Case Management Service Levels

- A. Services provided by the Offeror must adhere to the following requirements:
1. Case Duration and Service Intensity: Offeror's expected case duration and service intensity, or the amount of time spent by the Offeror's disaster case manager on an average case, is based on case tiers (Tiers 1-4) and as follows:

Priority Level	Case Duration	Service Intensity
Tier 1	1-2 Months	1-2 Hours per Month
Tier 2	2-4 Months	2-4 Hours per Month
Tier 3	4-6 Months	4-6 Hours per Month
Tier 4	6-8 Months	6-8 Hours per Month

2. Case Ratios: Offeror will employ a professional staff with varying areas of expertise. Offeror will assign cases according to staff’s backgrounds and expertise, while addressing particular immediate and/or long-term needs. Because cases vary greatly in priority levels, Offeror will require and implement a process performed by case provider supervisors for assigning balanced case mixes to disaster case managers with an even range of priority levels represented in each workload. Offeror will ensure that a disaster case manager’s workload will never exceed 35 cases at any given time.
3. Supervisor Ratios: Offeror’s case provider supervisors will provide support and supervision to the Offeror’s disaster case managers in the delivery of Client services and in weekly reviews of case files, activity logs, reporting, performance, and Client data management. Offeror will ensure that the committed ratio of disaster case managers to case provider supervisors during case management is 10 to 1.
4. Offeror is responsible for reporting on staffing levels on weekly and monthly reports to DHSEM. Any changes that may occur to staff working on the DCM Project must be reported to DHSEM in these reports.

14. Case Transfers

- A. Offerors shall ensure Client cases are prepared for case transfers when they may occur. This entails: 1) ensuring case files are complete, clear and concise; 2) all required documents are included in the case file for the time of transfer; and 3) the case is transferred in accordance with HHSC’s request to ensure a timely transfer.
- B. The process for case transfers must include the following requirements:
 1. Clients will be informed at least 30 calendar days in advance that their case will be transferred.
 2. If the Client requests that the case be transferred to another provider, the case manager should document the request and make the necessary referral.
 3. The case file should be photocopied or electronically transferred to the new case manager. This will reduce duplication of benefits and provide continuity of service.
 4. The originating agency should report the case as “Transferred” and the receiving agency should report the case as “Open”.

15. Closing Cases

- A. Clients with uncomplicated disaster-related needs may already have sufficient emotional and intellectual resources and/or support systems; Offeror will ensure that such cases will be immediately closed after referrals for services have been made.
- B. For more complicated cases, or in situations where the Client needs ongoing support, Offeror's Disaster Recovery Plan must reach a minimum of one of the following conclusions before case closure can occur:
 - 1. All goals and objectives have been achieved;
 - 2. The Client has withdrawn their request for DCM services;
 - 3. The Client has received the maximum number of months of DCM allowed, as defined by FEMA. In these cases, if all disaster related needs have not been met, a referral to a local social service provider or a long-term recovery group may be made for ongoing case management;
 - 4. Contact information for the Client provided at the time of intake has become outdated and Client contact has been lost;
 - 5. The Client has notified the Offeror's disaster case manager that they are moving out of the service area;
 - 6. The Client has refused to accept responsibility for follow-through on activities included in their Disaster Recovery Plan; or
 - 7. Clients' needs have been partially met, but there are no further resources to meet the remaining unmet needs in the Client's Disaster Recovery Plan.
- C. All case closures will be approved by the Offeror's case management supervisor. A Case Closure Summary Form and Client Evaluation Form will be completed for case file. The Case Closure Summary Form is provided as Appendix H, Case Closure Summary Form. The Client Evaluation Form is provided as Appendix H, Client Evaluation Form. Offeror will provide information on closed cases to DHSEM for final approval, in accordance with the DCMP requirements.

B. TECHNICAL APPROACH AND SPECIFICATIONS

1. Organizational Experience

Offeror must:

- A. Provide a detailed description of relevant corporate experience with state, local, territorial, and tribal (SLTT) governments. A brief description of the experience of all proposed subcontractors must also be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of emergency staff augmentation and subject matter expertise.
- B. Identify and describe at least two comparable projects Offeror has supported within the last two (2) years including the successes and beneficial the Offeror's client has realized as a direct result of hiring the Offerors team.

2. Staff Experience and Capabilities

- A. Offeror must provide a list of proposed staff, including a comprehensive organizational chart, demonstrating years of experience, level of expertise, and comparable project experience. A resume for each of these resources should also be provided.
- B. Offeror must provide a bio and resume of all key personnel (minimum of 5) Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as individuals which will support the project on a regular (average of 24+ hours per week) basis, on-site with DHSEM. Key personnel are not senior leaders within the proposer's organization not available on site to support DHSEM throughout the project's duration, as defined and requested by DHSEM. Offeror must include key personnel education, work experience, relevant certifications/licenses, availability to support DHSEM (number of hours per week), and include total number of hours per week they are available to support DHSEM (assuming immediate contract award and assignment) as well as what percentage of time they are available to support New Mexico on-site.
- C. Offeror must provide an organizational chart and staffing for a minimum of the following roles and programs:
 - 1. FEMA Individual Assistance (IA)
 - 2. FEMA Public Assistance (PA)
 - 3. Recovery Support Functions (RSFs)
 - 4. Hermit's Peak / Calf Canyon Fire Assistance Act (HPCCFAA)
 - 5. Mitigation
 - 6. HUD CDBG-DR/MIT
 - 7. Disaster Case Management (DCM)

3. Mandatory Approach and Specification

- A. Offeror must provide a project approach demonstrating experience and expertise successfully delivering scope and programs identified in Section IV. SPECIFICATIONS A. DETAILED SCOPE OF WORK.
- B. Based on DHSEM's Immediate needs, Offeror should focus on the following delivery operations and programs:
 - 1. FEMA Individual Assistance (IA)
 - 2. FEMA Public Assistance (PA)
 - 3. Recovery Support Functions (RSFs)
 - 4. Hermit's Peak / Calf Canyon Fire Assistance Act (HPCCFAA)
 - 5. Mitigation
 - 6. HUD CDBG-DR/MIT
 - 7. Disaster Case Management (DCM) including a DCM technical solution
Offeror must identify security capabilities and compliance of the software solution proposed

4. Desirable Approach and Specification

- A. Offeror may provide an approach to immediately mobilize Key Staff within forty-eight (48) hours of contract execution.
- B. Offeror may develop an approach to utilize staff familiar with the culture, priorities, and needs of communities impacted by recent disasters throughout the state.
- C. Offeror may utilize local staff and / or subcontractors familiar with local best practices, design and construction requirements, and acequias.
- D. Offerors may demonstrate their experience working within New Mexico, particularly with and for state agencies, local governments, and other disaster stakeholders.
- E. Offeror may demonstrate their understanding of the current challenges, cultural realities, and proposed solutions to successfully deliver recovery operations in New Mexico.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Letter of Transmittal Form

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

3. Campaign Contribution Disclosure Form

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

4. Oral Presentation

While not required nor guaranteed, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Costs will be based on Time and Materials (T&M) fee structure. Hourly rates for personnel will be fully burdened and inclusive of all direct and indirect costs such as travel, lodging, meals and incidental expenses, printing, parking, interest, etc. Any materials, systems, licensing, or other costs will be passed through with no more than 10% mark-up by Offeror.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	10
B. 1. Organizational References	10
B. 2. Staff Experience and Capabilities	20
B. 3. Mandatory Approach and Specification	25
B. 4. Desirable Approach and Specification	25
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	10
TOTAL POINTS AVAILABLE	100
D. New Mexico Resident Business Preferences	
D1. New Mexico Resident Business Preference	(5 Extra Points)
D2. Resident Veterans Preference	(5 Extra Points)

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise, and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Staff Experience and Capabilities (See Table 1)

Points will be awarded based upon relevant and similar experience, expertise, and capabilities of proposed staff as well as the efficiency and effectiveness of the proposed organizational chart and staffing structure. Points will also be based on overall availability of staff to support DHSEM as well as staff availability to support New Mexico on site.

3. B.3 Mandatory Approach and Specifications

Points will be awarded based upon the thoroughness, relevance, and completeness of the Offeror's approach as outlined in Section IV. B.4.

4. B.4 Desirable Specifications

Points will be awarded based upon the inclusion, innovation, and demonstrations of the Offeror's approach as outlined in Section IV. B.5.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

8. C.4 Cost (See Table 1)

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

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

9. D. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

D1. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

D2. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 5% of the total points available in this RFP.

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 will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117 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.6. 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

Comprehensive Disaster or Emergency Response and Recovery Services
and Disaster Case Management

RFP #23-795-0000-0003

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than December 8, 2022 at 12PM MST. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

Kusum.Adhikari, CPO

Kusum.Adhikari@DFA.nm.gov

Subject Line: Comprehensive Disaster or Emergency Response and Recovery Services
and Disaster Case Management RFP #23-795-0000-0003

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978, Sections 13-1-28, through Sections 199 (2022) and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

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

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section [13-1-182](#) 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 [NMSA 1978, Sections [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
DRAFT CONTRACT

STATE OF NEW MEXICO

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

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

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

(—OR—)

(CHOICE – MULTI-YEAR)

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

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

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by

the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other

provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

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

To the Agency:
[insert name, address and email].

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

25. Authority.

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

26. Contract Provisions for Non-Federal Entity Contracts under Federal Award – Appendix II to Part 200

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40

U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment
 - (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

(d) See also § 200.471.

- (L) Domestic preferences for procurements –

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

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency’s Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D

COST RESPONSE FORM

Offeror will provide Time and Materials (T&M) hourly rates for each Labor Category (LCat) identified below. Hourly rates shall be fully burdened and include all direct and indirect costs including travel, lodging, meals and incidental expenses, printing, parking, interest, etc. required to successfully deliver items described in IV. A. DETAILED SCOPE OF WORK. The proposed Hourly Rates will be utilized for the entirety of the base contract term and will not be modified. If Option Years are mutually desired, Offeror may propose a reasonable appreciation value based on standard and adopted industry price indices for each Option Year to be considered and agreed upon in writing by the State of New Mexico at that time.

Labor Category (LCat)	Labor Description / Requisite Experience	Hourly Rate
Project Executive	Serves as senior executive overseeing all project, contract, and delivery activities. Minimum of 25 years of relevant experience.	
Senior Subject Matter Expert	Serves as senior subject matter expert related to overall or specific federal programs, policy, and operational execution. Minimum of 15 years of relevant experience.	
Subject Matter Expert	Serves as subject matter expert related to overall or specific federal programs, policy, and operational execution. Minimum of 12 years of relevant experience.	
Senior Program Manager	Serves as senior program manager overseeing staffing, project, contract, budget, and general management activities. Minimum of 15 years of relevant experience.	
Program Manager	Serves as program manager overseeing staffing, project, contract, budget, and general management activities. Minimum of 10 years of relevant experience.	
Program Consultant V	Provides operational and programmatic implementation throughout all activities and tasks identified in this RFP. Minimum of 10 years of relevant experience.	
Program Consultant IV	Provides operational and programmatic implementation throughout all activities and tasks identified in this RFP. Minimum of 8 years of relevant experience.	
Program Consultant III	Provides operational and programmatic implementation throughout all activities and tasks identified in this RFP. Minimum of 6 years of relevant experience.	

Program Consultant II	Provides operational and programmatic implementation throughout all activities and tasks identified in this RFP. Minimum of 4 years of relevant experience.	
Program Consultant	Provides operational and programmatic implementation throughout all activities and tasks identified in this RFP. Minimum of 2 years of relevant experience.	
Analyst	Provides general grants management, financial reconciliation, and / or analytical support services. No minimum years of relevant experience required.	
Senior System Developer	Provides System of Record development services including maintenance, custom tailoring, etc. Minimum of 7 years of relevant experience.	
System Developer	Provides System of Record development services including maintenance, custom tailoring, etc. Minimum of 3 years of relevant experience.	
Community Outreach Coordinator	Serves as liaison between program staff, case managers, and individuals, households, and communities throughout program execution. Minimum of 2 years relevant experience.	
Case Management Supervisor	Oversees and manages a team of case managers, operational workflow, quality control, and all other case management tasks. Minimum of 5 years relevant experience.	
Case Manager	Provides case management support. Minimum of 1 year of relevant experience.	
Administrator	Provides general administrative support throughout a wide range of operational and programmatic scenarios. No minimum years of relevant experience required,	
Average Rate (Average of all LCats)		

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

LETTER OF TRANSMITTAL FORM

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

RFP#:23-795-0000-0003

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. Use of subcontractors (Select one):

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

_____, 20____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, 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:

Kusum.Adhikari, CPO

Kusum.Adhikari@DFA.nm.gov

Subject Line: Comprehensive Disaster or Emergency Response and Recovery Services
and Disaster Case Management RFP #23-795-0000-0003

by December 19, 2022 by 4:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

If the Reference Form(s) are not received by the date above, the lack of such forms will negatively impact the Offeror's scores.

RFP # 22-795-0000-XXXX
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

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

Name: Kusum Adhikari, CPO
Telephone: 505-699-5341
Email: Kusum.Adhikari @DFA.nm.gov

Forms must be submitted no later than 12/16/2022 by 4:00pm and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** listed above. 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 description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: