

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

REQUEST FOR PROPOSALS (RFP)

Private Property Debris Removal Monitoring Services



RFP# 25-795-0000-00001

RFP Release Date: October 18, 2024

Proposal Due Date: November 15, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for post-disaster Private Property Debris Removal Monitoring Services. The services are intended to support ongoing post-disaster response efforts in federally declared counties and Tribal jurisdictions which request the State's assistance with post-disaster debris removal and erosion control operations, including for any subsequent applicable declared disaster, in qualifying affected areas for federal assistance. Authorized Federal assistance is expected to be reimbursable through FEMA Public Assistance Category A projects for debris removal.

To be reimbursable, all debris removal services must be consistently monitored and tracked to verify compliance; the contractors selected under this RFP will fulfill this responsibility by overseeing, documenting, and inspecting debris removal operations to ensure compliance with regulations, improve efficiency, and maintain complete records for the State of New Mexico's Full-Service Debris Removal Program. These services are focused on contract compliance, not professional engineering. All participants must adhere to [FEMA's Public Assistance Debris Monitoring Guide \(March 2021\)](#) and relevant federal, state, and local regulations.

B. BACKGROUND INFORMATION

The State of New Mexico supports disaster-impacted jurisdictions with response and recovery operations post-disaster. If a local jurisdiction(s) is impacted by a disaster (including fires, floods, earthquakes, etc.), DHSEM will mobilize its staff to coordinate Preliminary Damage Assessments and request a Presidential disaster declaration. Pending receipt of a Presidential disaster declaration, impacted local jurisdictions may declare the need for State assistance with private property debris removal and erosion control. The Governor of the State of New Mexico must subsequently authorize the State to respond to the need and initiate the State's Full-Service Debris Removal Program.

Once authorized, the Full-Service Debris Removal Program can be a crucial resource for assisting private homeowners in safeguarding health and initiating recovery efforts. *See* 44 C.F.R. 206.224(a). Structural fire damage can release airborne particles containing toxic amounts of heavy metals, asbestos, and other hazardous materials such as propane tanks, air conditioners, and batteries. It is a critical priority to DHSEM that property owners be advised against initiating debris removal due to the potential exposure to harmful toxins. Depending on the timeline within which the awarded contractor(s) can deploy, the Environmental Protection Agency (EPA) may be deployed onsite first to expedite the removal of Household Hazardous Waste (HHW). If EPA is deployed, DHSEM requires that the awarded contractor(s) collaborate with EPA to maintain a smooth operation.

Immediate removal of hazardous materials and the stabilization of eroded soil are essential activities to protect public health, safety, and the environment. The Full-Service Debris Removal Program addresses these risks by providing debris removal service, up to and including clean-up and disposal

of any disaster-related debris, including hazardous trees, construction and demolition debris, clean flood debris, burned vehicles, and the foundation/slab, if determined eligible.

Proper cleanup and debris removal, as well as stabilization, must be carried out by licensed and experienced contractors equipped with the necessary protective measures to eliminate immediate threats to private property owners. *See* 44 C.F.R. 206.224(a). Equally important is the service provided by the debris monitor, which ensures documentation, compliance, financial transparency, and efficiency in debris removal. Effective debris monitoring involves collaboration among stakeholders, including field oversight, monitoring at loading and disposal sites, documentation, and training on FEMA criteria.

Qualified contractors for debris monitoring should have experience with FEMA Category A Debris Removal and be registered on Sam.gov. Preference should be given to small, women-owned, and minority-owned businesses to support the local economy and comply with federal procurement regulations.

C. SCOPE OF PROCUREMENT

The Scope of Work for Debris Monitoring in New Mexico involves comprehensive oversight of debris removal operations to ensure compliance with FEMA guidelines and eligibility requirements. Field Supervisors oversee activities and ensure safety and operational standards, while Debris Monitors handle the monitoring at loading and disposal sites, verifying and documenting debris types and quantities, and ensuring proper segregation. Monitoring activities include verifying eligibility and documentation at loading sites, ensuring accurate recording of load tickets, and confirming safe and efficient loading. At disposal sites, monitors verify delivery to approved sites, ensure proper disposal methods, and document operations and issues.

Documentation and reporting are critical, with load tickets completed and verified for each debris load, and daily reports summarizing activities, issues, and resolutions. A comprehensive final report is prepared, including all documentation. Compliance and quality assurance involve training monitors on FEMA guidelines, implementing quality control measures, and conducting regular audits. Health and safety protocols are enforced, with necessary PPE and training provided. Conflict resolution processes are established to address disputes promptly. State-specific considerations include compliance with New Mexico's environmental regulations, coordination with local authorities, and protection of culturally and historically significant sites during debris removal operations. See [FEMA Debris Monitoring Guide \(March 2021\)](#).

A comprehensive Scope of Work is available in **Section IV.(A) Detailed Scope of Work**.

The TERM of the resulting contract and price agreement will be one (1) year with the option to renew for one (1) year annually for a total TERM not to exceed three (3) years.

This procurement award will result in an Agency Price Agreement for Private Property Debris Removal Monitoring Services for Department of Homeland Security and Emergency Management. This RFP may result in a multiple award.

D. PROCUREMENT MANAGER

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

Name: Megan Martinez, Chief Procurement Officer-Purchasing Supervisor
Telephone: (505) 476-9600
Email: megan.martinez@dhsem.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II(B)(10).** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172 and NMAC 1.4.1.82, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

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

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, §§ 57-3A-1 through NMSA 1978, 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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**Debris**” means items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.
9. “**Debris Management Site (DMS)**” means a location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).
10. “**Debris Removal**” means picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
11. “**Demolition**” means the act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
12. “**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.
13. “**Desirable**” – the following terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
- 14.
15. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the original document contains. The electronic version/copy **CANNOT** be emailed.
16. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

17. “**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.
18. “**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.
19. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II(B)(8).
20. “**Hazardous Waste**” means waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity. Page 148 FEMA 325, Public Assistance Debris Management Guide.
21. “**Hold Harmless**” means, generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
22. “**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.
23. “**Household Hazardous Waste (HHW)**” means used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.
24. “**Legal Responsibility**” means, in the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property
25. “**Mandatory**” – the following 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.
26. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

27. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
28. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
29. **“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.
30. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
31. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
32. **“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.
33. **“Recycling”** means activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products. FEMA 325, Public Assistance Debris Management Guide Page 149.
34. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§ 57-3A-1 through 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.
35. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
36. **“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.
37. **“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.

38. **“Right of Entry (ROE)”** means a form used to grant legal authority to a specific individual or organization to enter a property they do not own or possess for a particular reason. A legal document that ensures both the property owner and the entity seeking entry have a clear understanding of the rights and responsibilities associated with the temporary access to the property.
39. **“Right-of-Way”** means the portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.
40. **“Scale/Weigh Station”** means a scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
41. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into DHSEM’s Dropbox system prior to the submission deadline stated in the RFP.
42. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
43. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
44. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
45. **“State (the State)”** means the State of New Mexico.
46. **“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.
47. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
48. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III(C)(1). (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

49. **“Tipping Fee”** means a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.
50. **“United States Army Corps of Engineers (USACE)”** refers to a component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
51. **“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.
52. **“White Goods”** are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.
53. **“Written”** means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

RFP, Questions & Answers, RFP Amendments, etc.
<https://www.nmdhsem.org/active-procurement/>

Other relevant links:

State of New Mexico Right-of-Entry Form:

https://www.dhsem.nm.gov/right-of-entry-permit-english-fillable_2024/

[FEMA Public Assistance Program and Policy Guide](#)

[Public Assistance Program and Policy Guide, Version 4, p. 101](#)

[FEMA Debris Monitoring Guide](#)

[FEMA Debris Monitoring Guide \(March 2021\)](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	SPD/DHSEM	October 18, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	October 28,2024
3. Deadline to submit Written Questions	Potential Offerors	October 30,2024
4. Response to Written Questions	Procurement Manager	November 1, 2024
5. Submission of Proposal	Potential Offerors	November 15, 2024,
6.* Proposal Evaluation	Evaluation Committee	November 18-28, 2024
7.* Finalize Contractual Agreements	Agency/Finalist Offerors	November 29, 2024- December 5, 2024
8.* Contract Awards	Agency/ Finalist Offerors	December 6, 2024
9.* Protest Deadline	SPD	December 23, 2024

*Dates indicated in Events 7 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II(A), above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico 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.dhsem.nm.gov/active-procurement-opportunities/>

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

3. 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 October 30, 2024, 5:00 pm MST/MDT as indicated in Section II(A), Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

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).

The Questions and Answers will be posted to:

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

5. Submission of Proposal

Currently, only electronic proposal submissions will be accepted via Dropbox using the link below.

<https://www.dropbox.com/request/MWLcDeu34asFS2yShLG0>

- A copy of the unredacted proposal and cost proposal
- A copy of the redacted proposal and cost proposal
- Any supporting documents.

We will not accept any other formats for this solicitation.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II(A), SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE

ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded via Dropbox. We will not accept any other formats for the solicitation. **NO LATE PROPOSAL CAN BE ACCEPTED.***

A 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 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

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

8. Contract Awards

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

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172 and NMAC 1.4.1.82, 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 submitted either by email or physical mail. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Regina C. Chacon, Deputy Cabinet Secretary
Department of Homeland Security and Emergency Management
PO Box 27111 Santa Fe, NM 87502
Regina.chacon@dhsem.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is allowed 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 proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals.

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, §§ 57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III(B)(2)(a), shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions despite 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 Section 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)(19). The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

The Procurement Code, NMSA 1978, §§ 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.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the

Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<https://www.dhsem.nm.gov/>

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II(C)(1), (b) the organizations acceptance of the Section V **Evaluation Factors**, and (c) receipt of any and all amendments to the RFP.

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA Dropbox link. This link will be provided below. Any proposal that does not adhere to the requirements of Section **II(B)** and Section **III(C) Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

1. Electronic Submission Requirements

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

- e. **DO NOT password-protect proposal documents** – The **Dropbox** system is secure, and accessible only to DHSEM personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II(C)(8) and must be submitted pursuant to Section II(B)(2)(a).
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III(C)(1) Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50MB limit.* **The Technical Proposal SHALL NOT contain any Cost information.**
- a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I(F)(5) and detailed in Section II(C)(8), Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III(B)(2), above, as an **unredacted** (def. Section I(F)(38)) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I(F)(26)) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50MB limit*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

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

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

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

Cost Proposal:

Completed Cost Response Form (APPENDIX D)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor will provide comprehensive debris removal monitoring services that will ensure the debris removal is conducted efficiently, safely, and in accordance with all applicable laws and standards. The scope and specific Federal program support services may include, but are not limited to, the following:

1. Planning and Coordination Management

- a. Collaborate with DHSEM's Debris Removal Contractor to develop a debris management plan on new and existing disaster declarations.
 - i. Detail the total number of crews needed to address the total scope of work identified in the field, with a commensurate number of monitors identified by the selected contractor to support all debris pick-up and drop-off locations.
 - ii. Incorporate considerations on how debris will be sorted and tracked, eligibility requirements for the program (as identified by FEMA and the New Mexico Environment Department), as well as a plan to verify that that all debris has been separated and disposed at the correct landfill appropriately (i.e., what debris is expected, and what locations will accept that debris).
 - iii. Additional relevant details may be incorporated in coordination with the Debris Removal Contractor and DHSEM. The selected contractor must subsequently provide the debris management plan to DHSEM for review and concurrence.
- b. Identify monitoring locations and establish monitoring procedures applicable to each unique declaration or event.
 - i. Verify FEMA-PA eligibility and regular coordination with the FEMA-PA experts deployed to support the disaster (if applicable).
 - ii. As described in item 1.a. above, it is critical that this planning verify that a monitor will be present at all debris pick-up and drop-off locations, with the appropriate equipment needed to verify that debris is being properly weighed, tracked, and documented at each step of the process.
- c. Aid in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.
 - i. DHSEM may have in place a regular check-in (weekly or bi-weekly, depending on the circumstances), for the selected contractor and the Debris Removal Contractor to report regularly on the status of their activities.
 - ii. The selected contractor shall be prepared with qualitative and quantitative report templates to support these meetings and will verify with DHSEM that these reports meet the agency's needs.
 - iii. DHSEM may also have a Debris Management Task Force, which the selected contractor is responsible for regularly attending to ensure coordination with other partners.
- d. Conduct pre-event planning and coordination meetings.

- i. If the selected contractor has identified needs related to streamlining and/or otherwise supporting the operation (e.g., coordination with the County jurisdiction, coordination with subcontractors to verify that expectations are met), the selected contractor will be responsible for initiating planning and coordination meetings to address these needs.
 - ii. DHSEM points of contact, as identified to the selected contractor, should be included in these meetings at all times for their visibility.
- e. Coordinate with local, state, and federal agencies as necessary.
 - i. DHSEM expects that the selected contractor will, at minimum, need to coordinate with the New Mexico Environment Department – which is responsible for debris disposal compliance management – as well as FEMA Public Assistance, FEMA Environmental and Historic Preservation, the U.S. Army Corps of Engineers, and representatives from the local jurisdiction(s) receiving services through the Full-Service Debris Removal Program.

2. **Training:**

- a. Contactor shall provide and document at no additional cost to the State the following training:
 - i. Accredited forty (40) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training to Contractor's field staff (specifically staff that does or may enter disaster debris "hot zones"), including Task Force Leaders and all other personnel supporting structural debris removal operations in the field.
 - ii. ICS-100 and ICS-200 training courses for all Contractor staff.
 - iii. Debris assessment team training, for all Contractor assessment staff.
 - iv. Arborist training, detailing the specific assessment methods to be used by all Arborists on the operation for consistency of assessment.
 - v. Hazard tree assessment strike team training, detailing how they will mark trees and document hazard tree assessments, and how they coordinate when conducting and documenting the Hazard Tree assessments.
 - vi. Train monitoring personnel on FEMA requirements and safety protocols.
 - vii. Any other training as warranted for the specific operation, as it becomes necessary and as directed by the Contracting Agency.

3. **Right-of-Entry Form Review and Approval**

- a. All operations are to be conducted as referenced in the Full-Service Debris Removal Program Right of Entry forms, ensuring proper authorization and compliance with established guidelines.
- b. The selected contractor is responsible for receiving the Right-of-Entry forms from the local County office which verifies them, and for conducting a review of those forms to determine initial eligibility for the program, based upon FEMA's [Public Assistance Debris Monitoring Guide](#), as well as any additional guidelines set forth by FEMA, which should be included in the debris management plan set forth under item 1.a. Upon approval of the ROE form, the selected contractor shall notify the Debris Removal Contractor that the site is ready for assessment.

- c. The Debris Removal Contractor is responsible for conducting the assessment at the impacted property; however, the selected contractor for monitoring will be responsible for reviewing the scope of work developed based on that assessment.
- d. The selected contractor is responsible for using the Right-of-Entry form and the associated assessment and scope of work to initiate the documentation process, so that there is clear tracking in place of what sites have been reviewed for eligibility, approved for the Debris Removal Contractor to initiate work, and surveyed for likely debris removal. This tracking will be used to later verify costs submitted by the Debris Removal Contractor.

4. Debris Removal Monitoring:

- a. Conduct field monitoring of debris removal activities to verify adherence to approved plans and regulations. See FEMA’s [Public Assistance Debris Monitoring Guide](#), Chapter 3: Debris Monitoring Resources and Duties.
 - i. Monitoring shall extend to reviewing activities at both the loading and disposal site and all other phases of removal operations.
 - ii. Monitoring includes conducting load inspections for debris cleanup being performed by one or more debris removal contractors or State agencies.
- b. To fulfill the requirements set forth under item 4.a., the selected contractor must supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
 - i. Supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.
 - ii. Remove and replace employees immediately upon notice from the State Debris Manager for conduct or actions not in keeping with the contract.
 - iii. For further information on requirements for personnel, see item 6. below.
- c. Document debris types, quantities, and locations using established protocols and reporting formats. For further information on documentation requirements, see item 5(f) below.
- d. Ensure debris is being transported to approved disposal sites, as identified by the New Mexico Environment Department, and as documented in the debris management plan referred to in item 1.a. above.
- e. Monitor and verify contractor performance and adherence to safety standards.
- f.

5. Reporting:

- a. Provide daily updates on the status of debris removal activities, including milestones achieved and challenges encountered, in intervals as designated by the Contracting Agency. These updates must be provided in a standard reporting template, as developed and approved in item 1.c. above.
- b. Provide detailed weekly summary reports documenting all activities, assessments, debris categorization, disposal methods, and any issues arising during the project.
- c. Maintain accurate and detailed records of debris removal activities. Specific parameters of what must be included in these records will be defined based on the FEMA regulations set forth for the Full-Service Debris Removal program being

operated by the selected contractor and will be collaboratively documented and approved via the debris management plan outlined in item 1.a. above.

- d. In addition to developing independent reports of debris removal activities, the selected contractor shall review all documentation submitted by the Debris Removal contractor, including invoices, reports, etc. The purpose of this review is to implement quality control measures to ensure data accuracy and completeness. The selected contractor shall further conduct periodic reviews and audits of monitoring activities to maintain high standards of service.
 - e. At the completion of the program, the selected contractor shall provide a comprehensive final report summarizing all activities, findings, and recommendations. This report should reflect information submitted in earlier regular reports of the program, as well as general insight to the agency regarding any best practices, lessons learned, and other considerations for future disaster recovery efforts.
 - f. Provide documentation supporting FEMA reimbursement requests in a timely fashion (e.g., load tickets, total cubic yards of debris). For further information on documentation requirements.
 - i. **Note:** “With proper documentation, an Applicant may fully account for debris clearance and removal costs incurred because of a Presidentially declared disaster. A load ticket provides the most comprehensive information and a paper trail for FEMA PA program reimbursement. To support the documentation provided by the load tickets, monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Samples of these forms are included in Appendix B: Sample Debris Monitoring Plan and Monitoring Forms. When ADMS technology is used, the data generated should clearly display loading monitor and tower/site monitor names, load times, and locations so that an individual’s daily activities can be easily reviewed.” See [Public Assistance Debris Monitoring Guide](#), Chapter 6: Documenting Eligible Work and Costs.
 - ii. As part of these responsibilities, the selected contractor must ensure compliance with and guidance from [Public Assistance Debris Monitoring Guide](#), Chapter 6: Documenting Eligible Work and Costs.
- 6. Personnel Requirement and Responsibilities: All personnel are required to be knowledgeable and experienced in FEMA debris monitoring guidelines and equipped with the necessary safety gear and monitoring tools.**
- a. **Debris Monitoring Field Supervisor:** Offeror will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:
 - i. Overseeing and supervising loading site and disposal site debris monitoring activities
 - ii. Scheduling debris monitoring resources and deployment timing
 - iii. Communicating and coordinating with City/County personnel

- iv. Providing suggestions to improve the efficiency of collection and removal of debris
 - v. Coordinating daily activities and future planning
 - vi. Maintaining contact with debris management/dispatch center or supervisor
 - vii. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
 - viii. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
 - ix. Documenting and recording measurements and computations
 - x. Documenting truck hauling compartment condition using digital photographs
 - xi. Ensure all truck certifications are complete and available to all parties
- b. **Debris Monitors:** Offeror will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:
- i. ***Debris Loading Site Monitors:*** Offeror will perform on-site, street-level debris monitoring at all contractor-loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:
 1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
 2. Monitoring collection activity of trucks
 3. Issuing load tickets at loading site for each load
 4. Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment
 5. Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
 6. Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
 7. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)

8. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
 9. Properly monitoring and recording performance and productivity of debris removal crew
 10. Remaining in regular contact with debris management/dispatch center or supervisor
 11. Ensuring that loads are contained properly before leaving the loading area
 12. Ensuring that only eligible debris is collected for loading and hauling
 13. Ensuring that only debris from approved public areas is loaded for removal
 14. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel
- ii. **Debris Tower/Site Monitors:** Offeror will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:
1. Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
 2. Documenting measurements and computations
 3. Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
 4. Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
 5. Remaining in regular contact with debris management/dispatch center or field supervisor
 6. Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.
- c. **Clerical/Data Entry Supervisor:** Offeror will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:
- i. Supervising the preparation of detailed estimates and submitting them to the City/County debris manager

- ii. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
 - iii. Providing daily, weekly, or other periodic reports for the City/County debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates
 - d. **Clerical Staff/Data Entry Clerk:** Offeror will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.
 - e. **Project Manager:** Offeror will provide a project manager to lead in defining and documenting project scope, objectives and desired outcomes on the site level as well as managing State expectations, ensuring adherence to schedules and budgets. (Subject to size and scope of the related project and declaration)
 - f. **Arborist:** Offer will provide an arborist to lead in the evaluation and diagnosis of affected trees, plants and to make recommendations regarding removal and of the overall health and potential of same in the affected areas. (Subject to size and scope of the related project and declaration)
 - g. **Safety Manager:** Offer will provide a safety manager tasked with ensuring that the working environment is safe by strictly adhering to regulations and devoid of potential hazards.
 - h. **ROE/PPDR Coordinator:** Offeror will provide a coordinator to who is responsible for ensuring that all right of entry documents are obtained, accurate, and properly filed; thereby allowing appropriate removal services in accordance with the existing requirements and regulations. (Subject to size and scope of the related project and declaration)
 - i. **Data Analyst:** Offeror will provide an analyst to organize raw data obtained from the project reports to provide clear and accurate reporting to the State to better optimize statistical efficiency and quality. (Subject to size and scope of the related project and declaration)
7. **Deployment:** Offeror must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the

monitoring contract, Offeror shall be prepared to increase the number of debris monitors for the City/County to use as needed.

8. **Additional Requirements:**

- a. **Environmental Compliance:** Ensuring all debris removal and disposal activities comply with local, state, and federal environmental regulations. These requirements are set forth by the New Mexico Environment Department, the State Historic Preservation Office, and the FEMA Environmental and Historic Preservation Office, and are fully documented in the Archaeological Treatment Plan written by the Environmental and Historic Preservation staff at the beginning of the Full-Service Debris Removal Program.
- b. **Community Communication:** Establishing and maintaining a communication plan to keep the Department of Homeland Security and Emergency Management informed about the debris removal process, timelines, and any necessary actions on their part. This function may include, but is not limited to, developing public messaging and memoranda, creating mapping products in coordination with the Debris Removal Contractor which identify where work is in progress, and coordinating the distribution of signs to properties where work has been completed.
- c. **Health and Safety Measures:** Implementation of strict health and safety protocols to protect workers and residents during debris removal operations.
- d. **Coordination with Local Authorities:** Close collaboration with local government agencies, emergency services, and environmental authorities to ensure a coordinated response and resource sharing.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a brief description of *relevant* corporate experience with state government and private sector regarding debris removal monitoring services as it relates to disaster recovery and more specifically wildfires and floods. The experience of all proposed subcontractors, if any, 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 debris removal monitoring services. All debris removal monitoring services provided to the private sector will also be considered.

- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as Executive Officers, Senior Leadership, and Managers. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- c) indicate how many debris removal monitoring services contracts have been awarded in the last two years and what percentage of business revenue is derived from debris removal monitoring services contract engagements; and
- d) describe at least two engagements that are similar to the New Mexico debris removal monitoring services contract engagements. Describe lessons learned which may be applicable to improve services for the State of New Mexico.

2. Organizational References

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

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

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

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

3. Mandatory Specification

- Data collection and reporting: Offeror must describe what collection and reporting systems are used to execute debris monitoring activities and how accurate tracking and reporting is ensured for FEMA reimbursement.
- Licensing and certification: Offeror must demonstrate licensed to operate in New Mexico and list/describe certifications related to debris monitoring and environmental safety held by personnel.
- Mobilization: Offeror must provide timelines for mobilization if contract is awarded and demobilization once contract services are completed.

- Federal Unique Entity ID (Sam.gov ID): Offeror must provide Federal Unique Entity Identifier as all entities who conduct business with the Federal Government are required to submit this information confirm eligibility to engage in business with the Federal Government.
- The Offeror must demonstrate and maintain adequate insurance coverage for liability, workers' compensation, and other relevant risks throughout the contract period.
- Offeror must provide demonstrated experience and expertise successfully delivering scope and programs identified in **Section IV. SPECIFICATIONS, A. DETAILED SCOPE OF WORK.**

4. Desirable Specification

- Offerors should provide detailed information regarding staffing requirements and the extent to which local labor pools will be utilized.
- Offerors should provide information on the plans for communication with local residents regarding debris monitoring activities and what steps will be taken to address community concerns and address cultural sensitivities during operations.
- Offerors should provide detailed information regarding contingency plans to ensure continuity of operation during unexpected challenges.
- Offerors should demonstrate their experience working within New Mexico, particularly with and for state agencies, local governments, and other disaster stakeholders.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I(F)(37), must be submitted in the Offeror's proposal along with a letter from the Surety confirming bonding capacity.**

3. Letter of Transmittal Form

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

4. 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.**

5. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II(B)(9), Oral Presentations may be held at the sole discretion of the Evaluation Committee.

6. 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 costs required costs for mobilization (e.g., costs such as travel, lodging, meals, printing, parking, etc.). The State of New Mexico has a gross receipts tax (GRT) applied based upon location of services and may be passed thru to DHSEM as a separate line item on invoices.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (600 Total Points)	
B. 1. Organizational Experience	200
B. 2. Organizational References	100
B. 3. Mandatory Specification	200
B. 4. Desirable Specification	100
C. Business Specifications (## Total Points)	
C.1. Financial Stability	100
C.2. Performance Surety Bond/Letter of Capacity	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.6. Cost	300
TOTAL POINTS AVAILABLE	1000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (200 Points)

Points will be awarded based on the thoroughness and clarity of Offeror's response to Section IV(B)(1). 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 describe project engagements that are similar to the New Mexico full-service debris removal services contract engagement; and how lessons learned may be applicable to improve services for the State of New Mexico.

2. B.2 Organizational References (100 Points)

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX

F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

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

3. B.3 Mandatory Specifications (200 Points)

Points will be awarded based upon the thoroughness, relevance, and completeness of the Offeror's approach as outlined in Section IV(B)(3).

4. B.4 Desirable Specifications (100 Points)

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 (100 Points)

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

6. C.2 Performance Bond (Pass/Fail)

Pass/Fail only. No points assigned. To receive a passing score, the Offeror must provide both a Statement of Concurrence and the Letter from the Surety stating bonding capacity.

7. C.3 Letter of Transmittal (Pass/Fail)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contribution Disclosure Form (Pass/Fail)

Pass/Fail only. No points assigned.

9. C.6 Cost (300 Points)

The Evaluation Committee will evaluate the reasonability, the thoroughness and transparency of cost details, and whether the costs represent reasonable value for the proposed goods and services. They will also consider the value of costs associated with each deliverable.

C. EVALUATION PROCESS

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

<Private Property Debris Removal Monitoring Services >
25-795-0000-00001

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
Megan P. Martinez, Chief Procurement Officer-Purchasing Supervisor
megan.martinez@dhsem.nm.gov
Subject Line: Private Property Debris Removal Monitoring Services
RFP # _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, including 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: Governor Michelle Lujan Grisham and Lt. Governor Howie Morales

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 will provide comprehensive debris removal monitoring services that will ensure the debris removal is conducted efficiently, safely, and in accordance with all applicable laws and standards. The scope and specific Federal program support services may include, but are not limited to, the following:

1. Planning and Coordination Management

- a. Collaborate with DHSEM’s Debris Removal Contractor to develop a debris management plan on new and existing disaster declarations.
 - i. Detail the total number of crews needed to address the total scope of work identified in the field, with a commensurate number of monitors identified by the selected contractor to support all debris pick-up and drop-off locations.
 - ii. Incorporate considerations on how debris will be sorted and tracked, eligibility requirements for the program (as identified by FEMA and the New Mexico Environment Department), as well as a plan to verify that that all debris has been separated and disposed at the correct landfill appropriately (i.e., what debris is expected, and what locations will accept that debris).
 - iii. Additional relevant details may be incorporated in coordination with the Debris Removal Contractor and DHSEM. The selected contractor must subsequently provide the debris management plan to DHSEM for review and concurrence.
- b. Identify monitoring locations and establish monitoring procedures applicable to each unique declaration or event.
 - i. Verify FEMA-PA eligibility and regular coordination with the FEMA-PA experts deployed to support the disaster (if applicable).
 - ii. As described in item 1.a. above, it is critical that this planning verify that a monitor will be present at all debris pick-up and drop-off locations, with the

- appropriate equipment needed to verify that debris is being properly weighed, tracked, and documented at each step of the process.
- c. Aid in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.
 - i. DHSEM may have in place a regular check-in (weekly or bi-weekly, depending on the circumstances), for the selected contractor and the Debris Removal Contractor to report regularly on the status of their activities.
 - ii. The selected contractor shall be prepared with qualitative and quantitative report templates to support these meetings and will verify with DHSEM that these reports meet the agency's needs.
 - iii. DHSEM may also have a Debris Management Task Force, which the selected contractor is responsible for regularly attending to ensure coordination with other partners.
 - d. Conduct pre-event planning and coordination meetings.
 - i. If the selected contractor has identified needs related to streamlining and/or otherwise supporting the operation (e.g., coordination with the County jurisdiction, coordination with subcontractors to verify that expectations are met), the selected contractor will be responsible for initiating planning and coordination meetings to address these needs.
 - ii. DHSEM points of contact, as identified to the selected contractor, should be included in these meetings at all times for their visibility.
 - e. Coordinate with local, state, and federal agencies as necessary.
 - i. DHSEM expects that the selected contractor will, at minimum, need to coordinate with the New Mexico Environment Department – which is responsible for debris disposal compliance management – as well as FEMA Public Assistance, FEMA Environmental and Historic Preservation, the U.S. Army Corps of Engineers, and representatives from the local jurisdiction(s) receiving services through the Full-Service Debris Removal Program.

2. **Training:**

- a. Contactor shall provide and document at no additional cost to the State the following training:
 - i. Accredited forty (40) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training to Contractor's field staff (specifically staff that does or may enter disaster debris "hot zones"), including Task Force Leaders and all other personnel supporting structural debris removal operations in the field.
 - ii. ICS-100 and ICS-200 training courses for all Contractor staff.
 - iii. Debris assessment team training, for all Contractor assessment staff.
 - iv. Arborist training, detailing the specific assessment methods to be used by all Arborists on the operation for consistency of assessment.
 - v. Hazard tree assessment strike team training, detailing how they will mark trees and document hazard tree assessments, and how they coordinate when conducting and documenting the Hazard Tree assessments.
 - vi. Train monitoring personnel on FEMA requirements and safety protocols.

- vii. Any other training as warranted for the specific operation, as it becomes necessary and as directed by the Contracting Agency.

3. **Right-of-Entry Form Review and Approval**

- a. All operations are to be conducted as referenced in the Full-Service Debris Removal Program Right of Entry forms, ensuring proper authorization and compliance with established guidelines.
- b. The selected contractor is responsible for receiving the Right-of-Entry forms from the local County office which verifies them, and for conducting a review of those forms to determine initial eligibility for the program, based upon FEMA's [Public Assistance Debris Monitoring Guide](#), as well as any additional guidelines set forth by FEMA, which should be included in the debris management plan set forth under item 1.a. Upon approval of the ROE form, the selected contractor shall notify the Debris Removal Contractor that the site is ready for assessment.
- c. The Debris Removal Contractor is responsible for conducting the assessment at the impacted property; however, the selected contractor for monitoring will be responsible for reviewing the scope of work developed based on that assessment.
- d. The selected contractor is responsible for using the Right-of-Entry form and the associated assessment and scope of work to initiate the documentation process, so that there is clear tracking in place of what sites have been reviewed for eligibility, approved for the Debris Removal Contractor to initiate work, and surveyed for likely debris removal. This tracking will be used to later verify costs submitted by the Debris Removal Contractor.

4. **Debris Removal Monitoring:**

- a. Conduct field monitoring of debris removal activities to verify adherence to approved plans and regulations. See FEMA's [Public Assistance Debris Monitoring Guide](#), Chapter 3: Debris Monitoring Resources and Duties.
 - i. Monitoring shall extend to reviewing activities at both the loading and disposal site and all other phases of removal operations.
 - ii. Monitoring includes conducting load inspections for debris cleanup being performed by one or more debris removal contractors or State agencies.
- b. To fulfill the requirements set forth under item 4.a., the selected contractor must supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
 - i. Supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.
 - ii. Remove and replace employees immediately upon notice from the State Debris Manager for conduct or actions not in keeping with the contract.
 - iii. For further information on requirements for personnel, see item 6. below.
- c. Document debris types, quantities, and locations using established protocols and reporting formats. For further information on documentation requirements, see item 5.f. below.

- d. Ensure debris is being transported to approved disposal sites, as identified by the New Mexico Environment Department, and as documented in the debris management plan referred to in item 1.a. above.
- e. Monitor and verify contractor performance and adherence to safety standards.

5. Reporting:

- a. Provide daily updates on the status of debris removal activities, including milestones achieved and challenges encountered, in intervals as designated by the Contracting Agency. These updates must be provided in a standard reporting template, as developed and approved in item 1.c. above.
- b. Provide detailed weekly summary reports documenting all activities, assessments, debris categorization, disposal methods, and any issues arising during the project.
- c. Maintain accurate and detailed records of debris removal activities. Specific parameters of what must be included in these records will be defined based on the FEMA regulations set forth for the Full-Service Debris Removal program being operated by the selected contractor and will be collaboratively documented and approved via the debris management plan outlined in item 1.a. above.
- d. In addition to developing independent reports of debris removal activities, the selected contractor shall review all documentation submitted by the Debris Removal contractor, including invoices, reports, etc. The purpose of this review is to implement quality control measures to ensure data accuracy and completeness. The selected contractor shall further conduct periodic reviews and audits of monitoring activities to maintain high standards of service.
- e. At the completion of the program, the selected contractor shall provide a comprehensive final report summarizing all activities, findings, and recommendations. This report should reflect information submitted in earlier regular reports of the program, as well as general insight to the agency regarding any best practices, lessons learned, and other considerations for future disaster recovery efforts.
- f. Provide documentation supporting FEMA reimbursement requests in a timely fashion (e.g., load tickets, total cubic yards of debris). For further information on documentation requirements.
 - i. **Note:** “With proper documentation, an Applicant may fully account for debris clearance and removal costs incurred because of a Presidentially declared disaster. A load ticket provides the most comprehensive information and a paper trail for FEMA PA program reimbursement. To support the documentation provided by the load tickets, monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Samples of these forms are included in Appendix B: Sample Debris Monitoring Plan and Monitoring Forms. When ADMS technology is used, the data generated should clearly display loading monitor and tower/site monitor names, load times, and locations so that an individual’s daily activities can be easily reviewed.” See [Public Assistance Debris Monitoring Guide](#), Chapter 6: Documenting Eligible Work and Costs.

- ii. As part of these responsibilities, the selected contractor must ensure compliance with and guidance from [Public Assistance Debris Monitoring Guide](#), Chapter 6: Documenting Eligible Work and Costs.

6. Personnel Requirement and Responsibilities: All personnel are required to be knowledgeable and experienced in FEMA debris monitoring guidelines and equipped with the necessary safety gear and monitoring tools.

- a. **Debris Monitoring Field Supervisor:** Offeror will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:
 - i. Overseeing and supervising loading site and disposal site debris monitoring activities
 - ii. Scheduling debris monitoring resources and deployment timing
 - iii. Communicating and coordinating with City/County personnel
 - iv. Providing suggestions to improve the efficiency of collection and removal of debris
 - v. Coordinating daily activities and future planning
 - vi. Maintaining contact with debris management/dispatch center or supervisor
 - vii. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
 - viii. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
 - ix. Documenting and recording measurements and computations
 - x. Documenting truck hauling compartment condition using digital photographs
 - xi. Ensure all truck certifications are complete and available to all parties

- b. **Debris Monitors:** Offeror will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:
 - i. **Debris Loading Site Monitors:** Offeror will perform on-site, street-level debris monitoring at all contractor-loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:
 - 1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
 - 2. Monitoring collection activity of trucks
 - 3. Issuing load tickets at loading site for each load
 - 4. Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control

needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment

5. Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
 6. Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
 7. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
 8. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
 9. Properly monitoring and recording performance and productivity of debris removal crew
 10. Remaining in regular contact with debris management/dispatch center or supervisor
 11. Ensuring that loads are contained properly before leaving the loading area
 12. Ensuring that only eligible debris is collected for loading and hauling
 13. Ensuring that only debris from approved public areas is loaded for removal
 14. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel
- ii. ***Debris Tower/Site Monitors***: Offeror will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:
1. Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
 2. Documenting measurements and computations
 3. Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket

4. Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
 5. Remaining in regular contact with debris management/dispatch center or field supervisor
 6. Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.
- c. **Clerical/Data Entry Supervisor:** Offeror will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:
- i. Supervising the preparation of detailed estimates and submitting them to the City/County debris manager
 - ii. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
 - iii. Providing daily, weekly, or other periodic reports for the City/County debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates
- d. **Clerical Staff/Data Entry Clerk:** Offeror will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.
- e. **Project Manager:** Offeror will provide a project manager to lead in defining and documenting project scope, objectives and desired outcomes on the site level as well as managing State expectations, ensuring adherence to schedules and budgets. (Subject to size and scope of the related project and declaration)
- f. **Arborist:** Offer will provide an arborist to lead in the evaluation and diagnosis of affected trees, plants and to make recommendations regarding removal and of the overall health and potential of same in the affected areas. (Subject to size and scope of the related project and declaration)
- g. **Safety Manager:** Offer will provide a safety manager tasked with ensuring that the working environment is safe by strictly adhering to regulations and devoid of potential hazards.
- h. **ROE/PPDR Coordinator:** Offeror will provide a coordinator to who is responsible for ensuring that all right of entry documents are obtained, accurate, and properly

filed; thereby allowing appropriate removal services in accordance with the existing requirements and regulations. (Subject to size and scope of the related project and declaration)

- i. Data Analyst:** Offeror will provide an analyst to organize raw data obtained from the project reports to provide clear and accurate reporting to the State to better optimize statistical efficiency and quality. (Subject to size and scope of the related project and declaration)
- 7. Deployment:** Offeror must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, Offeror shall be prepared to increase the number of debris monitors for the City/County to use as needed.

8. Additional Requirements:

- a. Environmental Compliance:** Ensuring all debris removal and disposal activities comply with local, state, and federal environmental regulations. These requirements are set forth by the New Mexico Environment Department, the State Historic Preservation Office, and the FEMA Environmental and Historic Preservation Office, and are fully documented in the Archaeological Treatment Plan written by the Environmental and Historic Preservation staff at the beginning of the Full-Service Debris Removal Program.
- b. Community Communication:** Establishing and maintaining a communication plan to keep the Department of Homeland Security and Emergency Management informed about the debris removal process, timelines, and any necessary actions on their part. This function may include, but is not limited to, developing public messaging and memoranda, creating mapping products in coordination with the Debris Removal Contractor which identify where work is in progress, and coordinating the distribution of signs to properties where work has been completed.
- c. Health and Safety Measures:** Implementation of strict health and safety protocols to protect workers and residents during debris removal operations.
- d. Coordination with Local Authorities:** Close collaboration with local government agencies, emergency services, and environmental authorities to ensure a coordinated response and resource sharing.

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:

Megan P. Martinez
Chief Procurement Officer-Purchasing Supervisor
PO Box 27111, Santa Fe, NM 87502
Megan.martinez@dhsem.nm.gov

To the Contractor:

[insert name, address and email].

25. Authority.

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

26. Contract Provisions for Non-Federal Entity Contracts under Federal Award – 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: _____

The Agreement included in this Appendix C represents the **price agreement** the Agency intends to use to make **awards**. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

APPENDIX D

COST RESPONSE FORM

Offeror will provide Time and Materials (T&M) hourly rates for each Position identified below and complete each section entirely. 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. Offeror may include reasonable and appropriate positions not listed below along with the requisite information so that Offeror may deliver a most complete presentation of services available to the State. 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.

Position	Cost Rate	Number of Staff	Hours Per Week Per Staff	Total Hours per Week	Weekly Cost
Project Manager					
Safety Manager					
Debris Monitoring Field Supervisor					
Debris Monitors (Loading Site and Tower)					
Clerical Supervisor					
Clerical Staff					
Arborist					
ROE/PPDR Coordinator					
Data Analyst					

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

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

RFP#: 25-795-0000-00001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

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

No.
 Yes. Identify subcontractor/s: _____

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

No.
 Yes. Identify entity/-ies: _____

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

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

Sign: _____ Date: _____

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV(B)(2). The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to:

Megan P. Martinez

Chief Procurement Officer-Purchasing Supervisor

megan.martinez@dhsem.nm.gov

Subject Line: -Private Property Debris Removal Monitoring Services

RFP #25-795-0000-00001

by November 15, 2024, by 3:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 25-795-0000-00001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

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

Megan P. Martinez
 Chief Procurement Officer-Purchasing Supervisor
megan.martinez@dhsem.nm.gov

Forms must be submitted no later than November 15, 2024, by 3:00pm MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror’s service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico DHSEM Procurement Manager at 505-476-9600 & megan.martinez@dhsem.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

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