

AMENDMENT #1

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
Department of Homeland Security and Emergency Management**

REQUEST FOR PROPOSALS (RFP)

Natural Hazard Mitigation Professional Services Agreement



RFP#
21-795-0000-0245

Amendment Release Date: February 5, 2021

Proposal Due Date: February 16, 2021

Request for Proposals Number 21-795-0000-0245 is amended as described herein:

Changes to Section I.F.11

From:

11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form **may** be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

To:

11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form **must** be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

Changes to Section III.C.1.

From:

1. Proposal Content and Organization

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

Technical Proposal (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Contract Terms and Conditions (from Section II.C.15)
- e. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- f. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2 only**)
 - i. Organizational Experience – Mandatory Requirement
 - ii. Natural Hazard Mitigation Experience-Mandatory Requirement
 - iii. Listing of Organizational Reference Names-Mandatory Requirement
 - iv. **Letter of Transmittal (Letter A above)**
 - v. Professional Engineering Licensing
 - vi. Recuse from NM Plans/Projects
 - vii. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the Confidential Information binder, per Section II.B or Section II.B, as applicable)
 - viii. Pay Equity Reporting Statement
 - ix. Signed Campaign Contribution Form (Letter B above)
 - x. Suspension and Debarment
- g. Other Supporting Material (if applicable)

To:

1. Proposal Content and Organization

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 - viii. Signed Campaign Contribution Form (Letter B above)
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- g. Other Supporting Material (if applicable)

Changes to Section IV.C.8.

From:

...Cost is to include all labor, materials, mailings, fees **and taxes** to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. New Mexico Gross Receipts Taxes are not to be included in the hourly cost for each job classification. Gross Receipts Tax and direct travel are the only cost, other than the hourly fee, that the Agency will authorize.

To:

...Cost is to include all labor, materials, mailings, and fees to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. New Mexico Gross Receipts Taxes are not to be included in the hourly cost for each job classification. Gross Receipts Tax and direct travel are the only cost, other than the hourly fee, that the Agency will authorize.

CHANGES TO APPENDIX C, DRAFT CONTRACT

From:

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 **Department of Finance and**

Administration (DFA).

To:

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).

Changes to Appendix C, Section 2.A. and B.

From:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work for labor, direct travel and New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement in [YEAR] totaling (\$ _____) 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 (\$ _____). Payment shall be made based on the hourly rate schedule as shown in Attachment A and pre-approved direct costs for travel. 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 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 **DFA**. 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**.

To:

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work for labor and direct travel in [YEAR], such compensation not to exceed (\$ _____), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in [YEAR] totaling (\$ _____) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement in [YEAR], including gross receipts tax and expenses, shall not exceed (\$ _____). Payment shall be made based on the hourly rate schedule as shown in Attachment A and pre-approved direct costs for travel. 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.

Changes to Appendix C, Section 3

From:

3. **Term.**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE **DFA**.

To:

3. **Term.**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau.

Changes to Appendix C, Section 19

From:

2. **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 **Department of Finance and Administration** 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

To:

2. **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.

Changes to Appendix C, Section 22

From:

- 22. Reporting.**

To:

Section has been removed.

Changes to Appendix C, Section Numbering

From:

- 23. Invalid Term or Condition.**
24. Enforcement of Agreement.
25. Notices.
26. Authority.

To:

22. Invalid Term or Condition.

23. Enforcement of Agreement.

24. Notices.

25. Authority.

CHANGES TO APPENDIX D COST RESPONSE FORM

From:

...Cost is to include all labor, materials, mailings, fees **and taxes** to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. New Mexico Gross Receipts Taxes are not to be included in the hourly cost for each job classification. Gross Receipts Tax and direct travel are the only cost, other than the hourly fee, that the Agency will authorize.

To:

...Cost is to include all labor, materials, mailings, and fees to provide the Services described in Section IV. A., (as amended by any current RFP amendments) for a four year term, one year with three one year amendments. New Mexico Gross Receipts Taxes are not to be included in the hourly cost for each job classification. Gross Receipts Tax and direct travel are the only cost, other than the hourly fee, that the Agency will authorize.

Job Classification Definitions

The following shall be incorporated as part of the existing Appendix D. Cost Response Form. Job Classification Definitions are to be used as reference for preparing the Cost Estimate. "Preferred Education and Experience" are general guidelines. "Functional Responsibilities" does not include all task assignments anticipated for implementation throughout the contract term.

Program Manager

Preferred Education and Experience

Bachelor's degree and 10 years of experience or equivalent. Excellent communication, interpersonal, organizational, and analytical skills. Working knowledge of word processing and integrated software applications. Position may require travel.

Functional Responsibilities

- Provides administrative and technical leadership for completing multiple contracts, including responsibility for cost, schedule and overall performance.
- Plans and procures necessary staffing to achieve work completion milestones and deliverables.
- Is responsible for individual business elements being conducted in compliance with applicable federal, state and local laws and regulations.
- Is responsible for implementing a sound plan or organization and controls.
- Monitors fulfillment of contract requirements to ensure quality and timeliness of services/deliverables to various customers.
- Supervises, coordinates, provides leadership to, and reviews the work of assigned staff and/or contracts.
- Interfaces with customers on a regular basis in support of engineering and program management activities.
- Monitors customer feedback and advises on a broad range of issues related to

- products/services being delivered.
- Performs multidisciplinary analysis of system designs to determine compliance with specifications and standards.
- Directs the investigation and resolution of operational problems in conjunction with other personnel.

Project Manager

Preferred Education and Experience

Bachelor's degree in Business Administration or similar and 5 years of job-related experience or equivalent. Excellent written communications skills. High level knowledge of word processing and integrated software applications. Exceptional organizational skills and detail-oriented task performance. Position may require travel.

Functional Responsibilities

- Leads and mentors personnel assigned to program support functions.
- Interfaces with internal functional teams and external customers for planning, prioritization, and issue resolution of overall activities in the support and achievement of customer goals.
- Interacts and advises customers, through the application of specific program knowledge and SME, in executing program management tasks.
- Analyzes requirements, reviews, and coordinates with internal and external customers to generate program documentation such as plans, schedules, briefings, reports, correspondence, contact/contract modifications, technical instructions, technical procedures or related material.
- Analyzes and tracks project budgets, schedules and deliverables, and conducts research into specific areas and prepares and reports findings to the customer.
- Creates and maintains master files/schedules related to program history, execution and status for the life of the program (from inception to disposal).
- Reviews, analyzes, provides technical comments and assessment of technical and nontechnical program reports and researches specific areas and prepares findings.
- Interfaces with internal and external principal program participants for planning and prioritization of overall activities and resolution of issues to support customer goals.

Senior Advisor

Preferred Education and Experience

Bachelor's degree and 15 years of experience or equivalent. Excellent communication, interpersonal, organizational, and analytical skills. High level knowledge of word processing and integrated software applications. Position may require travel.

Functional Responsibilities

- Provides administrative and technical leadership in the organization, formation and ongoing operation of several business elements, including responsibility for cost, schedule and overall performance.
- Is responsible for individual business elements being conducted in compliance with applicable federal, state and local laws and regulations.
- Represents the company as appropriate in its relationship with customers, employees, suppliers, government industry groups, community organizations and professional associations.
- Is responsible for implementing a sound plan or organization and controls.

- Supervises, coordinates, provides leadership to, and reviews the work of assigned staff and/or contracts. Supports engineering and program management oversight activities.
- Monitors customer feedback and advises on a broad range of issues related to products/services being delivered.

Principal Consultant

Preferred Education and Experience

Bachelor's degree in Engineering Business/Logistics or similar and 10 years of job-related experience or equivalent. Good communications skills. Working knowledge of word processing and integrated software applications. Organizational skills and ability to perform detail-oriented work. Position may require travel.

Functional Responsibilities

- Collaborates daily with customer(s) to determine specific needs and requirements and to counsel within the expert area, including overseeing task execution.
- Develops and/reviews program reports, technical papers, drawings, specifications, procedures, etc.; provides comments; organizes, consolidates, and adjudicates comments from various organizations; and prepares reports.
- Performs expert-level review, analysis, and validation of engineering and logistics products and prepares executive-level reports and briefs.
- Consults as industry expert with senior engineering, logistics managers, program managers and customers, advising on technology, policy development, planning and implementation.
- Interfaces with various technical, engineering, and logistics team leaders to exchange information and coordinate related task performance.

Senior Consultant

Preferred Education and Experience

Vocational/Technical school or Associate's degree and 8 years of job-related experience or equivalent or a Bachelor's degree in the appropriate field and 5 years of experience. Excellent communications skills. Exceptional analytical skills. Working knowledge of computer systems and integrated software application programs. Position may require travel.

Functional Responsibilities

- Performs a range of design, development, analysis, or review tasks independently.
- Generates complete design specifications and/or procedures for complex assignments.
- Acts as a lead on complex tasks and is responsible for design, analyses, or design reviews.
- Provides technical data and evaluation for components, equipment and systems consistent with engineering plans, layout and contract requirements.
- Coordinates and works closely with other engineering, logistics, financial, and program management disciplines to define system specifications and requirements.

Staff Consultant

Preferred Education and Experience

Vocational/Technical school or Associate's degree and 8 years of job-related experience or equivalent. Excellent communication. High level analytical skills. Working knowledge of computer systems and integrated software application programs. Position may require travel.

Functional Responsibilities

- Performs a range of design, development, analysis, or review tasks independently.
- Generates complete design specifications and/or procedures for complex assignments.
- Acts as a lead on complex tasks and is responsible for design, analyses, or design reviews.
- Provides technical data and evaluation for components, equipment and systems consistent with engineering plans, layout and contract requirements.
- Coordinates and works closely with other engineering, logistics, financial, and program management disciplines to define system specifications and requirements.
- Creates drawings, illustrations, or cartoons for publications and presentations.

Associate Consultant

Preferred Education and Experience

Bachelor's degree in a technical field or Vocational/ Technical school or Associate's degree and at least 2 years of job-related experience or equivalent. Good communication and analytical skills. Working knowledge of computer systems and integrated software application programs. Position may require travel.

Functional Responsibilities

- Contributes to design specifications and/or procedures for complex assignments.
- Provides technical data and evaluation for components, equipment and systems consistent with engineering plans, layout and contract requirements.
- Works closely with other engineering, logistics, financial, and program management disciplines to define system specifications and requirements.
- Creates drawings, illustrations and cartoons for publications and presentations.

Senior Analyst

Preferred Education and Experience

Bachelor's degree in Business or similar and at least 3 years of job-related experience or equivalent. Good written communication skills. Working knowledge of word processing and integrated software applications. Organizational skills and ability to perform detail- oriented work. Position may require travel.

Functional Responsibilities

- Conducts research and prepares financial analyses and forecasts.
- Generates management tools to effectively control programs.
- Generates reports documenting findings.
- Conducts research into procurement practices and assesses/implements improvements to or compliance with acquisition procedures.
- Prepares computerized programs utilizing commercial software to manage tasks.
- Maintains database to produce monthly financial reports. Tracks, processes and distributes deliverables and monitors comment status.

Analyst/Technician

Preferred Education and Experience

Associate's degree and 3 years of job-related experience or equivalent. Good oral and written communication skills and familiarity with word processing, database, spreadsheet and integrated software applications. Position may require travel.

Functional Responsibilities

- Prepares contract expenditure versus estimated budget report for contract oversight on a regularly scheduled basis for use in monitoring contract costs.
- Prepares and tracks contract budget spreadsheets.
- Prepares actual costs incurred reports on a regularly scheduled basis.
- Prepares reports for contract deliverable submissions.
- Prepares procurement requests, processes sub-contractor invoices and monitors subcontractor cost reports for accuracy and completeness.
- Prepares and maintains files of Letters of Transmittals.

Clerical/Word Processing

Preferred Education and Experience

Bachelor's degree in English or Journalism and 5 years of job-related experience or equivalent. Excellent written communications skills; working knowledge of word processing and integrated software applications; organizational skills and ability to perform detail-oriented work are required. Position may require travel.

Functional Responsibilities

- Advises, manages, and mentors personnel assigned to technical documentation function.
- Interfaces with engineers and technical professionals in writing, editing and publishing various types of documents (e.g., test plans, test reports, survey reports).
- Oversees in-house production flow of technical publications. Tracks and monitors flow of all documents from inception to distribution of final copies. Identifies and corrects problem areas as they arise.
- Provides final quality assurance check for all document deliverables.
- Utilizes appropriate computer software for document production. Investigates and implements best ways to produce documentation electronically.
- Directs classification, indexing, cataloging, and storage of books, periodicals, papers, microfilms, classified reports and documents stored on various media, including electronic.

Senior Administrative

Preferred Education and Experience

Vocational/technical training beyond high school and 3 years of job-related experience or equivalent. Requires advanced capability to operate application software, including word processing and spreadsheet programs.

Functional Responsibilities

- Prepares and maintains word processing, spreadsheets, databases, and/or other software files and information.
- Prepares technical reports, including gathering information and data, analyzing, organizing, and presenting in a logical, persuasive manner the conclusions of the information.
- Reads, understands, and brings to management's attention items requiring attention from a variety of data and reports sent to the office for action.
- Gathers data from various sources and synthesizes the options for action from that data, for the decision making process.
- In concert managers, designs and implements the necessary business processes to facilitate the effective functioning of the office.

- Organizes and maintains files in accordance with applicable procedures.
- Schedules appointments, arranges meetings, and prepares required materials. May attend meetings and record and report on proceedings.

Staff Administrative

Preferred Education and Experience

Vocational/technical training beyond high school and 1 year of job-related experience or equivalent. Requires basic skills in operating application software, including word processing and spreadsheet programs.

Functional Responsibilities

- Word processes correspondence and reports; proofs material.
- Maintains engineering files and recurring reports.
- Coordinates meetings, schedules, and travel arrangements.
- Distributes, tabulates and enters time sheets and staff expenses.
- Prepares technical reports, charts, tables, databases and a wide variety of material in specific formats.

Associate Administrative

Preferred Education and Experience

Vocational/technical training beyond high school and 1 year of job-related experience or equivalent. Requires some knowledge of operating software programs.

Functional Responsibilities

- Prepares and submits reports, invoices, vouchers, and other documents.
- Schedules daily workflow and ensures coordination of completed projects.
- Performs and coordinates duties in one or more of the following areas: accounting, purchasing, marketing, office services, and security.
- Processes, inputs and retrieves data, and manages databases, as required.