

Luna County
Office of Emergency Services

Luna County/City of Deming Hazard Mitigation Plan
Revision/Update Services
Request for Proposals (RFP)
RFP# FY 101-04

Introduction

The Luna County Office of Emergency Services (hereinafter “OES”) seeks proposals from consulting firms to provide consulting services to revise and update the Luna County/City of Deming and surrounding townships Hazard Mitigation Plan (hereinafter “HMP”).

Requests for qualifications-based competitive sealed proposals will be received at the office of the Luna County Budget and Procurement Director, 700 S. Silver Avenue, Room 53, Deming, NM 88030, prior to Monday, April 1, 2013 at 4:00 P.M. (MST) at which time the said proposals will be opened and recorded as received. Award consideration will be at the next regularly scheduled Commission meeting after evaluations are complete. This Request for Proposal is for the Luna County/City of Deming Hazard Mitigation Plan Revision and Update.

The envelope containing the completed request for proposal and literature must be marked "Request for Proposal Luna County/City of Deming Hazard Mitigation Plan RFP# FY 101-04" and addressed as follows:

MAIL TO: Luna County Budget and Procurement Department
700 S. Silver Ave
Deming, NM 88030

OR: Hand deliver your proposal to the office of the Budget & Procurement Director at the Luna County Courthouse, 700 S. Silver Ave, Room 53, Deming, NM.

Submissions must be made no later than **April 1, 2013, 4:00 P.M. (MST)**. **Late submissions will not be accepted and will be returned unopened to the Offeror.**

Background

Luna County is located in the Southern half of the State of New Mexico and has a land area of 2,965 square miles with a population of 25,000 people. The County of Luna in conjunction with the City of Deming provides an extensive array of services including police, fire, engineering, transportation, maintenance, parks and recreation, planning, building, and traditional internal management support functions.

Luna County's goal is to update a current HMP which needs to be maintained and enhanced. The HMP will include Luna County, City of Deming as well as the incorporated participating entity of Village of Columbus.

The City of Deming and the Village of Columbus are within the borders of Luna County. The awarded Offeror (hereinafter "Contractor") will be tasked to revise the current Hazard Mitigation Plan. The plan will include a thorough Hazard Identification, Analysis and Risk Management component that will include an initial capability assessment and an implementation strategy for the jurisdiction which will incorporate guidelines and planning considerations specifically for each municipality. This planning approach will allow a unified system and a standardized capability within the jurisdiction.

The Contractor, under the direction of the OES, will facilitate the project. It is essential that all major agencies have input in the planning process to ensure that their needs and capabilities are included in the HMP. Therefore, the Contractor will ensure involvement of the OES and the incorporated participating entities of the City of Deming and the Village of Columbus. The Contractor will conduct a final workshop for all stakeholders to present the final draft plan. The Contractor will provide an organized structure to assure the HMP content is consistent with local, state and federal guidelines.

Project Management

The Luna County Office of Emergency Services will be the administrative agent for the plan. As such, management of and contract administration for the plan are the primary responsibilities of the staff of the OES. The OES will provide available data, background information and existing reports as necessary to the Contractor to assist in the preparation of the Revised/Updated HMP. If necessary the OES will provide relevant GIS datasets to the Contractor for the purpose of the HMP development. Any new datasets created by the Contractor in preparing the HMP shall be provided to the OES in an ESRI Geodatabase or Shapefile format that seamlessly integrates into Luna County's Planning Department data management system. All data created for the planning and development of the HMP becomes property of Luna County.

Scope of Work and Deliverables

Contractor shall provide to the OES a final product known as the Luna County/City of Deming Hazard Mitigation Plan. The HMP shall encompass all territory within the bounds of Luna County, regardless of political entities therein.

The HMP shall at a minimum consist of the following components:

1. A Hazard Identification, Analysis and Risk Management Components, a Capability Assessment, Assessment of Alternative Hazard Mitigation Measures, and a Needs and Development of HMP Implementation Strategy
2. In order that the OES may adequately evaluate the progress of the Contractor's performance the Contractor shall make available to the OES a Monthly Activity Report as well as a Quarterly Progress Report. The said reports shall contain a description of the work accomplished to date, the methods and procedures used, a statement of the impact of the project, and other such information as may be of assistance to the OES in its evaluation.
3. The Contractor shall submit to the OES five (5) copies of the Final DRAFT HMP. The Final DRAFT must be submitted to the OES for review by **February 3, 2014**. The Final DRAFT should be essentially complete, but not yet adopted, to be sent to NM Department of Homeland Security and Emergency Management and then to FEMA Region 6 for final approval. The Contractor will be responsible for implementing any changes required by NMDHSEM and FEMA Region 6 to the HMP Plan within thirty (30) days of notification of required changes. The HMP shall include all of the information called for in Paragraph 1 above for the entire term of the agreement. The HMP should follow the following format:
 - A. Microsoft Word document format, 2003 or later, and include table of contents; Glossary of terms; Index.
 - B. One tabbed PDF format document on CD or jump drive media.
 - C. Paper size printable at 8 ½" x 11".
 - D. Final DRAFT of the HMP must be placed in appropriate 3-ring binders (standard 3-hole format).
4. The HMP must be consistent with the State of New Mexico Mitigation Plan. OES is required to adopt the Final Plan by the jurisdiction, and submit to FEMA for a final approval.
5. All payments will be made on the actual cost basis and upon receipt by the OES of appropriate documentation (i.e. Invoice). Final payment will be paid to the Contractor after all deliverables set forth in the Scope of Work and Deliverables have been met.
6. If performance is not started within thirty (30) days of the original starting date of the award, the Contractor shall respond, by letter, to the OES the steps taken to initiate the performance, the reason for delay, and the expected starting date. Time is of the essence in the completion of work identified.
7. The Contractor, under the direction of OES, will facilitate the project. It is essential that all major agencies have input in the planning process to ensure that their needs and capabilities are included in the plan. Therefore, the Contractor will ensure

involvement of the OES and the municipalities and the community at large as required by FEMA guidelines.

8. The Contractor will then conduct a final workshop for all stakeholders to present the final draft plan. The Contractor will be required to submit a final plan to the Luna County Office of Emergency Services within the specified time requirement for this award.
9. At completion of this project, Luna County, including the City of Deming and the Village of Columbus, will have a current, comprehensive HMP.

Copyright Issues

The revised and updated Luna County/City of Deming Hazard Mitigation Plan shall become sole property of the OES upon completion. The contractor shall have no copyrights to the revised and updated HMP.

Evaluation Criteria

The following list is provided for information purposes only; the evaluation committee will examine proposals and award points according to the criteria below.

1. Professional Qualifications	20 points
A. Provide Copies of Certifications and Awards	
B. Provide Resumes of Key Personnel	
2. Experience	40 points
A. Experience with other Government Entities	
B. Demonstrated capability of providing requested services	
3. Knowledge and Proposal	25 points
Description of proposal and services to be provided	
4. References	10 points
5. Cost Proposal	5 points
TOTAL AVAILABLE POINTS	100 points

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1 *Addendum* means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: Addenda

- 1.2 *Consultant* means the Successful Offeror awarded the Agreement/Contract.
- 1.3 *Determination* means the written documentation of a decision of the procurement officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978.).
- 1.4 *Offeror* means any person, corporation, or partnership that provides professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.
- 1.5 *Procurement Manager* means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6 *Request for Proposals or "RFP"* means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 NMSA 1978).
- 1.7 *Responsible Offeror or Proposer* means an offeror or proposer, 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 described in the proposal (§13-1-83 NMSA 1978).
- 1.8 *Responsible Offer or Proposal* means an offer or proposal, 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 (§13-1-85 NMSA 1978).
- 1.9 The terms must, shall, will, is required, or are required, identify a mandatory item or factor, failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 1.10 The terms can, may, should, preferably, or prefers, identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 Copies of Requests for Proposals

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RPF).
- B. A Complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The Contracting Agency, in making copies of the Request for Proposals available on the above terms, does so only for the purpose of obtaining

proposals on the project and does not confer a license or grant for any other use.

- D. A copy of the RFP shall be made available for public inspection and shall be posted on the website of the Contracting Agency.

2.2 Interpretations

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposal will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contract Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3 Addenda

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile, or hand delivered to all who are known, by the Contracting Agency, to have received a complete set of Request for Proposals.
- B. Copies of Addenda will be made available for inspection wherever Request for Proposals is on file for that purpose.
- C. No Addenda will be issued later than five days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one that includes postponement of the date for receipt of Proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 Number, Form, and Style of Proposals

- A. Offerors shall provide copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 ½" X 11" paper and bound on the left-hand margin.
- C. A maximum of 45 pages, including title, index, etc., not including front and back covers.
- D. Offerors shall submit a clearly marked original proposal and four (4) additional copies of the proposal.

- E. The firm's statement of qualifications must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:
- Letter of transmittal;
 - Firm's qualifications, including subconsultants and experience in field of hazard mitigation;
 - Assigned personnel experience and expertise on related projects;
 - References, minimum of three, on past record of performance;
 - Project understanding and familiarity with contracting community issues;
 - Work plan, services offered and availability schedule, in response to the scope of services;
 - Work will be performed in New Mexico;
 - Ability and resources to effectively manage and complete work on schedule;
 - Proposed fee;
 - Campaign Contribution Disclosure Form; and
 - Other supporting or resource material.
- F. Any proposal that does not adhere to this format and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- G. Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters that clearly are of a confidential nature will be considered.
- H. Any cost incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2 Subconsultants

- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to, suspension or debarment by the Contracting Agency.

3.3 Prequalification Process

A business may be prequalified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include, but shall not be limited to, such prequalified business (§13-1-134 NMSA 1978). For

the purpose of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4 Debarred or Suspended Contractors

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180 and §13-4-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5 Submittal of Proposals

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Request for Proposal Title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.
- B. The envelope shall be addressed to the Purchasing Agency/Procurement Manager of the Contracting Agency. The following information shall be provided on the front lower left corner of the bid envelope: Request for Proposals Title, Request for Proposals Number, date of closing, and time of closing. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or designee and will be clocked in/time-stamped at the time received, which must be prior to the time specified.
- E. After the date established for receipt of proposals, a register of proposals will be prepared, which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6 Correction or Withdrawal of Proposals

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time established for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where proposals are to be received.

- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the Request for Proposals.
- 3.7 Notice of Contract Requirements Binding on Offeror
- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals with regard to federal, state, and local requirements that are a part of this Request for Proposals.
 - B. Laws and Regulations. The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.
- 3.8 Rejection or Cancellation of Proposals
- This Request for Proposal may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-31 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1 Receipt, Opening, and Recording

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiating process (§13-1-116 NMSA 1978).

4.2 Proposal Evaluation

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable;
 - 2. Potentially acceptable, that is, reasonably assured of being acceptable;
 - or
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly.)
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror that do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).

C. If an Offeror, who otherwise would have been awarded a contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry, with respect to responsibility, is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses not selected shall be so notified, in writing, within twenty-one days after an award is made (§13-1-120 NMSA 1978).

D. Selection Process (§13-1-120 NMSA 1978):

1. The evaluation of proposals will be performed by an evaluation committee composed of representative selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses, in regard to the particular project, and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to furnish the required services.
2. If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
 - a. Rank in order of qualifications and submit to the local governing body for award those businesses that have submitted a statement of qualifications; or
 - b. Recommend termination of the selection process and send out new notices of the proposed procurement, pursuant to §13-1-104 NMSA 1978.

4.3 Negotiations (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined, in writing, to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity, and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.

- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business, or the procurement process is terminated, and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. Notice of Award

After award by the local governing body, a written Notice of Award shall be issued by the contracting Agency after review and approval of proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1 Protests

- A. Any Offeror, who is aggrieved in connection with a solicitation or award of an agreement, may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk, in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than fifteen calendar days after the facts or occurrences giving rise thereto (§13-1-173 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-174 NMSA 1978).
- C. The Purchasing Agent or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning the procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- D. The Purchasing Agent or designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1. State the reasons for the action taken; and
 - 2. Inform the protestant of the right to judicial review of the determination, pursuant to §13-1-183 NMSA 1978.

- E. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

5.2 Execution and Approval of Agreement

The agreement shall be signed by the successful Offeror and returned within a specified time frame after the date of the Notice of Award. No agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3 Notice to Proceed

The Contracting Agency will issue a written Notice to Proceed to the contracted Consultant.

5.4 Offeror's Qualification Statement

The Offeror, to whom award of an agreement is under consideration, shall submit, upon request, information to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978).

6. CAMPAIGN CONTRIBUTION DISCLOSURE AND PROHIBITION

- 6.1 A prospective contractor, subject to the provisions of §13-1-191.1 NMSA 1978, 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 (governing body) of the Contracting Agency 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 and 00/100 dollars (\$250.00) over a two-year period. See Exhibit A: Campaign Contribution Disclosure Form.
- 6.2 The form shall be filed with the Contracting Agency as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the contractor signs the contract.
- 6.3 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.
- 6.4 A prospective contractor or 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 officials' employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

- 6.5 A solicitation or proposed award for a proposed contract may be canceled pursuant to §13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to §13-1-181 NMSA 1978 if:
- A. A prospective contractor fails to submit a fully completed disclosure statement, pursuant to this section; or
 - B. 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.
- 6.6 As used in this section:
- A. *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;
 - B. *Family member* means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law;
 - C. *Pendency of the procurement process* means the time period commencing with the public notice of request for proposals and ending with the award of the contract or the cancellation of the request for proposals;
 - D. *Prospective contractor* means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code, §13-1-28 NMSA 1978, or is not required to submit a competitive sealed proposal, because that person qualifies for a sole source or small purchase contract; and
 - E. *Representative of the 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.

7. OTHER INSTRUCTIONS TO OFFERORS

None.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement between the Contracting Agency and Consultant (planning professionals) shall be governed exclusively by the laws of the State of New Mexico, as the same from time to time exist.

2. INDEPENDENT CONTRACTORS

The Consultant and his/her agents and employees are independent contractors and are not employees of the Contracting Agency. The Consultant and his/her agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency, as a result of the Agreement.

3. BRIBES, GRATUITIES, AND KICKBACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978, that prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §13-1-28 through §13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected. Construction Observation, if appropriate or required, will be calculated on a Payroll Cost times a multiplier. Additional services will be calculated on a Payroll Cost times a multiplier or as appropriate or agreed upon.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. PROFESSIONAL LIABILITY INSURANCE

The Offeror will be required to carry professional liability (errors and omissions) insurance.

EVALUATION CRITERIA

Each proposal must address each of the following criteria and may be awarded points up to the amount indicated below.

	Suggested Points	Points this RFP
Professional Qualifications	20	
-Provide Copies of Certifications and Awards		
-Provide Resumes of Key Personnel		
Experience	40	
-Experience with other Government Entities		
-Demonstrated capability of providing requested services		
Knowledge and Proposal	25	
Description of proposal and services to be provided		
References	10	
Cost Proposal	5	
TOTAL POINTS	100	

EXHIBIT A**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

This form applies to prospective contractors with the state or a local public body pursuant to the requirements of §13-1-112 NMSA 1978. A prospective contractor subject to this procurement 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 (member of the governing body) 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 \$250 over the two year period.

Public

J. Jay Spivey	Rep. Dona Irwin	
Joe L. Milo Jr.	Sen. John Arthur Smith	
R. Javier Diaz		

Officials

Campaign Contributions [\[to be filled in by prospective contractor\]](#)

Public Official	Date of Contribution	Amount of Contribution	Purpose of Contribution

Or ☐ [\[check\]](#) No contribution has been made to any public official listed above.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing or 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.

A solicitation or proposed award for a proposed contract may be canceled pursuant to §13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to §13-1-181 NMSA 1978 if

A. A prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

B. 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.

As to definitions, see General Terms and Conditions, Section 7 of this Request for Proposals.

I affirm or swear that the information provided on this form is true and correct to the best of my knowledge.

Printed Name and Signature of Prospective Contractor

Date: