

**TORRANCE COUNTY
STATE OF NEW MEXICO
REQUEST FOR PROPOSALS (RFP)**

**Hazard Mitigation Plan
Update for
Torrance County/Town of Estancia/City of Moriarty/Town of
Mountainair/Village of Willard/Village of Encino/Claunch-
Pinto Soil and Water Conservation District**



RFP TC FY24-25-003

**TORRANCE COUNTY PURCHASING
205 S Ninth Street
P.O. Box 48
Estancia, NM 87016**

July 15, 2024

Table of Contents

| | |
|--|----|
| I. ADVERTISEMENT | 4 |
| II. INTRODUCTION..... | 4 |
| A. PURPOSE OF THIS REQUEST FOR PROPOSAL | 5 |
| B. SCOPE OF WORK..... | 5 |
| C. INSURANCE REQUIREMENTS..... | 7 |
| D. DESIGNATED PROCUREMENT SPECIALIST | 8 |
| E. DEFINITION OF TERMINOLOGY..... | 8 |
| III. CONDITIONS GOVERNING THE PROCUREMENT | 10 |
| A. SEQUENCE OF EVENTS | 10 |
| B. EXPLANATION OF EVENTS..... | 10 |
| 1. <i>Issuance of RFP</i> | 10 |
| 2. <i>Pre-Proposal Conference</i> | 10 |
| 3. <i>Acknowledgement of Receipt Form</i> | 10 |
| 4. <i>Deadline to Submit Additional Written Questions</i> | 11 |
| 5. <i>Response to Written Questions</i> | 11 |
| 6. <i>Submission of Proposal</i> | 11 |
| 7. <i>Proposal Evaluation</i> | 12 |
| 8. <i>Selection of Finalists (If Applicable)</i> | 12 |
| 9. <i>Best and Final Offers from Finalists (If Applicable)</i> | 12 |
| 10. <i>Oral Presentation by Finalists (If Applicable)</i> | 12 |
| 11. <i>Contract Negotiations</i> | 12 |
| 12. <i>Contract Award</i> | 12 |
| 13. <i>Right to Protest</i> | 13 |
| C. GENERAL REQUIREMENTS | 13 |
| 1. <i>Acceptance of Conditions Governing the Procurement</i> | 13 |
| 2. <i>Incurring Cost</i> | 13 |
| 3. <i>Prime Contractor Responsibility</i> | 13 |
| 4. <i>Subcontractors</i> | 14 |
| 5. <i>Amended Proposals</i> | 14 |
| 6. <i>Offerors' Rights to Withdraw Proposal</i> | 14 |
| 7. <i>Proposal Offer Firm</i> | 14 |
| 8. <i>Disclosure of Proposal Contents</i> | 14 |
| 9. <i>No Obligation</i> | 15 |
| 10. <i>Termination</i> | 15 |
| 11. <i>Sufficient Appropriation</i> | 15 |
| 12. <i>Legal Review</i> | 15 |
| 13. <i>Governing Law</i> | 15 |
| 14. <i>Basis for Proposal</i> | 15 |
| 15. <i>Contract Terms and Conditions</i> | 15 |
| 16. <i>Contract Deviations</i> | 15 |
| 17. <i>Offeror Qualifications</i> | 16 |

18. *Right to Waive Minor Irregularities* 16

19. *Change in Contractor Representatives*..... 16

20. *Notice*..... 16

21. *County Rights*..... 16

22. *Right to Publish*..... 16

23. *Ownership of Proposals*..... 16

24. *Electronic Mail Address Recommended*..... 16

25. *Preferences in Procurement by Torrance County* 17

IV. RESPONSE FORMAT AND ORGANIZATION 18

 A. NUMBER OF RESPONSES 18

 B. NUMBER OF COPIES..... 18

 C. PROPOSAL FORMAT 18

V. SPECIFICATIONS 20

 A. INFORMATION..... 20

 B. QUALIFICATIONS AND SUBMITTAL REQUIREMENTS 20

 C. EVALUATION FACTORS 20

 1. *Introduction*..... 20

 2. *Technical Competence and Specialized Experience*..... 20

 3. *Capacity and Capability* 20

 4. *New Mexico Produced Work* 21

 5. *Quality Assurance & Completeness of Proposal*..... 21

 D. COST PROPOSAL (Appendix D)..... 21

VI. EVALUATION 22

 A. EVALUATION SCORING..... 22

 B. EVALUATION PROCESS..... 23

VII. APPENDICES 24

 A. ACKNOWLEDGEMENT OF RECEIPT 24

 B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM..... 25

 C. PROPOSED FEE SCHEDULE 29

 D. SAMPLE AGREEMENT 30

 E. CONFLICT OF INTEREST STATEMENT..... 41

 F. FEDERAL CLAUSES 42

 G. 2017 HAZARD MITIGATION PLAN..... 49

I. ADVERTISEMENT

Torrance County, New Mexico

UPDATING THE 2017 HAZARD MITIGATION PLAN FOR TORRANCE
COUNTY/TOWN OF ESTANCIA/CITY OF MORIARTY/TOWN OF
MOUNTAINAIR/VILLAGE OF WILLARD/VILLAGE OF ENCINO/CLAUNCH-PINTO
SWCD

Torrance County is requesting proposals from qualified professionals or firms to update the existing Hazard Mitigation Plan for Torrance County. All proposals submitted shall be valid for ninety (180) days subject to action by the County. Torrance County reserves the right to reject any proposal in part or in whole. A completed proposal shall be submitted indicating **RFP #TC FY24-25-003 Hazard Mitigation Plan Update** along with the Offeror's name and address clearly marked on the outside of package. All proposals must be received by **2:00 PM on July 29, 2024, at the Torrance County Purchasing Division c/o Kristin Saavedra, 205 S Ninth St. / PO Box 48 in Estancia, NM 87016.**

By submitting a proposal for the requested services each Offeror certifies that it is a qualified firm, and its proposal complies with the requirements stated within the Request for Proposals.

Torrance County reserves the right to reject any and all proposals if it is not in the best interest of the County or waive any informality in the proposal process. The Request for Proposal process will be conducted according to the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) which imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Kristin Saavedra, Chief Procurement Officer, 205 S Ninth St in Estancia, NM 87016, by telephone at (505) 544-4720 or by email at ksaavedra@tcnm.us. You may also access the solicitation on our website at <https://www.torrancecountynm.org/rfb-rfp>.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY TORRANCE COUNTY.

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Torrance County is responsible for assuring public safety of all residents and property within the exterior boundaries of the County of Torrance. To assist the County in funding this effort, the County has applied for and has received funding from FEMA to access future Disaster Mitigation Funds.

The Hazard Mitigation plan will identify all community risks, set priorities & establish mitigation projects to reduce community impacts from disasters. Hazard mitigation is defined by FEMA as "any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event." The results of a three-year, congressionally mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spent on mitigation saves society an average of \$4 in avoided future losses in addition to saving lives and preventing injuries (National Institute of Building Science Multi-Hazard Mitigation Council 2005).

Hazard mitigation planning is the process through which hazards are identified, likely impacts determined, mitigation goals set, and appropriate mitigation strategies determined, prioritized, and implemented. This plan documents Torrance County's hazard mitigation planning process and identifies relevant hazards and vulnerabilities and strategies the County will use to decrease vulnerability and increase resiliency and sustainability in the community.

The 2017 Hazard Mitigation plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002, (44 CFR §201.6) and finalized on December 2017. (Hereafter, these requirements and regulations will be referred to collectively as the Disaster Mitigation Act (DMA) or DMA 2000.) While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for the County to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288).

B. SCOPE OF WORK

Torrance County will be updating the current Hazard Mitigation Plan (dated 2017). This will result in a FEMA approved multi-hazard mitigation plan that will be in compliance with 44CFR Part 201.

The County is going to address previous deficiencies by ensuring that the updated HMP is distributed to every organization involved in the plan, as well as ensure that the organizations understand their roles/responsibilities with the plan. Torrance County Office of Emergency Management will be monitoring each item on the plan. This will be performed annually. The Plan priorities will be determined by the community input, planning team input and feasibility

of items.

Torrance County Office of Emergency Management will be responsible for the oversight on the Hazard Mitigation Plan update. Activities of the plan update will be performed by the selected contractor. Each jurisdiction will be invited to be a part of the Planning Team and provide input throughout the entire process.

Task 1: Procure Contractor

Procure a contractor according to the 2CFR, Federal, State, and local procurement regulations and following all local jurisdictional or tribal procurement regulations. Torrance County will create a Request for Bid (RFB) for this project and will follow procurement rules/laws.

Task 2: Establish Planning Team, Meetings, Data Collection

1. Stakeholders from the County and Municipalities, as well as stakeholders from the community and utility districts will be involved. Subject matter experts from government and the private sector will be recruited. Torrance County will communicate electronically, and in person to form a Hazard Mitigation Plan (HMP) Planning Team.
2. Torrance County has had a strong public presence in Hazard Planning. As the County revises the Hazard Mitigation Plan, public meetings will be a key consideration.
3. Conduct a “kick-off” meeting with primary contacts from each participating jurisdiction to describe the process, timeline and expectations of the plan revision.
4. A detailed agenda will be provided to the planning team and stakeholders as a contractor is awarded the project.
5. Torrance County Emergency Management will meet with the planning team for the update of each section of the Mitigation Plan.
6. Torrance County Emergency Management will work with the contractor to provide a draft text describing how the update addresses deficiencies of the previous plan. FEMA review “crosswalk” from the previous plan will be included in the updated plan.
7. The planning team will present the planning process to the elected and appointed officials of each jurisdiction.
8. Coordination among jurisdictions will be determined and explained in text within the plan.

Task 3: Public Involvement

1. Invite stakeholders from all entities (as defined in 44CFR 201) to participate.
2. Conduct public meeting(s), or other venue (zoom, etc.), for public review and comment at the draft stage and prior to final adoption.

Task 4: Draft the Plan Update

1. Hazard Identification and Risk Assessment
 - a. Create or update hazard profiles, location, extent, past occurrence, critical facility inventory, risk assessment, vulnerability and loss estimation. This information will be collected, and text drafted for each hazard for each participating jurisdiction.
2. Capability Assessment
 - a. Inventory the current capabilities to mitigate each hazard type for each jurisdiction.
3. Hazard Mitigation Actions

- a. Required for each hazard type for each jurisdiction (two actions per hazard, per jurisdiction at a minimum).
- 4. Develop mitigation goals, objectives and mitigation strategies
 - a. The planning team will research mitigation strategies and mitigation alternatives.
- 5. Identify opportunities for incorporation of the Mitigation Plan into other planning and implementation documents for each community.
- 6. Describe plan review, maintenance and update approach/schedule.

Task 5: Plan Revisions and Final Adoption

- 1. Present the updated plan to the HMP Planning Team for final review and comment. Incorporate comments.
- 2. Submit plan to DHSEM for review and comment. Then, respond to DHSEM comments and incorporate changes into draft. Respond to all required rounds of edits.
- 3. DHSEM will submit the draft plan to FEMA Region for review and comment. Respond to FEMA comments and incorporate changes in to draft. Respond to all required rounds of edits.
- 4. After FEMA issues the Approved Pending Adoption letter, each participating community will adopt the final version of the plan.
- 5. Submit final version of the plan with the adoption resolutions to DHSEM. DHSEM will submit the final plan to FEMA for a final approval letter.
- 6. The planning process will result in a FEMA-approved multi-hazard mitigation plan.

Task 6: Sub-grant Administration

- 1. Process and file all sub-grant documentation
- 2. Complete mandatory quarterly reporting
- 3. Prepare invoices on a quarterly basis
- 4. Complete budget and scope of work change requests or extension requests as needed
- 5. Submit final reconciled request for reimbursement
- 6. Sign close out documentation

C. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

- 1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Torrance shall be a named additional insured

on the policy.

3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

D. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below. All deliveries via express carrier should be addressed as follows:

Kristin Saavedra
 Chief Procurement Officer
 Torrance County Purchasing Division
 205 S Ninth St. / PO Box 48
 Estancia, New Mexico 87016
 Phone (505) 544-4720
 ksaavedra@tcnm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. *Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.*

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“*Close of Business*” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“*Commissioners*” means the elected Board of County Commissioners.

“*Contract*” or “*Agreement*” means a written agreement for the procurement of items of tangible personal property or services.

“**Contractor**” means a successful offeror who enters into a binding contract.

“**County**” means Torrance County.

“**Determination**” means the written documentation of a decision by the Procurement Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

“**Desirable**” The terms “may”, “can”, “should”, “preferably”, or “prefers”, identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“**Evaluation Committee**” means a body appointed by the County management to perform the evaluation of offeror proposals.

“**Finalist**” is defined as 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.

“**Mandatory**” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**Procurement Manager**” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“**Purchasing Division**” means the Torrance County Purchasing Division.

“**Request for Proposals**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**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.

“**Responsive Offer**” or “**Responsive 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.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

| <u>Action</u> | <u>Responsibility</u> | <u>Date</u> |
|--|--|-------------------------------|
| 1. Issue of RFP | Purchasing Division | July 15, 2024 |
| 2. Acknowledgement of Receipt Form | Offeror | July 18, 2024 5:00 pm |
| 3. Deadline to Submit Written Questions | Offerors | July 22, 2024 5:00 pm |
| 4. Response to Written Questions | Purchasing Division | July 24, 2024 5:00 pm |
| 5. Submission of Proposal | Offerors | July 29, 2024 2:00 pm |
| 6. *Proposal Evaluation | Evaluation Committee | July 31, 2024 |
| 7. *Selection of Finalists (If Applicable) | Evaluation Committee | August 05, 2024 |
| 8. *Oral Presentations (If Applicable) | Offeror | August 06, 2024 |
| 9. **Contract Award | County/ Finalist Offeror – Commission Meeting | August 28, 2024 9:00 am |
| 10. *Protest Deadline | Protest Manager/CPO | September 05, 2024 5:00 pm |

*Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

**Contract award is subject to approval of the Board of County Commissioners or Designee

Note: *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.*

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by Torrance County and the Purchasing Division.

2. Acknowledgement of Receipt Form

Potential offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm

placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business ***on the date indicated in the Sequence of Events at Section III.A***

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

3. Deadline to Submit Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

4. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN TIME) ON AUGUST 12, 2024.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II, D. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals TC FY24-25-003.**

Proposals must be delivered to:
 Kristin Saavedra
 Chief Procurement Officer
 Torrance County Purchasing Division
 205 S. Ninth St. / PO Box 48
 Estancia, New Mexico 87016
ksaavedra@tcnm.us

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

7. Selection of Finalists (If Applicable)

The Evaluation Committee may select, and the Procurement Specialist may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

8. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

9. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Tarrant County Purchasing Division, 205 S Ninth St, Estancia, New Mexico, or the Oral may be as a virtual presentation. Each presentation is typically limited to one (1) hour in duration.

10. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to terminate contract negotiations and enter into contract negotiations with the next most advantageous Offeror without undertaking a new procurement process.

11. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Tarrant County

Purchasing Specialist or Procurement Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The County reserves the right to award multiple contracts pursuant to NMSA 1978 13-1-153.

12. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Torrance County Purchasing Division:

Kristin Saavedra
 Torrance County Purchasing Division
 PO Box 48
 Estancia, New Mexico 87016

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Torrance County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-7, NMSA 1978. 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 data for which an Offeror has made a written request for confidentiality, the Torrance Procurement Manager shall examine the offeror's 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 confidential data.

9. No Obligation

This procurement in no manner obligates Torrance County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 County determines such action to be in the best interest of the County.

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 termination will be affected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work, or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic

mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Torrance County

The New Mexico/Native American Resident/Veteran Preferences shall not apply because the expenditures for this RFP includes federal funds.

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

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

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposals to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals. If submitting responses electronically via Dropbox, please submit two (2) separate files: one file for the proposal response and a separate file for the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 paper, with a font **no smaller than 12pt. pitch**, with nominal 1” margins and single line spacing. Proposals shall be bound with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- A. Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (optional)
- D. Response to County Terms and Conditions
- E. Response to Specifications – Evaluation Factors
- F. Offeror’s Additional Terms and Conditions
- G. Copy of insurance certificate
- H. Other supporting material (If applicable)
- I. Cost Proposal **(One in separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file)**
- J. Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee

with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- A. Identify the submitting organization;
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- E. **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- F. Be signed by the person authorized to contractually obligate the organization;
- G. Acknowledge receipt of any and all amendments to this RFP.
- H. Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is schedule to begin Month, Year.

B. QUALIFICATIONS AND SUBMITTAL REQUIREMENTS

1. Offerors must provide documentation that it possesses the personnel, experience and knowledge necessary to perform the services described under this RFP.
2. Offerors must be knowledgeable in the laws and regulations specific to 44 CFR 201.6.

Offeror's failing to provide this documentation may be considered non-responsive.

C. EVALUATION FACTORS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category, as points are assigned for responses to each.

1. Introduction

- A. Describe the Offerors vision/mission and business philosophy.
- B. Provide an overview of the vendor, including evidence of being a qualified vendor to re-write the 2017 Hazard Mitigation Plan

2. Technical Competence and Specialized Experience

- A. Provide information about your organization's specific technical experience with providing services comparable to the Scope of Work required in this RFP.
- B. Include years of experience providing these services for similar government or private entities of comparable size and complexity.
- C. Indicate the relevance of previous service contracts to the scope of work, including any specialized experience, specific knowledge, skills and ability to provide the services described in the Scope of Work.
- D. Include appropriate professional certifications and business licenses.

3. Capacity and Capability

- A. Include your team's organization and working relationships.
- B. Explain your project team's current workload and projected workload as demonstrating the ability to successfully provide and complete the requirements of the scope of services

in a timely manner.

- C. Include information of any subcontractor or consultant that the Offeror has indicated to be part of the project team including what areas of work they will perform.
- D. Any services that cannot be provided as required shall be noted.

4. New Mexico Produced Work

- A. Provide the percentage of your workforce that is New Mexico based.

5. Quality Assurance & Completeness of Proposal

- A. Explain your firm's quality assurance program in developing and writing plans for other governmental agencies or for the private sector.
- B. Demonstrate organizational quality and completeness throughout the proposal.

D. COST PROPOSAL (Appendix D) – Provide in a separate sealed envelope with the original proposal only.

Offeror shall propose its cost for the tasks listed in the scope of work. A cost sheet is provided in Appendix D.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the follow points:

- 1. Introduction..... 200 points
- 2. Technical Competence & Specialized Experience..... 200 points
- 3. Capacity & Capability 300 points
- 4. Availability to Provide 48-hour Response Time 150 points
- 5. Quality Assurance & Completeness of Proposal..... 150 points

- TOTAL POINTS..... 1000 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations". Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the 'shortlisted' evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

VII. APPENDICES

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

UPDATING THE 2017 HAZARD MITIGATION PLAN FOR TORRANCE COUNTY RFP

TC FY24-25-003

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **July 25, 2024**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Kristin Saavedra
Chief Procurement Officer
Torrance County Purchasing Division
205 S. Ninth St. / PO Box 48
Estancia, New Mexico 87016
ksaavedra@tnm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a 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: Attached to this form
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY

DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)



Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

Ryan Schwebach
District 2

Kevin McCall
District 1

Samuel Schropp
District 3

Janice Y. Barela
County Manager

Kathyrn Hernandez
Treasurer

Linda Jaramillo
Clerk

Jesse Lucero
Assessor

David Frazee
Sheriff

Josie Chavez-Eaton
Probate Judge

Attachment to Campaign Contribution Disclosure Form

**Current Torrance County
Elected Officials**

Chair Commissioner, District 2 – Ryan Schwebach

Vice Chair Commissioner, District 1 – Kevin McCall

Member Commissioner District 3 – Samuel Schropp

Assessor – Jesse Lucero

Clerk – Linda Jaramillo

Probate Judge – Josie Chavez-Eaton

Sheriff – David Frazee

Treasurer – Kathyrn Hernandez

APPENDIX C

PROPOSED FEE SCHEDULE

(APPENDIX C IS TO BE SUBMITTED WITH THE ORIGINAL PROPOSAL IN A SEPARATE FILE NAMED PROPOSED FEE SCHEDULE)

Vendor Name: _____ **Address:** _____

Phone: _____ **Email:** _____

Offerors must propose one firm, fixed, fully loaded hourly rate. The firm, fixed, fully loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice.

APPENDIX D

SAMPLE AGREEMENT

**SERVICE AGREEMENT BETWEEN TORRANCE COUNTY AND
[NAME OF CONTRACTOR OR VENDOR]
FOR UPDATING THE 2017 HAZARD MITIGATION PLAN FOR TORRANCE COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____ YEAR, by and between **TORRANCE COUNTY**, hereinafter referred to as the “County” and **[CONTRACTOR’S NAME]**, whose principal address is **[CONTRACTOR’S ADDRESS]** hereinafter referred to as the “Contractor”.

WHEREAS, TORRANCE COUNTY has experienced natural hazards that result in public safety hazards and damage to private and public property. The County currently has a Hazard Mitigation Plan; and

WHEREAS, pursuant to NMSA 1978 13-1-112, the County issued Request for Proposal (RFP) TC FY24-25-003 to solicit for Updating the 2017 Hazard Mitigation Plan; and

WHEREAS, the County determines the Contractor is the most qualified offeror; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

The Contractor shall: identify and provide an update to Torrance County’s Hazard Mitigation Plan.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement must be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may change the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the County and the Contractor, must be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement, the Contractor will be

compensated as follows:

- 1) The total amount payable to the Contractor under this Agreement must not exceed **\$XXXXXXX**, *exclusive* of NM GRT.
 - 2) This amount is a maximum and not a guarantee that the services 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. The County will notify the Contractor 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.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County’s receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.
- 1) The County’s representative for certification of acceptance or rejection of contractual items and services is **Janice Barela, 505-544-4703, jbarela@tcnm.us** or such other individual as may be designated in the absence of the County representative.
 - 2) The Contractor agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the Contractor’s services.
 - 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County will tender payment for the accepted items or services. In the event the County fails to make a tender payment within 30 days of the written certification accepting the items or services, the County will pay late payment charges of one and 1.5% per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement will not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will, become effective as of the date of last signature by the parties and terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement not to exceed four years total.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice must specify the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination but will not be liable for services performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Contractor. Such termination will be without penalty to the County, and the County will have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor must 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval will be void.

9. SUBCONTRACTING

The Contractor must not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will void.

10. PERSONNEL

- A. All services must be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) must not be employees of or have any contractual relationships with the County and (ii) must be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such services.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

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

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, and understandings between the parties, and all such agreements, and understandings are merged into this Agreement. No prior or contemporaneous agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this section will constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor must comply with all applicable laws, ordinances, and regulations.
- B. This Agreement will be construed in accordance with the substantive laws of the State

of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement will be state district courts of New Mexico, located in Torrance County.

20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, (including but not limited to legal costs) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County will have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section will not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement will not be affected and shall be valid and enforceable.

23. NOTICES

Any notice required to be given to either party by this Agreement must 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 County:
Kristin Saavedra
Torrance County Purchasing Division
PO Box 48
Estancia, New Mexico 87016

To the Contractor:
Name:
Address:
Phone:

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations under this Agreement do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and must maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FAX or ELECTRONIC SIGNATURES

The parties hereto agree that a facsimile or electronic signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

- A. General Conditions. The Contractor must submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor must procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Torrance County must be a named additional insured on the policy.
- C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), the Contractor must increase the maximum limits of any insurance required herein.
- D. Workers' Compensation. The Contractor must comply with the provisions of the Workers' Compensation Act.

28. PERMITS, FEES, AND LICENSES

Contractor will procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to complete and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S. Ninth Street, Estancia, NM 87016.

By: _____ Date: _____
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA

Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____,

YEAR.

Ryan Schwebach Chairman, District II

Kevin McCall Commissioner, District I

Samuel Schropp Commissioner, District III

Approved as to form:

Torrance County Attorney

Attest:

Linda Jaramillo Torrance County Clerk

CONFLICT OF INTEREST STATEMENT

STATE OF NEW MEXICO)

) ss.

COUNTY OF TORRANCE)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

Terms of the Conflict of Interest are inapplicable.

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$ _____

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee)
this _____ day of _____, 2024.

NOTARY PUBLIC

Terms of the Conflict-of-Interest Affidavit are inapplicable.

My Commission Expires:

APPENDIX F

FEDERAL CLAUSES

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at **2 C.F.R. §§ 200.317 – 200.327**. This guidance from the Roadmap to Procurement Compliance, Procurement Disaster Assistance Team (PDAT) August 2023 and is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.

Code of Federal Regulations, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Remedies Clause

For contracts more than the federal simplified acquisition threshold (SAT set at \$250,000 for procurements made on or after June 20, 2018), the contractor will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate in all contracts even when not required into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Termination for Cause and Convenience Clause

If procurements exceed \$10,000, the contractor will include provisions for termination for cause and for convenience in all contracts even when not required into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Equal Employment Opportunity Clause

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such

government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Davis-Bacon Act Clause

If applicable, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Copeland Anti-Kickback Act Clause

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Rights to Inventions Made Under a Contract or Agreement Clause

If applicable per the standard described above, the NFE must include the provisions at 37 C.F.R. § 401.2(a) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Contract Work Hours and Safety Standards Act Clause

“Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- 1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

Clean Air Act Clause

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to Torrance County and understands and agrees that Torrance County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act Clause

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

Suspension and Debarment Clause

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Byrd Anti-Lobbying Amendment

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.”

Recovered Materials Clause

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Domestic Preference Clause

If applicable per the standard described above, the NFE must include the provisions at 2 C.F.R. § 200.322 in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Please acknowledge compliance with the applicable federal clauses that apply to this solicitation:

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

Intentionally left blank

APPENDIX G
2017 HAZARD MITIGATION PLAN