

**TORRANCE COUNTY
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 Water Conservation District**



RFP # TC FY24-25-007

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

RFP Release Date: September 12, 2024

Proposal Due Date: October 03, 2024

Table of Contents

I. ADVERTISEMENT.....	4
II. INTRODUCTION	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL	5
B. SCOPE OF PROCUREMENT	5
C. DESIGNATED CHIEF PROCUREMENT OFFICER	5
D. PROPOSAL DELIVERY	6
E. DEFINITION OF TERMINOLOGY	6
III. CONDITIONS GOVERNING THE PROCUREMENT	10
A. SEQUENCE OF EVENTS.....	10
B. EXPLANATION OF EVENTS.....	10
1. Issuance of RFP.....	10
2. Acknowledgement of Receipt Form.....	10
3. Deadline to Submit Written Questions.....	11
4. Response to Written Questions	11
5. Submission of Proposal.....	11
6. Proposal Evaluation.....	11
7. Selection of Finalists (If Applicable)	12
8. Oral Presentation by Finalists (If Applicable).....	12
9. Contract Negotiations	12
10. Contract Award.....	12
11. Right to Protest.....	12
C. GENERAL REQUIREMENTS.....	13
1. Acceptance of Conditions Governing the Procurement	13
2. Incurring Cost	13
3. Prime Contractor Responsibility.....	13
4. Subcontractors.....	13
5. Amended Proposals.....	13
6. Offeror’s Rights to Withdraw Proposal	13
7. Proposal Offer Firm.....	13
8. Disclosure of Proposal Contents.....	13
9. No Obligation	14
10. Termination	14
11. Sufficient Appropriation	14
12. Legal Review	14
13. Governing Law	14
14. Basis for Proposal.....	14
15. Contract Terms and Conditions	15
16. Offeror’s Terms and Conditions.....	15
17. Contract Deviations.....	15
18. Offeror Qualifications	15
19. Right to Waive Minor Irregularities.....	16
20. Change in Contractor Representatives	16
21. Notice of Penalties.....	16

22. *Agency Rights* 16

23. *Right to Publish* 16

24. *Ownership of Proposals* 16

25. *Confidentiality* 16

26. *Electronic mail address required* 16

27. *Use of Electronic Versions of this RFP* 17

28. *New Mexico Employees Health Coverage* 17

29. *Campaign Contribution Disclosure Form* 17

30. *Letter of Transmittal* 17

31. *Disclosure Regarding Responsibility* 18

32. *New Mexico/Native American Resident Preferences* 19

IV. RESPONSE FORMAT AND ORGANIZATION 20

 A. NUMBER OF RESPONSES 20

 B. PROPOSAL FORMAT 21

V. SPECIFICATIONS 23

 A. INFORMATION 23

 B. QUALIFICATIONS AND SUBMITTAL REQUIREMENTS 23

 C. EVALUATION FACTORS 23

 1. *Introduction* 23

 2. *Technical Competence and Specialized Experience* 23

 3. *Capacity and Capability* 23

 4. *48-Hour Response Time* 24

 5. *Quality Assurance & Completeness of Proposal* 24

 6. *Cost Proposal* 24

VI. EVALUATION 25

 A. EVALUATION SCORING 25

 B. EVALUATION PROCESS 26

VII. APPENDICES 27

 A. ACKNOWLEDGEMENT OF RECEIPT FORM 27

 B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM 28

 C. DRAFT CONTRACT 31

 D. PROPOSED FEE SCHEDULE 44

 E. LETTER OF TRANSMITTAL FORM 45

 F. CONFLICT OF INTEREST STATEMENT 46

 G. DEBARMENT CERTIFICATION 47

 H. FEDERAL CLAUSES 48

 I. 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 FY24-25-007 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 4:00 pm on October 03, 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

This proposed project will develop a FEMA Approved Hazard Mitigation Plan (HMP) Update for Torrance County and other participating local governments, that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6. The project will comply with the Federal Emergency Management Agency's (FEMA) most current Local Mitigation Planning Policy Guide and Hazard Mitigation Assistance (HMA) Program and Policy Guide. In addition, the HMP will be aligned with the current State of New Mexico's Hazard Mitigation Plan.

B. SCOPE OF PROCUREMENT

This will be a multi-jurisdictional plan. Commitment letters from the local governments have been provided. Local governments, including special districts, with the intent to participate in this multi-jurisdictional HMP update include Torrance County, Town of Estancia, City of Moriarty, Town of Mountainair, Village of Willard, Village of Encino, and Claunch-Pinto Soil Water Conservation District.

Due to limitations of staff and time availability, Torrance County will utilize a contractor for the facilitation of the planning process and development of the HMP. The contractor will be responsible to the Torrance County Emergency Manager throughout the planning process and will maintain its project management role until FEMA approves the HMP.

The contractor will be responsible for the proposed four project tasks. Additionally, the contractor will assist the Torrance County Emergency Manager as necessary, with documentation for grant management, to include quarterly progress reports, reimbursements for contractual fees, and time spent towards eligible in-kind activities with participating jurisdiction representatives.

This RFP will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

C. DESIGNATED CHIEF PROCUREMENT OFFICER

Torrance County has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below:

Name: Kristin Saavedra, Chief Procurement Officer
Telephone: (505) 544-4720
Email: ksaavedra@tcnm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other County employees or Evaluation Committee members do not have the authority to respond on behalf of Torrance County.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests

delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Officer will **NOT** be considered properly submitted.

D. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name: Kristin Saavedra

Reference RFP Name: Hazard Mitigation Plan Update RFP #TC FY24-25-007

Address: 205 S. Ninth St. / PO Box 48, Estancia, NM 87016

E. DEFINITION OF TERMINOLOGY

1. **“Award”** means the final execution of the contract document.
2. **“Business Hours”** means weekdays (Monday – Thursday) 7:30 AM through 5:30 PM MST/MDT, whichever is in effect on the date given.
3. **“Chief Procurement Officer”** means that person within a local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services, or construction.
4. **“Close of Business”** means weekdays (Monday – Thursday) 5:30 PM MST/MDT, whichever is in effect on the date given.
5. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
10. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

11. **“Evaluation Committee Report”** means a report prepared by the Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
12. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
13. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
14. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
15. **“IT”** means Information Technology.
16. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
17. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
18. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
19. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
20. **“Procurement”** means purchasing, renting, lease purchasing, or otherwise acquiring items of *tangible personal property, services, or construction*; all procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of *contract*, and contract administration.
21. **“Procuring Agency”** means the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.
22. **“Professional Services”** means services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, *construction* managers, and other persons or businesses, providing similar *professional services*, which may be designated as such by determination issued by the state purchasing agent or a central purchasing office. NMSA 1978 §13-1-76.
23. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project

terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

24. **"Purchasing"** means the County of Torrance Purchasing Office.
25. **"Purchasing Agent" or "PA"** means the Torrance County designated Purchasing Officer.
26. **"Redacted"** means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. **"Request for Proposals (RFP)"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. **"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.
29. **"Responsive Offer"** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. **"Sealed"** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.
31. **"Single Source Award"** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
32. **"Staff"** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
33. **"State (the State)"** means the State of New Mexico.
34. **"Statement of Concurrence"** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
36. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. Procurement Library

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

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.torrancecountynm.org/rfb-rfp>

Other relevant links:

- **New Mexico Procurement Code**

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otojIzYANKIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AlAKIAZIwDUAggDIrR2qTAAjaKWxxq1IA>

- **County Procurement Policy**

<https://www.torrancecountynm.org/departments/finance-department>

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 Officer will make every effort to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Purchasing Division	September 12, 2024
2. Acknowledgement of Receipt Form	Offeror	September 19, 2024 5:00 pm
3. Deadline to Submit Written Questions	Offerors	September 23, 2024 5:00 pm
4. Response to Written Questions	Purchasing Division	September 25, 2024 5:00 pm
5. Submission of Proposal	Offerors	October 02, 2024 4:00 pm
6. *Proposal Evaluation	Evaluation Committee	October 03, 2024
7. *Selection of Finalists (If Applicable)	Evaluation Committee	October 03, 2024
8. *Oral Presentations (If Applicable)	Offeror	October 07, 2024
9. **Contract Award	County/ Finalist Offeror – Commission Meeting	October 23, 2024 9:00 am
10. *Protest Deadline	Protest Manager	November 07, 2024 5:00 pm

*Dates indicated in Events 6 through 10 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

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 Officer, 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 Officer 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 Officer 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 OFFICER OR DESIGNEE NO LATER THAN (MOUNTAIN TIME) ON

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 Officer 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 FY24-25-007.**

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 Officer. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Officer 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 Officer 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. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Officer will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Torrance 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.

9. 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.

10. 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 Torrance County Purchasing Officer.

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.

11. 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:

Misty Witt/ Finance Director
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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the County which may derive from this RFP. The County entering into a contractual agreement with a vendor will make 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. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the County. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as

follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. No Obligation

This RFP in no manner obligates the County or any of its Departments and/or Employees to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the 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 terminations 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's concerns must be promptly submitted in writing to the attention of the Procurement Officer

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Torrance County. If the RFP is cancelled, all responses received shall be destroyed by the County or unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

26. Electronic mail address required

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

mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the Offeror acknowledges that the version maintained by the County shall govern. Please refer to: <https://www.torrancecountynm.org/rfb-rfp>

28. New Mexico Employees Health Coverage

The insurance required by Offeror are listed below:

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.

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.

Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.

Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

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.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

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

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

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

32. New Mexico/Native American Resident Preferences

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

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) original proposal in response to this RFP and three (3) number of copies.

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below and sealed according to the definition provided in Section II.E.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box according to the information provided in Section II.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package, or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a. **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPY; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. **The Technical Proposals SHALL NOT contain any cost information.**
 - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;
 - b. **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPY; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals.

The ORIGINAL and HARD COPIES **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

1. Proposal Content and Organization

All proposals must be submitted as follows:

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

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

- a. Letter of Transmittal Form (See Appendix E)
- b. Table of Contents
- c. Cost Response Form (See Appendix D)
- d. Campaign Contribution Disclosure Form (See Appendix B)
- e. Conflict of Interest Form (Appendix F)
- f. Debarment Certification Form (Appendix G)
- g. Federal Clauses (Appendix H)
- h. Resume
- i. Proposal Summary (Optional)
- j. Response to Specifications

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates, or expenses must occur only on the Cost Response Form, Appendix D.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix E **must** be completed, signed, and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.

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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 October 2024.

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. 48-Hour Response Time

A. Provide how you are able to provide 48-hour response time.

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.

6. Cost Proposal

A. Provide in a separate sealed envelope with the original proposal only. Offeror shall propose its cost for each of the tasks listed in the scope of work utilizing the cost sheet provided in Appendix D – Proposed Fee Schedule.

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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	125
points	
5. Quality Assurance & Completeness of Proposal.....	125
points	
6. Cost.....	50
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 Officer 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 VI 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 FY24-25-007

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 H.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than close of business on. 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@tcnm.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: Commissioner Ryan Schwebach, Commissioner Kevin McCall, Member Commissioner Samuel Schropp, Assessor Jesse Lucero, Clerk Linda Jarmillo, Probate Judge Josie Chavez-Eaton, Sheriff David Frazee, and Treasurer Kathryn Hernandez

(Completed by Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
DRAFT CONTRACT



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

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

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 FY24-25-007 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 as explained in Attachment A – Scope of Services.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Attachment 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 **\$ 74,040.00**, *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 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 shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the “Board,” and shall automatically renew on February 1st each calendar year for two (2) additional one-year terms, and shall expire on February 01, 2026, unless terminated pursuant to Articles 4 or 8, *infra*. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

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: County Manager

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 Member, District III

Approved as to form:

Torrance County Attorney

Attest:

Linda Jaramillo Torrance County Clerk

Attachment 1 – Scope of Services

Torrance County

New priorities for this updated HMP and planning process include increasing community engagement, expanding the hazard risk and vulnerability assessment, improving the understanding of climate change’s impact on hazards, integrating the HMP across other planning efforts, and assessing the unique risks to underserved populations and communities

Task 1: Organize Resources

The planning team will be compiled from a diverse group beginning with representatives of the participating local governments, in addition to regional/state stakeholders and neighboring governments. Representatives from the sectors and lifelines identified in the Local Mitigation Planning Policy Guide and HMA Program and Policy Guide will be invited and encouraged to participate. Additionally, representatives for underserved communities, including community leaders and those with social capital, will be invited and supported by reducing obstacles to participation. Invitations to all potential participants will be emailed to all roster invitees.

Past FEMA and state comments on the existing HMP will be reviewed for any deficiencies and suggested comments. In addition, past hazard events, HMP maintenance efforts, and mitigation project implementation will be assessed. The plan will include a description of building codes, hazard overlay districts, zoning and subdivision codes, or other hazard mitigation measures currently in effect for each participating jurisdiction that has land use authority.

The plan will document the planning process used to develop the plan update, including each jurisdiction’s participation in the planning process and how they met FEMA’s participation requirements.

The development of a community engagement and outreach strategy will occur early in the planning process and be defined by participant capabilities and preferences. This may include a combination of public workshops, public surveys, public messaging via various social media and other platforms, and other engagement tools. The methods most used by Torrance County for community outreach currently include public meetings, postings on websites, Torrance County Emergency Management Facebook page, and postings in local newspapers. Torrance County will assess ways to expand outreach during the planning process. The public will be given an opportunity to provide input early in the planning process and will also be given an opportunity to comment on the draft HMP before it is finalized.

Task 2: Risk Assessment

The updated Hazard Mitigation Plan will identify all natural and human caused hazards likely to impact the jurisdiction. At a minimum, this shall include the hazards profiled in the previous HMP: Flood, Wildfire, Drought, Earthquake, Severe Winter Storms, High Wind, Extreme Heat
The risk assessment will include:

1. Best available data (local, state, and national), modeling tools (such as FEMA’s Hazus software), and methodologies following industry best practices. Geospatial analysis will be utilized whenever data permits. As data gaps are identified, they will be tracked for inclusion into the mitigation strategy.

2. Updated information on the location, extent, and previous occurrences of each hazard affecting each jurisdiction, including any hazard events that have occurred since the last plan date.
3. Updated information on the probability of future hazard events.
4. An analysis of each jurisdiction's vulnerability to each hazard, to include each hazard's impact on buildings, infrastructure, critical facilities, and vulnerable populations.
5. The most current FEMA Flood Insurance Rate Maps (FIRM), if available. The plan will address changes in the type and number of National Flood Insurance Program (NFIP) insured properties, to include repetitive loss (RL) and severe repetitive loss (SRL) properties.
6. How each hazard is likely to impact vulnerable populations and disadvantaged communities.
7. How changing future conditions such as climate change and changes in development are likely to impact each jurisdiction's current and future vulnerability to each hazard.

Task 3: Mitigation Strategy

Each jurisdiction will participate in the development of a mitigation strategy that reflects the results of the updated risk assessment and includes the following:

1. Each jurisdiction's existing capabilities related to hazard mitigation (authorities, policies, programs, and resources), and their ability to expand on and improve these existing tools. This will include any changes in community priorities and local mitigation progress.
2. Overall goals for reducing risk in the planning area. The participating jurisdictions may also create objectives as part of the mitigation strategy. The plan will describe how the planning team reviewed, and if applicable, updated the goals and objectives.
3. Updates on mitigation actions in the current plan, identifying which are complete, incomplete, deleted, or continued for each jurisdiction.
4. A description of each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate.
5. Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on new and existing buildings, critical infrastructure and lifelines, and vulnerable populations. Each jurisdiction seeking adoption of the plan must have at least one new or unimplemented action for each hazard profiled in the risk assessment.
6. The mitigation strategy will focus on opportunities to overcome challenges, including the recognition of needs and gaps in capabilities; prioritization of mitigation actions based on the plan's goals and updated risk assessment; identification of lead and supporting agencies for each mitigation action, the identification of possible funding sources; and the integration of the HMP into other community plans to strengthen the community's resilience to hazards.

The planning team will assess previous plan maintenance methods and identify strengths and gaps in execution of stated protocols. Discussion will result in an updated protocol that is feasible and includes specific methods for monitoring and evaluating the effectiveness of the plan, future updates to the plan, and a strategy for continued public participation.

Task 4: Plan Adoption

The drafted HMP will be reviewed by the planning team and once approved will be released for public review and comment, for a period of at least two weeks. Any comments will be addressed, the FEMA Local Mitigation Plan Review Tool will be completed, and the final draft will be submitted to the State of New Mexico. Any state or FEMA revisions will be addressed. Upon receiving FEMA Approvable Pending Adoption status, Tarrant County will obtain participant

adoptions in a timely manner and once approved release the plan to the public. The result of the project will be a FEMA Approved multi-hazard mitigation plan per 44 CFR 201.6.

Budget

The project is being funded through FEMA's Hazard Mitigation Assistance grant program. The federal share, not to exceed \$74,040.00, has been obligated for this project. The local project match (non-federal share) will be funded by the participating local governments through a combination of local cash and/or in-kind efforts.

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APPENDIX D

PROPOSED FEE SCHEDULE

(APPENDIX D IS TO BE SUBMITTED WITH THE ORIGINAL PROPOSAL IN A SEPARATE FILE NAMED COST PROPOSAL)

Vendor Name: _____ **Address:** _____

Phone: _____ **Email:** _____

Offerors must propose one firm, fixed price. Offeror shall propose its cost for each of the tasks listed in the scope of work utilizing this cost sheet to total the firm, fixed price.. The proposed firm, fixed price 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 firm, fixed price. They shall be shown separately on the invoice.

TASK:	DESCRIPTION:	TOTAL COST:
Organize Resources	Assist Torrance County, representatives of Local Governments, stakeholders, public, etc. with the planning process	
Risk Assessment	Identify all natural and human caused hazards likely to impact the jurisdiction.	
Mitigation Strategy	Participation in the development if a mitigation strategy	
Plan Adoption	Assist in reviewing, submitting, and completing the HMP.	

APPENDIX E

LETTER OF TRANSMITTAL FORM

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

RFP: 2017 Hazard Mitigation Plan Update RFP #TC FY24-25-007

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

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

___ No.
 ___ Yes. Identify subcontractor/s: _____

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

___ No.
 ___ Yes. Identify entity/-ies: _____

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

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

Sign: _____ Date: _____

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

APPENDIX F

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 G

DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify the above, the prospective contractor shall attach an explanation to this form.

CONTRACTOR

_____ Date

By: _____
Signature

_____ Recipient's Name

_____ Name and Title

_____ Contract Number

_____ Street Address

_____ FEMA Project Number

_____ City, State, Zip

APPENDIX H

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: _____

APPENDIX I
2017 HAZARD MITIGATION PLAN