



County of Mora
State of New Mexico

Request for Proposals

Disaster Recovery Services for DR4652 and Future Disasters

RFP No. 2024-001 Disaster Recovery Services

Sealed Proposals Submitted to:
Mora County Finance Department
1 Courthouse Drive
P.O. Box 580
Mora, NM 87732
Attn: Adelita Encinias, Procurement Officer

Date Proposals Submitted by:
March 29, 2024, at 11:00 am
Proposals must be submitted in a sealed envelope that is clearly marked.

"RFP No. Disaster Recovery Services – Do Not Open"

ADVERTISEMENT INFORMATION

COUNTY OF MORA
STATE OF NEW MEXICO



REQUEST FOR PROPOSALS
DISASTER RECOVERY SERVICES FOR MORA COUNTY

RFP No. 2024-001 Disaster Recovery Services

RFP may be obtained at the Mora County Finance Department or online at
www.countyofmora.com/procurement

All Proposals Must be Received by:
March 29, 2024, at 11:00 a.m.

Mail or Hand Deliver Proposal to:
Mora County Finance Department
Attn: Adelita Encinias, Procurement Officer
1 Courthouse Drive
P.O. Box 580
Mora, NM 87732

Proposals must be submitted in a sealed envelope that is clearly marked:
"RFP NO. Disaster Recovery Services- DO NOT OPEN"

Published in the Las Vegas Optic on March 8, March 15, and March 22

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Mora County is soliciting submittals from qualified consultants with expertise in emergency project management contractual services. The qualified consultant shall be responsible for assisting Mora County in emergency recovery activities that are inclusive of but not limited to:

1. FEMA Public Assistance Programmatic Support
2. Financial and Grant Management Services
3. Procurement Support and Bid Package Development
4. Road Construction Management and Oversight
5. FEMA 404 and 406 Hazard Mitigation Project Development and Management

Interested firms are invited to submit proposals to the Mora County Finance Department at 1 Courthouse Drive, PO Box 580, Mora, New Mexico 87732 no later than March 29, 2024, at 11:00 a.m. Mora County reserves the right to reject any and all responses.

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

All proposals, whether selected or rejected, shall become the property of Mora County. All information submitted with the proposal must be typed or legibly written.

This RFP does not commit Mora County to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. Mora County reserves the right to accept all or part of any proposal responsive to this request. Mora County further reserves the right to accept the proposal that it considers to be in the best interest of Mora County. Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

B. SCOPE OF SERVICES

The selected contractor will assist Mora County in strategically managing the jurisdiction's project development and administration of various Federal and State Disaster Programs related to Presidentially declared emergencies or disasters that occurred as a result of the Hermit's Peak Calf Canyon Wildfire and directly related emergencies or disasters during the term of this contract. Such Federal programs may include but are not limited to: FEMA Public Assistance (PA), FEMA 404 and 406 Hazard Mitigation Grant Programs, or the FEMA Community Disaster Loan (CDL). The awarded firm will provide project development and grants management services for all existing, open disaster recovery efforts.

A. FEMA Public Assistance Advisory Services

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.

2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.
3. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including, but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § 5121 et seq. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering, cost estimating, and architectural support, among other types of assistance.
6. Assess damage to public infrastructure components, transportation systems, and facilities, as needed.
7. Obtain, analyze and gather field documentation to determine whether costs appear eligible and are adequately supported. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
8. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").
9. Evaluate alternate and/or improved projects.
10. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative procedures for Permanent work and Debris removal. Reconcile eligible costs and prepare project worksheet versions, as necessary.
11. Prepare first and second appeals, and arbitration as requested.
12. Monitor reconstruction efforts, reconcile change orders with Project Worksheets scope of repair, and prepare progress payments.
13. Perform Project Worksheets closeouts.
14. Prepare projects for audit.
15. Respond to audit findings, as required.

B. FEMA 404 and 406 Hazard Mitigation Expertise

1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation program.

C. Financial and Grant Management Support

1. Advice on FEMA's policies, regulations, practices, and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet as necessary with County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA as needed.
7. Categorize, record, track and file costs in support of the financial reimbursement process, track Project Worksheet status of payment from the State.
8. Assist in providing interagency (Federal, State, County) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

D. Procurement Support

1. Support the sourcing, negotiation, and purchasing of materials, supplies, and services from external vendors utilizing methods that are compliant with FEMA reimbursement requirements.
2. Develop bid packages and manage RFP process for road construction projects.
3. Evaluate and manage contract and supplier performance.

E. Construction Management

1. Provide pre-construction support services through scheduling, estimating, project design, and engineering.
2. Provide effective on site and back-office management of road construction projects' schedule, cost, quality, safety, scope and function.
3. Monitor reconstruction efforts and prepare progress reports.
4. Collaborate and coordinate with contractors to address compliance concerns.

- F. Provide **technical assistance** as requested. Technical assistance may involve engineering, cost estimating, and architectural support, among other types of assistance.

CONTRACTOR EXPECTATIONS

The contractor will be required to track all their hours and costs to facilitate reimbursement by FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved.

C. PROPOSAL FORMAT

Proposers must respond in the format delineated below.

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulations (44 CFR, 2 CFR part 200) and FEMA policies as a prime contractor.

The qualifications of the prime contracting firm must include, at minimum, the following:

1. Ten years of experience working with the Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet development, Project Worksheet audit, documentation review, eligible cost reconciliation, audit checklists, the development of successful appeal/appeal responses, and closeout.
2. Experience with all categories of work in man-made and natural disasters, with expertise in the tracking of force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.
3. Experience developing, reconciling, or reviewing large federal grants, including Project Worksheets or federal loans.
4. Broad construction management experience with road repair projects.
5. Experience managing the financial functions of a large-scale disaster reconstruction program.
6. Experience implementing a comprehensive financial and grant management system for the FEMA Public Assistance program.
7. Experience developing Letter of Interest for the FEMA 404 and 406 Hazard Mitigation Program.
8. Prior experience performing internal control reviews and improper payment reviews.
9. Experience administering the FEMA Community Disaster Loan program.
10. Experience with programmatic disaster closeouts.
11. Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.
12. Past performance supporting after action reports and incorporating best practice and lessons learned into plans, policies, and procedures.
13. Past experience developing Recovery Redevelopment Plans, Long Term Recovery Plans following the National Disaster Recovery Framework, Disaster Cost Recovery Plans, and providing EOC Augmentation and Response Planning.
14. Demonstrated, nationally recognized expertise at the programmatic level.
15. Experience in drafting Request for Proposals to meet Federal, State, and local requirements.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications for the firm. Key project staff should include but are not limited to project executive (15+ years of experience plus minimum college degree), project manager (10+

years' experience, plus college degree), project accountant (5+ years of experience plus relevant college degree), and senior closeout specialist (5+ years of experience plus college degree). Prosper may include other labor categories, such as subject matter expert (15+ years of experience), closeout specialist (3+ years of experience plus college degree) and include a description describing the minimal level of qualifications.

3. PAST PERFORMANCE REFERENCES

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services. Provide a description of the project, the reference contact name, title, e-mail address, telephone numbers, date of the contract/period of performance, and any prior assessments they have completed of your work. In addition, provide any additional evidence of consistency successful experience on past projects.

4. TECHNICAL APPROACH

Provide a description of your firm's approach to the project, to include start-up procedures, process to prepare Project Worksheets and accompanying documentation, project management and quality control procedures.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS

Each Proposer must be in compliance with all Local, State, and Federal requirements and be prepared to implement programs that comply with these requirements. These requirements must be included in all contractor and subcontractor agreements where CDBG-DR funding may potentially be used.

6. NUMBER OF COPIES

Proposers shall deliver one (1) original and five (5) identical copies of their proposal to the Procurement Manager on or before the closing date and time for receipt of proposals.

7. PROPOSAL FORMAT

All proposals shall be limited to thirty (30) pages. The document shall be typewritten on standard 8 h x 11 paper. With a font no smaller than 12 pt. Proposals shall be placed within a binder with tabs delineating each section.

D. INSURANCE REQUIREMENTS

Successful Proposer shall provide the jurisdiction with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to the contract.

1. **COMMERCIAL GENERAL LIABILITY** insurance must cover bodily injury, property damage and personal injury with limits of no less than \$3,000,000 per occurrence.
2. **AUTOMOBILE LIABILITY** insurance with a combined single limit of not less than \$2,000,000.
3. **ERRORS AND OMISSIONS LIABILITY** coverage of not less than \$3,000,000

4. **WORKERS' COMPENSATION** coverage must be provided, as statutorily required for persons performing work under the resulting contract. Successful Proposer must provide the jurisdiction with proof of Employer's Liability coverage with limits of at least \$500,000. Successful Proposer shall require all subcontractors to carry the same level of Workers' Compensation and Employer's Liability coverage.

5. **CERTIFICATE OF INSURANCE:**

As evidence of the insurance coverages required by the resulting contract, the successful Proposer and their subcontractors, shall furnish a certificate of insurance to:

Mora County
PO Box 580, 1 Courthouse Drive Mora, New Mexico 87732
ATTN: Adelita Encinias, Procurement Officer

6. **CONTINUATION OF COVERAGE:**

The successful Proposer shall not cancel, materially change or fail to renew insurance coverages.

The successful Proposer shall notify the jurisdictions of any material reduction or exhaustion of

aggregate limits. Coverage shall either be occurrence based or maintained for the duration of the contractual agreement and for two (2) years following completion of services provided.

E. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Any costs for additional services offered must be clearly indicated.

F. PROCUREMENT OFFICER

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

Adelita Encinias, Procurement Officer
1 Courthouse Drive, PO Box 580
Mora, New Mexico 87732
Phone (575) 387-5279
aencinias@countyofmora.com

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

1. Issuance of RFP

This RFP is being issued by Mora County.

2. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until 11:00 a.m. on March 29, 2024. All written questions must be addressed to the Procurement Officer, listed in Paragraph F and sent via e-mail.

3. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in

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.

4. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 11:00 am on March 29, 2024, 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 F. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals RFP No. Disaster Consultant.

Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all offerors who submit proposals.

Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed and shall be unavailable to competing offerors during the negotiating process.

5. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the County Manager. During this time, the County 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 offerors.

6. Contract Negotiations

The contract will be finalized with the most advantageous offer. In the event mutually agreeable terms cannot be reached, the County reserves the right to

finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

7. Contract Award.

The County anticipates awarding the contract although these dates are subject to change at the discretion of Mora County. The contract shall be awarded to the offeror 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.

8. 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 Procurement Officer as provided in Paragraph F.

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

EVALUATION CRITERIA

Proposals will be evaluated and scored by a committee appointed by the County Manager, based upon the content of the proposals. The following weighted criteria will be utilized to determine the consultant that provides the best value and to select the consultant to be awarded this contract.

| | |
|----------------------------|------------|
| Qualifications of the Firm | 25 |
| Qualifications of Staff | 25 |
| Relevant Past Performance | 20 |
| Technical Approach | 20 |
| <u>Cost Proposal</u> | <u>10</u> |
| TOTAL | 100 |

The following requirements are not scored but will result in a disqualification if not provided:

- Proof of insurance.
- Letter of transmittal.
- Signed campaign contribution disclosure form.
- Conflict of interest affidavit.

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.
3. The Evaluation Committee may use other sources of information to perform the evaluation.

CONTRACT AWARD

The contract shall be awarded to the offeror 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.

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 Procurement Officer.

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

GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

Offers must indicate their acceptance of the Conditions Governing the Procurement.

2. Prime Contractor Responsibility

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

3. 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 of whether subcontractors are used.

4. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

5. Proposal Offer Firm

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

6. No Obligation

This procurement in no manner obliges the County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

7. 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.

8. Sufficient Appropriation

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

9. Legal Review

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

10. Governing Law

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

11. Basis for Proposal

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

12. Contract Terms and Conditions

The contract between the County and the offeror will follow the format specified by the County.

However, the County reserves the right to negotiate with a successful offeror provision in addition to those contained in this RFP.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional and/or different terms and conditions which they expect to have included in a contract negotiated with the County.

14. Contract Deviations

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

15. Offeror Qualifications

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

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to approval by the County Manager.

17. Notice

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

18. County Rights

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

19. Right to Publish

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

20. Ownership of Proposals

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

21. Electronic Mail Address

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that offer or should have a valid e-mail address to receive this correspondence.

SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each evaluation criteria. The narratives together with required supporting materials will be evaluated and assigned points accordingly.

A. INFORMATION

The contract is anticipated to commence in or around April 1, 2024.

B. MANDATORY EVALUATION FACTORS

Brief explanations of each evaluation factor are listed below. Offerors are encouraged to fully address each factor, as points are available for the offeror's response to each. Failure to respond to a mandatory evaluation factor will result in the disqualification of the proposal as non-responsive. All factors within this section are mandatory.

1. Organization

Provide a history of the offeror's firm, include a full description of your firm for the last three years starting with the year your firm was organized and began its practice in the relevant practice area, as well as any material developments in your organization (i.e., changes in ownership) over the past three years and any potential material developments anticipated soon.

2. Professional Competence and Specialized Experience

Provide an overview of current and prior experience in work comparable to the Scope of Work required in this RFP.

Provide resumes of key staff, consultants or other team members describing specific relevant experience of each proposed staff.

Include background, qualifications, education, training and years of experience relevant to this RFP.

Provide information about any specialized experience with providing services for projects of similar scope that demonstrate competence to successfully complete the project.

3. Evidence of Understanding Scope of Work

Provide an in-depth response and understanding of the requested scope of work;

Include an itemized description of services to be provided that correlates to the scope of work.

Discuss challenges that might be expected related to the scope of work.

Include all information for any subcontractor or consultant that the offeror has indicated to be part of the project team including what areas of work they will perform.

Describe in detail the understanding of the required fee arrangements.

Any services that cannot be provided should also be noted.

4. Capacity and Capability

Describe your administrative structure of representation (i.e., proposed staffing assignments, their qualifications and capabilities, years of experience, specific roles, skills and/or strengths and their office locations), and an understanding of the needs of the County in this litigation. Specify your firm's knowledge of and experience assisting local government boards and commissions.

Include information about your approach to providing the required services and capacity to implement the services and deliverables in a timely manner including whether you expect to assign or subcontract certain aspects of the work to other firms.

Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file - A current, fully executed Taxpayer Identification Number (W-9 form)
- A current New Mexico Business license if applicable.
Attestation, Non-Solicitation, and E Verify Forms

Invoices

Itemized invoices for payment of these services shall be submitted Mora County for approval.

Hold Harmless

To the fullest extent permitted by law, Submitter shall indemnify, hold harmless, and defend Mora County and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

Non-assignability

No Submitter shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the County. This provision shall not be construed to prohibit the Submitter from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the County.

Exclusions

The submitter must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Submitter must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Submitters' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

Disclosure

Submitters must disclose whether it provides services or pays commissions to any employee or elected official of Mora County. If so, the Submitter must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

Termination for Cause and Convenience

Proposer acknowledges this contract contains termination provisions including the way termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the proposer's control.

Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Venue

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for any lawsuit arising under the terms of this Agreement shall be the District Court any appropriate.

Appellate therefrom. The proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 1 1246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees to abide by 41 C.F.R. Part 60-1.4(b).

Davis Bacon

Not Applicable for FEMA Public Assistance Grants.

Copeland Anti-Kickback Act

Not Applicable for FEMA Public Assistance Grants.

Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. 5.5(b) provides contract clause language concerning 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 1) of this section the contractor and any subcontractor responsible therefore 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 County 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 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.

Rights to inventions made under a contract or agreement.

Not Applicable for FEMA Public Assistance Grants

Clean Air Act

1. 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.

2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. 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

1. 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.

2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principles (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).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated.

Procurement of Recovered Materials

- i. 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—

- I. Competitively within a timeframe providing for compliance with the contract performance schedule.

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide Mora County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Mora County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

DHS seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Mora County. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved by the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of

Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 5 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: _____

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor:

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

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)

Proposer Name:

Cost Proposal Form/Fee Schedule

Instructions to Proposers: Proposers are to complete Price Table 1.

| Price Table 1 Proposers shall provide an hourly rate in the Hourly Rate column for each Key Personnel Role. The Hourly Rate for each position classification is fully burdened, including all labor, travel, overhead, and all other program expenses. | | | | |
|---|---------------------------|--------------------------------|---------------|---------------------------|
| Role of Key Personnel | Estimated # of Positions* | Estimated # of Hours per Week* | Hourly Rate** | Hourly rate extended cost |
| Project Executive | 1 | 20 | | |
| Project Manager | 1 | 20 | | |
| Jr. Project Manager | 1 | 20 | | |
| Project Accountant | 1 | 20 | | |
| Senior Closeout Specialist | 1 | 20 | | |
| Closeout Specialist | 1 | 20 | | |
| Cost Analyst | 1 | 40 | | |
| Debris Subject Matter Expert | 1 | 40 | | |
| Site Inspector | 1 | 20 | | |
| Environmental Specialist | 1 | 20 | | |
| Administrative Assistant | 1 | 20 | | |
| Grant Administrator | 1 | 20 | | |
| Reimbursement Specialist | 1 | 20 | | |
| Sr. Construction Manager | 1 | 20 | | |
| Jr. Construction Manager | 1 | 20 | | |
| CDBG Subject Matter Expert | 1 | 20 | | |

The Estimated Number of Positions and the Estimated Number of Hours per Week will be used for evaluation purposes only, not the expected staffing/hourly requirement of the Contractor.

**** Hourly rates listed in response to the above may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but shall not be increased.**

Addendum to Request for Proposals

Disaster Recovery Services for DR4652 and Future Disasters

For purposes of clarification, Mora County issues this Addendum to the Request for Proposals to better identify the deadlines related to this RFP. This Addendum serves to clarify the section of the RFP found at pages 8-9.

1. Issuance of RFP

This RFP was issued by Mora County on March 8, 2024 at 11:00 a.m.

2. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until 11:00 a.m. on March 22, 2024. All written questions must be addressed to the Procurement Officer, listed in Paragraph F and sent via e-mail.

3. Response to Written Questions

Written responses to written questions and any further RFP addenda will be distributed on the date Monday, March 25, 2024 by 4:00 p.m.

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.

4. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN **11:00 a.m. on Friday, March 29, 2024**, 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 F.

received the most points. It is expected that the contract will be awarded no later than Wednesday, April 10, 2024.

8. 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 Procurement Officer as provided in Paragraph F.

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