

Eastern Plains Council of Governments
REQUEST FOR PROPOSALS # 24-01



For the Provision of Services for:

**Shelter Services for
homelessness shelters for housing
veterans and homeless citizens**

Funding: State Appropriation 24-ID019

Issue Date: August 15, 2024

Due Date: September 16, 2024 at 10:00 am MST

Contracting Agency: EPCOG

**Attn: Sandy Chancey
Executive Director**

Website: www.epcog.org

Published in

**LEGAL NOTICE
Request for Proposals 24-01**

**Shelter Services for
homelessness shelters for housing
veterans and homeless citizens**

NOTICE is hereby given: the Eastern Plains Council of Governments (EPCOG) is requesting proposals from an established organization to provide comprehensive shelter services for housing veterans and homeless citizens. The selected organization will offer safe and secure accommodations along with essential support services to help victims rebuild their lives.

Proposals will be accepted until **September 16, 2024, 10:00 am MST**. Proposals received after that date and time will be returned unopened. Proposals can be submitted via U.S. Mail, Hand Delivery or by Courier to EPCOG office at 418 Main St., Clovis, NM 88101. Electronic proposals can be submitted via email to vsoule@epcog.org provided that all proposal contents are included in a single .pdf attachment.

Copies of the Request for Proposals (RFPs) can be obtained in person at the EPCOG office or will be emailed upon request to Vincent M. Soule at 575-762-7714 or vsoule@epcog.org. Return the "Acknowledgement of Receipt Form" provided in Appendix A by **September 5, 2024**.

Interviews may be held for this solicitation after the evaluation of proposals is completed.

EPCOG reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous. The order to proceed will be based upon the obtaining of necessary funds. The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition, the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities, and kickbacks.

IMPORTANT:

**PROPOSALS ARE DUE September 16, 2024 10:00 am MST PROPOSALS CAN BE
SUBMITTED Via U.S. Mail OR HAND DELIVERY TO:**

Attn: Sandy Chancey
Executive Director
418 Main St.
Clovis, NM 88101

VIA EMAIL TO: vsoule@epcog.org

**THE RFP NUMBER AND THE ORGANIZATION'S NAME AND ADDRESS MUST
APPEAR CLEARLY ON THE COVER OR TITLE PAGE OF ALL PROPOSALS.**

REQUEST FOR PROPOSALS # 24-01

Services for homelessness shelters for housing veterans and homeless citizens

Section 1. PURPOSE

The purpose of this Request for Proposals (RFP) is to select, through a competitive process, an established organization that has the experience and expertise to perform services described in this RFP. EPCOG encourages organizations to provide services beyond those identified Section 4 ‘Scope of Services/Program Description’.

Section 2. FUNDING INFORMATION

The contract awarded through this RFP will be funded by the State of New Mexico's Government Recurring Opportunity (NM Gro) Program for the fiscal years 2025 and 2026. There is a potential for extensions in subsequent years, contingent upon additional appropriations and the organization's performance.

The total funding available for this contract is \$200,000 for the fiscal years 2025 and 2026.

Section 3. SEQUENCE OF EVENTS AND INFORMATION

SEQUENCE OF EVENTS:

	Action:	Responsibility:	Date:
1.	Issue RFP	EPCOG	August 15, 2024
2.	Acknowledgement of Receipt Form	Organization(s)	August 21, 2024
3.	Pre-proposal Meeting	Organization(s)	August 27, 2024
4.	Deadline to Submit Written Questions	Organization(s)	August 30, 2024
5.	Response to Questions via Addendum	EPCOG	August 30, 2024
6.	Submission of Proposal: due by 10:00 AM	Organization(s)	September 16, 2024
7.	Selection Period	EPCOG	September 19, 2024
8.	Recommendation to Award	Evaluation Committee	September 19, 2024
9.	Notice of Award	EPCOG	September 19, 2024
10.	Contract Negotiations/Execution	EPCOG & Organization	September 23, 2024
11.	Protest Period	Effect Date:	September 27, 2024

This schedule is subject to change. Schedule changes will be addressed via an addendum prior to due date.

INFORMATION OF EVENTS:

1. **Issue RFP** – RFP Notice will be advertised via a local newspaper legal publication.

2. **Acknowledgment of Receipt Form** - To ensure inclusion in the procurement distribution list for the distribution of responses to questions and RFP amendments, potential organizations must either hand-deliver or return via email the "Acknowledgement of Receipt Form" provided in Appendix A. This form must be signed by an authorized representative of the organization, dated, and returned by 5:00 P.M. on the specified date outlined in the Sequence of Events. Failure to return the Acknowledgement of Receipt Form will result in the potential Offeror's representative not being included on the distribution list. In such a case, they will be solely responsible for obtaining responses to written questions and any amendments to the RFP from EPCOG.
3. **Pre-proposal Meeting** – EPCOG will offer potential organizations an overview of the Request for Proposal (RFP), aiming to enhance their comprehension of the RFP documents, the scope of work, and any specific requirements crucial for consideration in the award process.
4. **Deadline to Submit Written Questions** – All questions shall be submitted to Sandy Chencey via email at schancey@epcog.org no later than the date specified in the Sequence of Events.
5. **Response to Questions via Addendum** – EPCOG will formally answer all submitted questions via an addendum which will be emailed to the parties who provided the Acknowledgement of Receipt Form.
6. **Submission of Proposal** – One (1) Original and four (4) copies of the proposal shall be received by the EPCOG Executive Director or designee no later than the date specified in the RFP. Any proposals received after the deadline will NOT be accepted unless all other proposals are deemed non-responsive. Any proposal not accepted after the deadline will remain unopened.
7. **Selection Period** – Proposals will be evaluated against the selection criteria outlined in this RFP.
8. **Recommendation to Award** – After proposal review and acceptance, an award recommendation will be made.
9. **Notice of Award** – Upon approval from EPCOG, NOA letters will be emailed/mailed to both successful and unsuccessful organizations.
10. **Protest Period** – Per Section 13-1-172 NMSA 1978, any organization aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the EPCOG Executive Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.
11. **Contract Negotiations/Execution** – EPCOG and the awarded organization may proceed with business operations per the terms and conditions outlined in the fully executed contract. The initial contract term is set to commence on the contract date, or as promptly as feasible thereafter, for one (1) year. Subsequently, this contract may undergo renewal

through mutual agreements, with each renewal period of one (1) year, for a total of up to one (1) renewal. *Renewals are contingent upon the appropriation and allocation of funds as well as the Offeror's demonstration of satisfactory performance records.*

Section 4. SCOPE OF SERVICES / PROGRAM DESCRIPTION

EPCOG is seeking proposals from an established organization to provide comprehensive shelter services for veterans and homeless citizens. The selected organization will offer safe and secure accommodations along with essential support services to help veterans and citizens to rebuild their lives.

Project shall not be funded until DFA counsel has approved lease and/or operating agreement(s) between the State of New Mexico and any private operator(s) to ensure fair market rent/adequate consideration and other provisions consistent with New Mexico law. If services are provided in lieu of rent, the approved agreement(s) should contain an exhibit indicating the services to be provided and the credit generated per unit of service.

Section 5. PROGRAM APPROACH

1. Organizational Experience and Expertise:

- a. What is the organization's history and experience in providing shelter services specifically for housing veterans and homeless citizens?
- b. What are the qualifications and experience of the key staff members providing the shelter services?

2. Safety and Security Measures:

- a. How does the proposal ensure the safety and confidentiality of shelter residents, including physical security measures and privacy protocols?
- b. What procedures are in place to handle emergency situations and ensure the safety of both residents and staff?

3. Capacity and Facilities:

- a. What is the shelter's capacity in terms of the number of individuals and families it can accommodate, and what provisions are made for emergency overflow situations?
- b. What are the amenities and facilities available at the shelter to support the residents' daily living needs?

4. Life Skills and Empowerment Programs:

- a. What types of educational workshops and empowerment programs are offered to help residents build life skills, such as financial literacy and job readiness?
- b. How are peer support groups structured to foster a sense of community and mutual support among residents?

Section 6. SELECTION CRITERIA

SELECTION CRITERIA		POSSIBLE POINTS
(1)	Location of Organization / Organization Accessibility	10
(2)	Program Output / Number of citizens and veterans assisted	30
(3)	Program Approach (<i>See Section 5</i>)	40
(4)	Program Budget for the proposed services (<i>Proposed budget submitted will be made part of the services contract.</i>)	10
(5)	Most recent non-profit organization audit or Financial Statements	10
(6)	New Mexico Preferences <ul style="list-style-type: none"> • NM Business NM Resident Veteran	10 (only one shall apply)
(7)	District Preference: organizations located or serving the EPCOG district, which include Harding county, Curry county, Quay county, De Baca county, Guadalupe county, Roosevelt county, and/or Union county	10
	Total Possible Points	120

The organization(s) will be selected based on the organization's written proposal and based on the following criteria above.

Section 7. PROPOSAL SUBMITTAL PROCEDURES

Proposals will be accepted until _____. Proposals received after that date and time will be returned unopened. Proposals can be submitted via U.S. Mail, Hand Delivery or by Courier to the EPCOG office at 418 Main St, Clovis, NM 88101. Electronic proposals can be submitted via email to vsoule@epcog.org provided that all proposal contents are included in a single .pdf attachment.

Proposals shall be a maximum of 20 (twenty) pages, not including cover/title page or proposal forms. Organizations shall provide one (1) original RFP and four (4) copies of their proposal.

The proposals shall be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

1. Transmittal Letter - This letter is to be a brief letter, addressed to EPCOG, which provides the following information:
 - Name and address of the organization,
 - Name, title, telephone number, and email address of the contact person for the organization;
 - A statement that the proposal is in response to this RFP; and
 - The signature typed name and title of the individual who is authorized to commit the organization.
2. Written response and information regarding each of the items listed under Section 5 Program Approach of this RFP packet.
3. Additional information and response to all items (not previously included under #2) listed under Selection Criteria in this RFP packet.
4. Attach a copy of the 501 (c) 3 certificate for the organization.
5. Attach a copy of the Certificate of Organization from the New Mexico Secretary of State
6. Attach a copy of the most current organization audit or year-end financial statements or 990 if available
7. Attach Appendix forms A-D contained in the RFP packet
8. Any additional pertinent information.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Organizations may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal, a request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

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

Section 8. GENERAL CONDITIONS

1. EPCOG reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal which in its judgment is most suitable and advantageous.
2. Payment Terms: Payment shall be made five (5) days from invoice date after receipt of goods/services unless otherwise specified on proposal form or as otherwise agreed by both parties. All invoices shall be submitted directly to 418 Main St, Clovis, NM 88101. E-mailed invoices and supporting documents can be emailed to vsoule@epcog.org.
3. If there is any clarification, problem, ambiguity, or question regarding this RFP, you must contact EPCOG directly, prior to the proposal closing. Clarifications and ambiguities will not be considered after the proposal closing date and time. Answers provided regarding the specifications or RFP package must be answered by the EPCOG Chief Procurement Officer or designee. EPCOG is not responsible for any errors or omissions contained in the organization's proposal.
4. The contract between EPCOG and Organization will follow the format specified by EPCOG and contain the terms and conditions set forth in Appendix E "Professional Services Agreement". However, EPCOG reserves the right to negotiate with the successful Organization provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Organization's proposal will be incorporated into and become part of the contract.

Should an Organization object to any of EPCOG's terms and conditions, as contained in this Section or in Appendix D, that Organization shall propose specific alternative language to the referenced provisions. EPCOG may or may not accept the alternative language. General references to the Organization's terms and conditions or attempts at complete substitutions are not acceptable to EPCOG and will result in disqualification of the Organization's proposal.

5. All information contained in the proposal response must be legible. All corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the Organization and required information must be provided. The contents of the proposal submitted by the successful Organization of the RFP will become a public record upon award and may become a part of any contract approved as a result of this solicitation. If there are portions of the proposal desired to be kept confidential, such as financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §57-3A-1, NMSA 2278, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
6. **APPENDICES included in this request for proposals packet shall be completed and submitted as part of the proposal.**
7. Addenda: All changes, additions, and/or clarifications in connection with the RFP will be issued by EPCOG in the form of written addenda and emailed to the parties who provided the

Acknowledgement of Receipt Form.

8. The successful organization expressly agrees to defend, indemnify and save harmless EPCOG and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the organization, the agents, employees or suborganizations of the organization or the agents or employees of any suborganization of the organization. The indemnity required herein shall not be limited by reason of the specification of any insurance coverage.
9. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-229 NMSA 2278, imposes civil and criminal penalties for its violations. In additions, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.
10. Procedure: Organizations who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Organizations will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). Once awarded, negotiations will be conducted with the successful organization. If a satisfactory agreement can be reached, the contract shall be awarded to the organization. Otherwise, negotiations will either be conducted with each subsequent organization until a satisfactory contract can be established or until EPCOG determines the cancellation of the process is in the best interest of EPCOG.
11. Method of award: An award will be made to the Organization whose proposal is determined to be most professionally and technically complete. The process may, however, include a request for additional information or an oral presentation to support the written proposal; the prices offered will be considered firm and cannot be altered after receipt of the proposals.
12. EPCOG reserves the right to award this contract not necessarily to the Organization with the lowest price, but that demonstrate the best ability to fulfill the requirements of the request for proposals. EPCOG reserves the right to issue multiple awards per sections 13-1-153 and 13-1-154 to fulfill the requirements of the request for proposals.
13. The successful organization shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from EPCOG. The successful organization will perform all services indicated in the proposal in compliance with the negotiated contract.
14. A successful organization must, in the performance of work on this contract, agree to fully comply with all applicable federal, state, and local laws, rules, and regulations.
15. Proposals that do not meet the requirements set forth may be considered non-responsive.
16. EPCOG reserves the right to negotiate any and all elements of this RFP.

17. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
18. All practices, materials, supplies, and equipment shall comply with the Federal Occupations Safety and Health Act, as well as any pertinent Federal, State, and/or Local codes, laws and regulations.
19. Organizations are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title, or interest therein, or its power to execute such agreement to any other person, company, or corporation without the previous written approval of EPCOG.
20. EPCOG reserves the right to refuse to hold harmless or indemnify any Organization for any liability whatsoever.
21. Non-collusion: Organizations, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
22. Non-discrimination: Organizations, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the organization. By signing and submitting a proposal, the organization agrees to comply with this paragraph.
23. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposals, or subsequent contract or purchase order, must be brought in the Fifth Judicial District in and for Chaves County, State of New Mexico, and each party shall pay its own costs and attorney fees.
24. Any contract awarded through this RFP process may be terminated if there are insufficient appropriations or authorizations. Termination will occur through written notice sent to the Organization. The decision by EPCOG regarding the availability of adequate appropriations and allocation of funds by the New Mexico State Legislature will be considered final by the contractor.
25. Project shall not be funded until DFA counsel has approved lease and/or operating agreement(s) between the State of New Mexico and any private operator(s) to ensure fair market rent/adequate consideration and other provisions consistent with New Mexico law. If services are provided in lieu of rent, the approved agreement(s) should contain an exhibit indicating the services to be provided and the credit generated per unit of service.
26. It is the responsibility of the organization to ensure that any addenda issued for this Request for Proposals have been received before submitting a proposal. EPCOG will not accept

responsibility for addenda not being obtained and will not guarantee that addenda will be forwarded or available if the organization does not notify EPCOG in via email to vsoule@epcog.org they intend to submit a response to the proposal.

27. To ensure adequate consideration and application of NMSA 1978, § 13-1-21, organizations must include a copy of their preference certificate with their proposal. Certificates for preference must be obtained through the New Mexico Department of Taxation & Revenue www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

1. New Mexico Business Preference. A copy of the certification must accompany your proposal.

2. New Mexico Resident Veterans Business Preference. A copy of the certification must accompany your proposal.

The Procuring Agency shall not award more than one preference per RFP.

New Mexico Preferences shall not apply when the expenditures for this RFP include federal funds.

Section 9. DEFINITIONS AND TERMS

THIS SECTION CONTAINS DEFINITIONS THAT ARE USED THROUGHOUT THIS REQUEST FOR PROPOSALS (RFP), INCLUDING APPROPRIATE ABBREVIATIONS.

“Close of Business” means 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, whichever is in effect at the time.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Covered Services” means the services which shall be furnished by the Organization and for which payment is included in the proposal.

“Desirable” including the terms “may,” “can,” “should,” or “prefers” to identify a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Finalist” means an Organization who meets all the mandatory specifications of the RFP and whose score on selection factors is sufficiently high to qualify that Organization for further consideration.

“Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other person. It includes any act that constitutes fraud under applicable federal or state law.

“Mandatory” means the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Organization’s proposal or bid.

“Notice of Award” means a formal written notice issued by the EPCOG.

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

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

“Risk” the possibility that revenues of the Organization will not be sufficient to cover expenditures incurred in the delivery of contractual services.

“EPCOG” means the Eastern Plains Council of Governments.

“State” means the State of New Mexico.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of the Request for Proposal solicited by the Eastern Plains Council of Governments (EPCOG) RFP # 2024-01.

The acknowledgment of receipt must be signed and returned to EPCOG by no later than 5:00 P.M. on August 21, 2024. Only prospective organizations that choose to return this form, completed with the expressed intention of submitting a proposal, will be provided with copies of all written questions from organizations and the EPCOG's written responses to those questions, along with any issued RFP amendments.

ORGANIZATION: _____

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. Organization does/does not (*circle one*) intend to respond to this Request for Proposals.

Vincent M. Soule
Deputy Director
vsoule@epcog.org
418 Main St.
Clovis, NM 88101

APPENDIX B

MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

Yes/No	<p><u>Acknowledgement of Receipt Form</u> This form must be signed by an authorized representative of the organization, dated, and returned by 5:00 P.M. on the specified date outlined in the Sequence of Events.</p>
Yes/No	<p><u>Pre-proposal meeting</u> EPCOG will offer an overview of the Request for Proposal (RFP) to potential organizations, aiming to enhance their comprehension of the RFP documents, the scope of work, and any specific requirements crucial for consideration in the award process.</p>
Yes / No	<p><u>Letter of Transmittal</u> Every proposal must include a letter of transmittal (Please Refer to Appendix C).</p> <p><i>NOTE: The proposal must be binding without any restrictions. Offerors are prohibited from including language in the Letter of Transmittal such as "subject to successful negotiation" or similar phrases. The letter of transmittal MUST adhere to the provided format and must be signed by the appropriate representatives. Failure to comply with these instructions will lead to the rejection of the proposal.</i></p>
Yes / No	<p><u>Number of Copies</u> Proposals shall be a maximum of 20 (twenty) pages, not including cover/title page or proposal forms. Organizations shall provide one (1) original RFP and four (4) copies of their proposal.</p>
Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u> All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.), organized and delineating each section.</p> <p>The proposals shall be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:</p> <ol style="list-style-type: none"> 1. Transmittal Letter - This letter is to be a brief letter, addressed to EPCOG, which provides the following information: <ul style="list-style-type: none"> • Name and address of the organization, • Name, title, telephone number, and email address of the contact person for the organization, • A statement that the proposal is in response to this RFP; and • The signature typed name and title of the individual who is

	<p>authorized to commit the organization.</p> <ol style="list-style-type: none">2. Written response and information regarding each of the items listed under Section 5 Program Approach of this RFP packet.3. Additional information and response to all items (not previously included under #2) listed under Selection Criteria in this RFP packet.4. Attach a copy of the 501 (c) 3 certificate for the organization, if applicable.5. Attach a copy of the Certificate of Organization from the New Mexico Secretary of State6. Attach a copy of the latest organization audit or the most recent month-end financial statements or most recent 990 if available7. Attach Appendices A-D contained in the RFP packet8. Any additional pertinent information. <p><i>Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.</i></p>
--	--

APPENDIX C

LETTER OF TRANSMITTAL FORM

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization (s): **(Proposed Organization)**

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). **(Proposed Organization)**

Name _____
Title _____
Telephone _____
Address _____
Fax _____
Email _____

3. For the person (s) to be contacted for clarifications:

Name _____
Title _____
Telephone _____
Address _____
Fax _____
Email _____

4. List Proposed Subcontractors:

As a representative of the organization listed in Item #1, I hereby affirm acceptance of the General Conditions outlined in Section 8.

I acknowledge that our proposal submission signifies agreement to the submittal requirements and selection criteria outlined in the RFP.

Furthermore, I confirm receipt of any amendments made to this RFP.

I understand and agree that this proposal remains binding and firm for a duration of sixty (60) days following the proposal submission deadline.

Name: (Type Name)

Date

Signature

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

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 legal organization 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 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 legal organization must disclose whether they, a family member or a representative or the prospective legal organization 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 legal organization submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the legal organization signs the contract, if the aggregate total of contributions given by the prospective legal organization, a family member or a representative of the prospective legal organization 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 legal organization, a family member of the prospective legal organization, or a representative of the prospective legal organization 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 legal organization 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 legal organization.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE LEGAL ORGANIZATION 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 legal organization 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 either 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 an individual who volunteers a portion or all of their time in 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.

“Contract” means any Agreement for the procurement of items of tangible personal property, services, professional services or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

“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 to the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

“Prospective legal organization” means a person who 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 qualifies for a sole source or a small purchase contract.

“Representative of a prospective legal organization” 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 legal organization.

DISCLOSURE OF CONTRIBUTIONS:

Contribution made to:

Relation to Prospective Organization:

Name of Applicable Public Official:

Date contribution(s) Made:

Amount(s) of Contributions:

Nature of Contributions(s):

Purpose of Contributions(s):

Signature, Title, Date

--OR--

NO CONTRIBUTION(S) IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature, Title, Date

APPENDIX E

CONTRACT TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT

EASTERN PLAINS COUNCIL OF GOVERNMENTS

AND

(ORGANIZATION)

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is hereby entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the Eastern Plains Council of Governments (“EPCOG”), located at 418 Main St, Clovis, NM 88101, and ORGANIZATION, a(n) non-profit organization, whose principal address is _____ (“Organization”).

1. **Scope of Services:** The Organization shall provide the services described in their proposal and as may have been amended as required by EPCOG. The response submitted on _____ is hereby incorporated herein by reference and made an integral part of the agreement between the parties. The submitted proposal affirms your organization's commitment to fulfilling all proposed activities and obligations within the agreed timeline and scope. This integration formalizes our collaboration and lays the foundation for successfully achieving the program objectives outlined in both the RFP and your organization’s response.

2. **Time of Performance:** Agreement will commence on _____, and will continue through **June 30, 2026**, contingent on the availability of funds under NM Gro Legislative Appropriation **24-ID019**. Further, EPCOG and the Organization reserve the right to terminate this agreement in writing for no cause by giving fifteen (15) days’ notice to the other party.

3. **Compensation and Method of Payment:** For performing the services specified in the Scope of Services, the EPCOG agrees to reimburse the Organization according to the following:

- a. Organization may receive reimbursement for expenses up to **\$160,000** for services performed under the terms of this Agreement. Any expenses incurred after the Time of Performance as specified in Paragraph 2 are not eligible for reimbursement.
- b. Organization shall submit certified monthly invoices for actual work performed and expenses with required documentation.
- c. Any request for reimbursement must have the required documentation as required by the EPCOG reimbursement process. Payment will be processed within five (5) days from receipt of funds from the state for invoice(s) submitted.

4. **Independent Contractor:** Neither the organization nor its employees are considered to be employees of the EPCOG for any purpose whatsoever. The Organization is always considered an independent contractor in the performance of the services described in their proposal. The Organization further understands that neither it nor its employees are entitled to any benefits from EPCOG under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of EPCOG.

5. **Taxes:** Organization acknowledges that it is responsible for the payment of all income taxes, gross receipts taxes and other deductions by law for any compensation received from the EPCOG.

6. **Organization Insurance Requirements:** EPCOG requires that the Organization hired for the Services Contract to have general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. EPCOG is to be named as an additional insured on the Organization's policy and a certificate of insurance must be provided to EPCOG and it must state that the coverage provided under the policy is primary over any other valid insurance.

7. **Indemnity:** To the fullest extent permitted by law, the Organization agrees to defend, indemnify and hold harmless the EPCOG and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against the Organization for or on account of any matter arising from the services performed by the Organization under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

8. **Discrimination Prohibited:** In performing the services required hereunder, the Organization shall not discriminate against any person based on race, color, religion, sex, sexual orientation, gender identity, national origin or ancestry, age, physical handicap, or disability per NMSA 1978, § 28-1-1 et seq. (New Mexico Human Rights Act).

9. **Reports and Information:** At such times and in such forms as the EPCOG may require, there shall be furnished to the EPCOG such statements, records, reports, data and information, as the EPCOG may request pertaining to matters covered in this Agreement.

10. **Establishment and Maintenance of Records:** Records shall be maintained by the Organization in accordance with applicable law and requirements prescribed by EPCOG with respect to all matters covered by this Agreement. Except as otherwise authorized by EPCOG, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to EPCOG as directed.

11. **Publication, Reproduction and Use of Materials:** No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. EPCOG shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. EPCOG and the Organization acknowledge that the above is not meant to affect the attorney/client privilege unless waived by EPCOG.

12. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

13. **Workers' Compensation:** Organization agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Organization fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by EPCOG.

14. **Conflict of Interest:** Organization warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Organization shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

15. **Assignment:** Organization's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of EPCOG.

16. **Amendment:** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. **Entire Agreement:** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico.

18. **Notices:** All notices, requests, or other communication to the parties shall be given in writing addressed as follows:

Eastern Plains Council of Governments
Sandy Chancey, Executive Director
418 Main St.
Clovis, NM 88101

Phone: 575-762-7714
schancey@epcog.org

Organization
ATTN: _____
_____, NM ____

19. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20. **Authorized Representative:** The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the organization.

EPCOG

ORGANIZATION

By: Sandy Chancey
Executive Director

By: _____
Title: _____

Date: _____

Date: _____

**EPCOG
 NM GRO Appropriation
 Request for Reimbursement Form
 Exhibit A**

I. Appropriation Receptient Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
- C. Phone No: _____
- D. Appropriation No: _____
- E. Appropriation Title: _____
- F. Appropriation Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Appropriation Amount: \$ _____
- C. Funds Requested to Date: \$ _____
- D. Amount Requested this Payment: \$ _____
- E. Reversion Amount (If Applicable): \$ _____
- F. Appropriation Balance: \$ _____
- H. Final Request for Payment (if Applicable)
- I. Final Report Included (If Applicable)

III. Fiscal Year : 2025 (July 1, 2024 - June 30, 2025)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Appropriation Receptient Fiscal Officer
 or Executive Director (if applicable)

Appropriation Receptient
Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(EPCOG Use Only)

Vendor Code: _____ Fund No.: _____ GL No: _____

I certify that the EPCOG financial and vendor file information agree with the above submitted information.

 EPCOG Appropriation Coordinator Date

 EPCOG Financial Administrator Date



NM Gro Appropriation
 Final/Quarterly Report Form
 Exhibit B

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appreciation Fund	Amount
Personnel Expenses	
Other Operating Expenses	
Capital Expenses	
Other _____	
Total Amount of Appropriation Funds Expended	

Narrative
Describe the outcomes, results, benefits, and/or uses of the appropriation fund

APPENDIX E

Exhibit C

Organization's Proposal