



Mid-Region Council of Governments



REQUEST FOR PROPOSALS

For

On Call Grant Services

Issued: July 30, 2023
MRCOG Procurement No. 2024-01

Table of Contents

Table of Contents

1.0	INTRODUCTION.....	1
1.1	Purpose of this Request for Proposals	1
1.2	Scope of Work	1
1.3	Background	1
1.4	Procurement Officer	1
1.5	Definitions	2
2.0	CONDITIONS GOVERNING PROCUREMENT	3
2.1	Sequence of Events	3
2.2	Explanation of Events	3
2.2.1	Pre-Proposal Conference	3
2.2.2	Deadline to Submit Additional Questions	3
2.2.3	Notification of Written Responses and Amendments	3
2.2.4	Procurement Distribution List for Written Responses and Amendments	3
2.2.5	Submission of Proposal	4
2.2.6	Proposal Evaluation	4
2.2.7	Selection of Finalists	4
2.2.8	Oral Presentation by Finalists (Optional)	4
2.2.9	Best and Final Offers from Finalists	4
2.2.10	Contract Negotiations	4
2.2.11	Contract Award	5
2.2.10	Protest of Award	5
2.3	General Requirements	5
2.3.1	Acceptance of Conditions Governing the Procurement	5
2.3.2	Incurring Cost	5
2.3.4	Prime Contractor Responsibility	5
2.3.5	Subcontractors	6
2.3.6	Amended Proposals	6
2.3.7	Offeror's Rights to Withdraw Proposal	6
2.3.8	Proposal Offer Firm	6
2.3.9	Disclosure of Proposal Contents	6
2.3.10	No Obligation	6
2.3.10	Termination of RFP	7
2.3.11	Sufficient Appropriation	7
2.3.12	Governing Law	7
2.3.13	Basis for Proposal	7
2.3.14	Contract Terms and Conditions	7
2.3.15	Approval of Contractor Personnel	7
2.3.16	Contract Deviations	8
2.3.17	Offeror Qualifications	8
2.3.18	Right to Waive Technical Irregularities	8
2.3.19	Project Team Prohibited Activities	8
2.3.20	Notice – Civil and Criminal Penalties	8
2.3.21	MRCOG Rights	8
2.3.22	Right to Publish	8
2.3.23	Ownership of Proposals	8
2.3.24	Electronic Mail Address Required	9
2.3.25	Electronic and Web Site Versions of this RFP	9
2.4.	Special Provisions	9
2.4.1	Prohibition Against Use of Federal Funds for Lobbying	9
2.4.2	Debarment and Suspension	9

	2.4.3	Affirmative Action/Civil Rights Compliance	9
	2.4.4	Campaign Contribution Disclosure	9
	2.5.	Federal Provisions	10
3.0		RESPONSE FORMAT AND ORGANIZATION	17
	3.1	Number of Responses	17
	3.2	Number of Copies	17
	3.3	Proposal Format	17
	3.3.1	Proposal Organization	17
	3.3.2	Proposal Form	18
4.0		SPECIFICATIONS	18
	4.1	Key Elements	18
	4.1.1	Element 1. Grant Research and Writing Expertise	18
	4.1.2	Element 2. Grant Management Expertise	18
	4.2	Evaluation Factors	19
	4.2.1	Project Understanding	19
	4.2.2	Qualifications, Resources and Expertise	19
	4.2.3	Technical Approach	19
5.0		EVALUATION	19
	5.1	Evaluation Point Summary	19
	5.2	Evaluation Process	19
	5.2.1	Proposal Compliance	19
	5.2.2	Contacting Offerors	20
	5.2.3	Finalist Selection	20
APPENDIX 1			21
		PROPOSAL FORM	21
APPENDIX 2			22
		ACKNOWLEDGEMENT OF RFP RECEIPT	22
APPENDIX 3			23
		CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING	23
APPENDIX 4			24
		CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS	24
APPENDIX 5			25
		CAMPAIGN CONTRIBUTION DISCLOSURE FORM	25
APPENDIX 6			32
		CERTIFICATION REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION	32
EXHIBIT A			33
		DRAFT CONTRACT	33

REQUEST FOR PROPOSALS

For

On Call Grant Services

For

Mid-Region Council of Governments (MRCOG)
Mid-Region Metropolitan Planning Organization (MRMPO)
RioMetro Regional Transit District (RMRTD)
Mid-Region Regional Planning Program (RPP)
Work Force Connection of Central New Mexico (WCCNM)

MRCOG Procurement No. 2024-01

Issue Date: July 30, 2023

Pre-proposal Conference: None

Proposal Due Time/Date: August 21, 2023, 2:00 p.m. (MDT)

Mid-Region Council of Governments
809 Copper Ave., NE, Albuquerque, New Mexico 87102
Phone: (505) 247-1750, Fax: (505) 247-1753
www.mrcog-nm.gov

1.0 INTRODUCTION

1.1 Purpose of this Request for Proposals

The Mid-Region Council of Governments (MRCOG) invites individuals and firms (Offerors) to submit proposals for a Contract for the work indicated in the title page of this RFP in accordance with the specifications contained in this Request for Proposal (RFP). This RFP contains specific requests for information.

The purpose of this procurement is to select multiple individual(s)/firm(s) that will assist the MRCOG, its member agencies and cooperating entities in providing the necessary expertise and resources to support grant research, grant writing, and grant management.

Contingent upon MRCOG's satisfaction with the performance of selected Contractor(s) and acceptance of project deliverables under a Contract negotiated for services described in this RFP, MRCOG may consider extending or renewing the Contract. The Contract, including any extensions or renewals, may not exceed four (4) years in total.

This project may be funded in part through federal funds. As such, applicable federal laws, regulations and guidelines shall be adhered to by the Contractor as part of the Contract.

Do not include pricing, pursuant to the Brooks Act, (40 U.S.C. United States Code, 2012 Edition Title 40 - Public Buildings, Property, and Works Subtitle I - Federal Property and Administrative Services Chapter 11 - Selection of Architects and Engineers), pricing will not be part of the evaluation criteria.

1.2 Scope of Work

The MRCOG desires to access "on call grant services" for grant writing, grant research, and grant management for the MRCOG, the Mid-Region Metropolitan Planning Organization (MRMPO), the Rio Metro Regional Transit District (RMRTD), the Mid-Region Regional Planning Program (RPP) and the Work Force Connection of Central New Mexico (WCCNM) for the purposes of seeking and securing funding for projects in the Mid-Region. The areas of expertise desired are described in Section 4.1.

1.3 Background

The Mid-Region Council of Governments (MRCOG) is an association of local governments in central New Mexico. Members include county, municipal, and special purpose units of governments in the Counties of Bernalillo, Sandoval, Tarrant and Valencia. The MRCOG is engaged in a variety of transportation and planning activities necessary to support functions related to the MRMPO, the RMRTD, RPP and the WCCNM. This RFP is designed to solicit on call grant services to augment in-house resources.

1.4 Procurement Officer

MRCOG have designated a Procurement Officer who is responsible for the conduct of this procurement. The Procurement Officer is:

Phil Pino
MRCOG Procurement Officer
809 Copper Ave., N.W.
Albuquerque, NM 87102
Phone : (505) 724-3634 Fax : (505) 247-1753
E-mail : ppino@mrcog-nm.gov

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

1.5 Definitions

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

"Close of business" means 5:00 p.m. MDT.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding Contract.

"Determination" means the written documentation of a decision by the Procurement Officer or Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Director to evaluate Offertory proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Officer and the Evaluation Committee for submission to the Director for Contract award. It contains all written determinations resulting from the procurement.

"Finalist Offeror" is defined as an Offeror whose offer complies with all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Grant" means funding available for governments or organizations that is awarded based on a defined criteria for a specific purpose.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to comply with a mandatory item or factor will result in the rejection of the Offerors proposal.

"MRCOG" means the Mid-Region Council of Governments of New Mexico. "Offeror" is any person, corporation, or partnership who submits a proposal.

"Procurement Officer" means the person or designee authorized by the Executive Director to manage, administer and oversee all procurements and Contracts.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, quality, quantity or delivery requirements. Upon the recommendation of staff, the Director will make the final determination as to whether an Offer is considered to be responsive.

2.0 CONDITIONS GOVERNING PROCUREMENT

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

2.1 Sequence of Events

The Procurement Officer will make every effort to adhere to the Procurement Schedules shown in this RFP. The time frames shown may be subject to change at the discretion of the MRCOG.

Issue RFP	July 30, 2023
Written Questions Due	August 7, 2023, 12:00 p.m. (MST)
Proposals Due	August 21, 2023, 2:00 p.m. (MST)
Evaluation Committee	Week of August 28, 2023
Orals (if Necessary)	Week of September 04, 2023
Selection of Finalist(s)	Week of September 04, 2023

2.2 Explanation of Events

2.2.1 Pre-Proposal Conference

There will be no pre-proposal conference associated with this RFP.

2.2.2 Deadline to Submit Additional Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this solicitation to the Procurement Officer. All written questions must be **emailed** to the Procurement Officer at the address specified in this solicitation. The Procurement Officer will provide a written response only to written requests that are received at least five (5) working days prior to the submittal due date.

2.2.3 Notification of Written Responses and Amendments

In order to receive notification of written responses to written questions and solicitation amendments, if any, potential Offerors must complete and submit Appendix 2 Acknowledgement of RFP Receipt as contained herein. The Acknowledgement of RFP Receipt must be emailed to the Procurement Officer. Offerors **must include an email address** on the Acknowledgement of Receipt. The Acknowledgement of RFP Receipt must be received at least five (5) days prior to the proposal submittal due date for a potential Offeror to be placed on the procurement distribution list.

2.2.4 Procurement Distribution List for Written Responses and Amendments

Only Offerors who submit the Acknowledgement of RFP Receipt as provided in Appendix 2 will be included on the procurement distribution list. Written responses to written questions and any solicitation amendments will be **emailed** to all potential Offerors whose organization appears on the procurement distribution list.

2.2.5 Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

All proposals must be received electronically via email by the Procurement Officer or designee no later than 2:00 p.m. (MDT) on August 21, 2023, as defined in Section 3.1 of this RFP. Proposals received after this deadline will not be accepted. The date and time will be noted on each proposal as it is received via electronic email.

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

Offers will be considered to be responsive if they conform to the requirements set forth herein. All offers must include certifications that are made a part of this solicitation.

2.2.6 Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. The Offerors **SHALL NOT** initiate discussions. Potentially responsive proposals are proposals that could reasonably be anticipated as capable of being made responsive.

2.2.7 Selection of Finalists

The Purchasing Officer will provide the list of finalists to the Executive Director. The Purchasing Officer will notify the finalist Offerors of their selections. Only finalists will be invited to participate in the subsequent steps of the procurement. The final schedule for the oral presentations (if necessary) will be determined at this time.

2.2.8 Oral Presentation by Finalists (Optional)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the MRCOG address noted herein. Each presentation will be limited to one hour with an additional fifteen minutes for questions and answers.

2.2.9 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

2.2.10 Contract Negotiations

A draft Contract is made a part of this solicitation as evidenced in Exhibit A. The Contract is subject to change and shall be negotiated with the Finalist Offerors selected for award by the Executive Director. In the event that mutually agreeable terms cannot be reached within a reasonable time, defined herein as within fifteen (15) calendar days from the date that the Finalist Offeror is notified of the award, the MRCOG reserves the right to negotiate a Contract with another Finalist Offeror without undertaking a new procurement process. MRCOG also reserves the right to make multiple Contract awards per element.

2.2.11 Contract Award

The Contract shall be awarded to the Finalist Offeror or Offerors whose scores on the evaluation factors specified herein is sufficiently high and who negotiates a Contract of mutually agreeable terms with the MRCOG within a reasonable time as defined in this solicitation. Contract award may be to multiple Offerors.

Contracts are not valid until signed by all parties to the Contract issued in response to this RFP.

2.2.10 Protest of Award

An Offeror who has submitted a responsive Offer on this RFP may protest the award of a Contract resulting from the RFP. The protest must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest period will begin on the day following the Contract award and will end at close of business on the following fifteenth calendar day. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

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Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the MRCOG procurement policy, the New Mexico Procurement Code and applicable Federal regulations.

MRCOG requires that all Offerors agree to be bound by the "General Requirements" contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors should indicate their acceptance of the "Conditions Governing the Procurement" section in the letter of transmittal. However, submission of a proposal constitutes acceptance of the evaluation factors specified in this RFP.

2.3.2 Incurring Cost

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

2.3.4 Prime Contractor Responsibility

Any Offeror awarded a Contract as a result of this RFP will be solely responsible for fulfillment of the Contract with MRCOG. MRCOG will make Contract payments only to the prime Contractor.

2.3.5 Subcontractors

Intended use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be solely responsible for the entire performance of the Contract whether or not subcontractors are identified in the proposal or used in the performance of the Contract.

2.3.6 Amended Proposals

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

2.3.7 Offeror's Rights to Withdraw Proposal

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

2.3.8 Proposal Offer Firm

Responses to this RFP will be considered firm in that revisions, alteration or changes will not be considered, other than Best and Final Offers solicited by the Evaluation Committee, for a period of ninety (90) calendar days after the due date for receipt of proposals.

2.3.9 Disclosure of Proposal Contents

The proposals will be kept confidential until a Contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

2.3.10 No Obligation

This procurement in no manner obligates MRCOG to the use of any proposed professional services until a valid written Contract is awarded and approved by the appropriate authorities.

2.3.10 Termination of RFP

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when MRCOG determine such action to be in the best interest of MRCOG.

2.3.11 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the Contractor will affect such termination. The Contractor will accept MRCOG's decision as to whether sufficient appropriations and authorizations are available as final.

2.3.12 Governing Law

The laws of the state of New Mexico and applicable Federal regulations shall govern this procurement and any agreement with Offerors that may result. In the case where there is disparity among applicable regulations, the most stringent regulations, those that supersede all other regulations pertaining to this RFP, shall control in the first order under this solicitation.

2.3.13 Basis for Proposal

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

2.3.14 Contract Terms and Conditions

The contract to be executed between the MRCOG and Contractor will include language similar to that put forth in Exhibit A of this RFP. The Contract between MRCOG and a Contractor will follow the format specified by the MRCOG. An Offeror may review the form of the Contract at the office of the Procurement Officer. However, MRCOG reserves the right to negotiate with a successful Offeror Contract provisions in addition to those contained in this RFP.

Should an Offeror object to any of the terms and conditions as contained in this Section, the Offeror should propose specific alternative language. MRCOG may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at substantive or complete substitutions are not acceptable to the MRCOG and will result in disqualification of the Offerors proposal.

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

2.3.15 Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal are considered material to any work performed under this RFP and subsequent Contract.

During the course of this procurement and after the Contract has been signed, no changes of personnel will be made by the Contractor without prior written consent of the Procurement Officer. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive immediately upon receiving assignments. Approval of the replacement personnel shall not be unreasonably withheld.

MRCOG shall retain the right to request the removal of any of the Contractor's personnel at any time.

2.3.16 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between MRCOG and the selected Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

2.3.17 Offeror Qualifications

The Procurement Officer may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Officer 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.

2.3.18 Right to Waive Technical Irregularities

The Procurement Officer reserves the right to waive technical irregularities. The Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of MRCOG.

2.3.19 Project Team Prohibited Activities

MRCOG employees, members or volunteers and its affiliates' employees, members or volunteers are prohibited from participating directly or indirectly in the preparation of this procurement when the employee knows that the individual or any member of the individual's family has a financial interest in the business seeking or obtaining a Contract.

2.3.20 Notice – Civil and Criminal Penalties

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.

2.3.21 MRCOG Rights

The MRCOG reserves the right to accept all or a portion of the proposal of an Offeror selected for award.

2.3.22 Right to Publish

Throughout the duration of this procurement process and Contract term, potential Offerors, and Contractors must secure from MRCOG 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 Offerors proposal or termination of the Contract.

2.3.23 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of MRCOG. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned upon written request to the Procurement Officer after the expiration of the protest period. Offerors not selected for award of a Contract may pick up the documentation at MRCOG office within a fifteen (15) day period following the close of the protest period.

2.3.24 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

2.3.25 Electronic and Web Site Versions of this RFP

This RFP is available by electronic means upon request to the Procurement Officer and from the following website:

<https://www.mrcog-nm.gov/>
<https://www.riometro.org/>
<https://www.wccnm.org/>

If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offerors possession and the version maintained by MRCOG, the version maintained by the MRCOG shall govern.

2.4. Special Provisions

This procurement may be supported in part or in whole from time to time with federal and state funds. Therefore, the following certifications and requirements apply to this solicitation:

2.4.1 Prohibition Against Use of Federal Funds for Lobbying

In accordance with Federal Acquisition Regulations (FAR) 52.203-12, neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required for this solicitation as provided in Appendix 3 of this solicitation.

2.4.2 Debarment and Suspension

Pursuant to FAR 52.209-6, the Contractor shall provide certification to protect the MRCOG's interests related to Government-wide Debarment and Suspension, and otherwise comply with the requirements of those regulations. Certification is required as provided in Appendix 4 of this solicitation.

2.4.3 Affirmative Action/Civil Rights Compliance

In accordance with FAR 52.222-21/36, the Contractor shall adhere to Affirmative Action / Equal Employment Opportunity policies. Certification for Affirmative Action/Civil Rights Compliance as provided in Appendix 6 of this solicitation provides that assurance.

2.4.4 Campaign Contribution Disclosure

Pursuant to the State of New Mexico Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. Certification is required as provided in Appendix 5 of this solicitation.

2.5. Federal Provisions

At this time, it is not determined if Federal Funds will be used for any Grant Writing services, but, in the future, MRCOG entities may use Federal Funds. If this is the case, all, and any Federal Regulations will apply. Appendix 4 of this RFP is a requirement.

A. No Government Obligations to Third Parties.

The Parties acknowledge and agree that, notwithstanding any concurrence by the Federal Government for approval of the award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the parties, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements and Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC. § 3801 *et seq.* and U.S. DOT regulations, Program Fraud Civil Remedies, 49 CFR. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC. § 1001 and 49 USC. § 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records and Reports.

Pursuant to 49 CFR 18.36(i), the Contractor agrees to provide MRCOG, the FTA Administrator, the Comptroller General of the United States or any other authorized representative access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit the reproduction by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, in which case, the Contractor agrees to maintain same until MRCOG, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. Federal Changes.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the *Master Agreement* between MRCOG and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this contract.

E. Termination.

This Agreement may be terminated without cause by either of the Parties and for the convenience of the terminating Party upon written notice delivered to the other Party at least ninety (90) days prior to intended termination and specifying the effective date of such termination. A termination pursuant to this provision does not nullify a Party's obligations for performance or liabilities for failure to perform Services already incurred prior to the date of termination.

F. Civil Rights Compliance.

- (1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations or other implementing regulations that FTA may issue.
- (2) Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying Agreement:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR. Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, 42 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies undertaken in the course of the Project.
 - b. *Affirmative Action* - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any Federal implementing requirements.
 - c. *Age* - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any further Federal implementing requirements.

- d. *Disabilities* - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR. Part 1630, pertaining to employment of persons with disabilities.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

G. Disadvantaged Business Enterprise

(1) This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A list of certified Disadvantage Business Enterprise (DBE) businesses can be obtained from the New Mexico State Highway and Transportation Department, Office of Equal Employment Opportunity Programs website: <https://nmdot.dbesystem.com>. A separate contract goal has not been established for this Agreement.

(2) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as deemed appropriate. Each subcontract to this Agreement that the Contractor signs with must include the assurance in this paragraph.

(3) The Contractor agrees to pay each subcontractor under the Agreement for satisfactory performance no later than thirty (30) days from the receipt of each payment the Contractor receives from MRCOG. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MRCOG. This clause applies to both DBE and non-DBE subcontracts.

(4) If applicable, the Contractor is required to pay all retainage owed to each subcontractor for satisfactory completion of accepted work within thirty (30) days from the receipt of each payment the Contractor receives from the MRCOG. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MRCOG. This clause applies to both DBE and non-DBE subcontracts.

(5) The Contractor may be required to report its DBE participation obtained through race-neutral means throughout the period of the Agreement. For this purpose, the Contractor may be requested to create a subcontractors list, consisting of information about all DBE and non-DBE firms under this Agreement.

H. Incorporation of Federal Transit Administration (FTA) Terms.

All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause the agency to be in violation of the FTA terms and conditions

I. Debarment and Suspension.

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that none of the subcontractors, principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, engaged under this Agreement are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor agrees to and assures that its third party contractors and sub recipients will review the Excluded Parties Listing System (EPLS) at <https://www.sam.gov/> before entering into any contracts.

J. Fly America.

The Contractor shall comply with 49 USC 40118, the Fly America Act, in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for Federal Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements in this section in all subcontracts that may involve international air transportation.

K. Energy Conservation Requirements.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

L. Prohibition Against Use of Federal Funds for Lobbying

Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required. Certification is required.

M. Breaches and Dispute Resolutions

(1) Disputes. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by an authorized representative of MRCOG. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of MRCOG. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of MRCOG shall be binding upon the Contractor and the Contractor shall abide by the decision.

(2) Performance During Dispute. Unless otherwise directed by MRCOG, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Remedies. If any controversy or claim arising out of this Contract cannot be settled by the Parties directly, the Parties will submit the controversy or claim to mediation using a mediator mutually acceptable to the Parties or, if the Parties cannot agree on a mediator, a mediator chosen by mediators chosen by each Party. If the Parties are unable, after a reasonable period of time, to produce through such mediation a mutually satisfactory resolution on the matter, the dispute will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the MRCOG is located.

(4) Right and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MRCOG or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

N. Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The Contractor agrees to report each violation to MRCOG and understands and agrees that MRCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

O. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation and understands and agrees that the MRCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

P. Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Q. Access Requirements for Individuals with Disabilities

The Contractor shall, at all times, be in compliance with all statutory requirements imposed by or pursuant to Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 at 49 CFR Parts 27, 37 and 38, as well as any additional requirements which may be placed into effect during this Contract.

R. Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

S. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

T. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal

Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those NYSDOT - December 2009 Federal Government Required Clauses & Certifications (FTA Procurements) Page 22 of 24 rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

U. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

V. Preliminary Engineering/Construction Engineering

(1) Preliminary Engineering/Construction Engineering consultant selection procedures shall be in accordance with 23 CFR Part 172 and the State Procurement Code, NMSA 1978, §§ Chapter 13-1-1 et. seq.

(2) Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs to be kept on file for five (5) years.

3.0 RESPONSE FORMAT AND ORGANIZATION

3.1 Number of Responses

Offerors shall submit only **one** (1) proposal for contracts associated with this RFP.

3.2 Number of Copies

ELECTRONIC SUBMISSION ONLY Responses: ppino@mrcog-nm.gov

Proposals in response to this RFP must be submitted via email to: ppino@mrcog-nm.gov
Offerors need only submit one single electronic copy of each portion of its proposal as outlined below. EXCEPTION: Single electronic files that exceed 20mb may be Emailed as multiple Emails, which must be the least number of emails necessary to fall under the 20mb limit. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below.

The MRCOG Procurement Officer will provide electronic copies to the evaluation committee.

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. Proposals shall be no longer than 30 pages (single-sided) excluding front and back covers.

Pages may be single spaced with a font of no less than number 10.

3.3.1 Proposal Organization

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

- Tab 1. Appendix 1: Proposal Form
- Tab 2. Project Understanding
- Tab 3. Qualifications, Resources & Expertise
- Tab 4. Technical Approach
- Tab 5. Certifications
 - Appendix 3: Certification Restrictions on Lobbying
 - Appendix 4: Certification Debarment, Suspension
 - Appendix 5: Campaign Contribution Disclosure
 - Appendix 6: Certification Affirmative Action

Note that Appendix 2: Acknowledge of RFP Receipt is an optional form as per section 2.2.3, submitted by Offerors who wish to receive written responses to written questions and solicitation amendments as specified in this solicitation. Certifications to be included in Tab 5 are required to ensure that an Offeror has completed a responsive proposal. The completed certifications will not count toward the page limits of the proposal.

Within each section of the proposal, Offerors shall address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

3.3.2 Proposal Form

Each proposal must contain - as the first item in the organized and indexed sequence – the fully executed Proposal Form as presented in Appendix 1 of this solicitation. Failure to provide the form with all the information indicated will result in rejection of the proposal as non-responsive.

4.0 SPECIFICATIONS

Proposal narratives along with required supporting materials will be evaluated and awarded points as detailed in the Evaluation Section of this solicitation. This solicitation includes two (2) key elements which will be evaluated and ranked individually and according to four (4) evaluation factors described in Section 4.2. Evaluation factors, including Project Understanding, Qualifications, Resources and Expertise and Technical Approach will be examined in the scoring of responsive proposals. Offerors should respond in the form of a thorough narrative to each evaluation factor in the proposal.

4.1 Key Elements

Offerors should respond in the form of a thorough narrative to each mandatory specification. Because the MRCOG is interested in securing expertise covering all elements, Offerors may propose on either or both of the key elements described within this solicitation. Each one of the key elements will be evaluated separately and are eligible for separate awards.

The MRCOG is seeking to secure expertise related to all elements for rural communities in the Mid-Region. Offerors should describe in their narrative their related experience and knowledge of working with rural agencies.

The MRCOG is also seeking to secure expertise related to all elements on tribal land and for tribal governments. Offerors should describe in their narrative their related experience and knowledge of tribal laws, rules and regulations if applicable.

4.1.1 Element 1. Grant Research and Writing Expertise

Using a project list, the Offeror will research grant opportunities to match funding opportunities with identified projects. The Offeror must advise communities on the grant requirements including match, reporting, and compliance, and help to determine which funding sources to apply for based on their organizational capacity.

Once a funding opportunity is selected and available, the Offeror shall thoroughly review the grant solicitation requirements and all pertinent materials provided by the funding entity (e.g. notice of funding availability, frequently asked questions and webinars). Prior to the submittal deadline, the Offeror shall manage and track the completion of all information and data gathering, writing, revisions, editing, and pre-submission tasks to ensure timely submission. At or before the submittal deadline, the Offeror will submit a complete grant application package to the appropriate location.

4.1.2 Element 2. Grant Management Expertise

The Offeror will prepare documentation and reports in compliance with the requirements stated in the grant award. The Offeror shall also be responsible for monitoring, assessing, and ensuring that the awardee complies with all terms and conditions of the award. At the end of the award period the Offeror will perform a final review of the completed award, make appropriate adjustments or disallowances, and process close-outs ensuring compliance with all regulatory and legal requirements.

4.2 Evaluation Factors

Four (4) evaluation factors, including Project Understanding, Qualifications, Resources and Expertise, and Technical Approach will be examined in the scoring of responsive proposals. Offerors should respond in the form of a thorough narrative to each evaluation factor as it applies to the key elements for which the Offeror is including in the proposal.

4.2.1 Project Understanding

Offerors shall provide a narrative on their understanding of the proposed work.

4.2.2 Qualifications, Resources and Expertise

Offerors shall provide a description of their qualifications and resources available. This description should include the relevant education and licensure of key personnel. Offerors also shall provide a description of relevant previous experience of the firm and for each of the key individuals proposed in each of the key elements.

4.2.3 Technical Approach

Offerors shall provide a narrative as to the technical approach proposed in order to accomplish the key elements. A description must be provided of methodologies to be applied and specialized problem solving skills that may be required in order to achieve the overall scope of the key element. For each proposed element, Offerors also should address the quality control procedures that would be used to ensure the accuracy and adequacy of the Offeror's work.

5.0 **EVALUATION**

5.1 Evaluation Point Summary

The following is a summary of evaluation factors with point values assigned to each. These factors, along with the general requirements, will be used in the evaluation of Offeror proposals.

<u>Evaluation Factors</u>	<u>Points</u>
1. Project Understanding	10
2. Qualifications, Resources, and Expertise	45
3. Technical Approach	45
SUBTOTAL	100
5. Oral Interview (If Necessary)	30
6. Best & Final Offers (If Necessary)	20
TOTAL AVAILABLE	150

5.2 Evaluation Process

The evaluation process will follow the steps listed below:

5.2.1 Proposal Compliance

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the solicitation. At the discretion of MRCOG, proposals deemed non-responsive will be eliminated from further consideration.

5.2.2 Contacting Offerors

The Procurement Officer may contact the Offeror for clarification of the response as specified in in this solicitation.

5.2.3 Finalist Selection

Responsive proposals will be evaluated on the factors specified herein that have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors may then be asked to participate in Oral Interviews. At the conclusion of the Oral Interviews additional points may be awarded in accordance with this section. The Evaluation Committee may then make a recommendation to the Executive Director for award or solicit Best and Final Offers from any or all of the finalists. If Best and Final Offers are solicited, the Evaluation Committee will award additional points in accordance with this section and then make a final recommendation for award to the Executive Director. Finalist Offerors providing the most advantageous proposal taking into consideration the evaluation factors specified herein will be recommended for Contract award. Please note, however, that a serious deficiency in the response of any one factor may be grounds for rejection regardless of overall score.

APPENDIX 1

REQUEST FOR PROPOSALS

RFP#: 2024-01

PROPOSAL FORM

Proposing Organization	
Mailing Address	
City/State/Zip Code	
Head of Organization	
Title	
Telephone Number	Fax Number
Bid Contact Person	
Title	
Telephone Number	E-Mail Address
Contract Signatory Authority	
Title	
Telephone Number	
Tax/Legal Status	☐ Corporation ☐ For Profit ☐ Not-for-Profit ☐ Government
	☐ Individual
Federal ID Number	State ID Number

1. I (We) am submitting on the procurement titled: _____
2. I (We) accept the Conditions Governing the Procurement stated in Section 2.3.1.
3. I (We) acknowledge receipt of any and all amendments to this RFP, Nos. _____ to _____.

Signature of Officer _____ Date _____

APPENDIX 2

REQUEST FOR PROPOSALS

RFP#: 2024-01

ACKNOWLEDGEMENT OF RFP RECEIPT

(Optional)

In acknowledging the receipt of this Request for Proposal, the undersigned agrees that a complete solicitation has been received, beginning with the title page and table of contents, and ending with Appendix 6.

The acknowledgement of receipt should be signed and returned to the Procurement Officer. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a bid for the procurement checked below at least five (5) working days prior to the bid due date, will receive copies of all potential Offeror written questions and the MRCOG's written responses to those questions as well as solicitation amendments, if any, that are issued.

Firm / Individual

Represented by

Title

Phone No.

Fax No.

E-mail Address

Address

City/State/Zip Code

Signature *

Date

* Formal signature required - e-mail transmittal with scanned signature is acceptable.

This name and address will be used for all correspondence related to the Request for Bids.

Firm ☐ does ☐ does not **(check one)** intend to respond to this Request for Bids.

Return to: Phil Pino
Procurement Officer
809 Copper Ave. N.W., Albuquerque, NM 87102
Phone : (505) 724-3634 ; Fax : (505) 247-1753
E-mail : ppino@mrcog-nm.gov

APPENDIX 3

REQUEST FOR PROPOSALS RFP#: 2024-01

CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

To be submitted with each bid or offer exceeding \$100,000.

I, _____ hereby certify on behalf of _____ that;
(name & title of official) (name of contractor)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

By

(Signature of authorized official)

(Title of authorized official)

APPENDIX 4

REQUEST FOR PROPOSALS RFP#: 2024-01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

To be submitted with each bid or offer exceeding \$25,000.

The Contractor, certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. sub-section 3801 ET SEQ. ARE APPLICABLE THERETO.

Executed this _____ day of _____, 20____.

By

(Signature of authorized official)

(Title of authorized official)

APPENDIX 5
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#: 2024-01

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

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means any 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.

MRCOG:



Mid-Region Council of Governments

Board of Directors Membership Roster Quorum (15)

ORGANIZATION	MEMBER	ALTERNATE
Sandoval County {2}	1. Katherine Bruch, Commissioner 2. *David Heil, Commissioner	Wayne Johnson
Village of Los Ranchos de Albuquerque {2}	1. Vacant 2. *Donald Lopez, Mayor	Ann Simon
City of Albuquerque (Administration) {1}	1.*Katarina Sandoval, Chief of Staff	
City of Albuquerque (City Council) {6}	1.*Tammy Fiebelkorn, Councilor 2. Isaac Benton, Councilor 3. Pat Davis, Councilor 4. Klarissa Peña, Councilor 5. Louie Sanchez, Councilor 6. Renee Grout, Councilor	Other Councilors and Staff: Tom Menicucci, policy analysts
Albuq. Metropolitan Arroyo Flood Control Authority {1}	1. Bruce Thomson	Vacant
Albuquerque Public Schools {1}	1.* Barbara Petersen	Josefina Dominguez

City of Belen {2}	1. Robert Noblin, Mayor	Steven Tomita
Town of Bernalillo {2}	1.*Jack Torres, Mayor 2. Vacant	Ida Fierro
Bernalillo County {3}	1.*Barbara Baca, Commissioner 2. Julie Morgas Baca, County Manager 3. Eric C. Olivas, Commissioner	Elias Archuleta Antonio Jaramillo Other Commissioners
Village of Bosque Farms {2}	1.*Russell Walkup, Mayor 2. Vacant	Vacant
CNM	1.Vacant	Samantha Sengel
Village of Corrales {2}	1. Jim Fahey, Mayor 2. Zachary Burkett, Councilor	Ron Curry
Village of Cuba {2}	1.Richard R. Velarde, Mayor 2. Vandora Casados, Clerk/Trustee	Gilbert Dominguez, Mayor ProTem
Town of Edgewood {2}	1. Jerry Powers, Commissioner 2. Vacant	Audrey Jaramillo, Mayor
Village of Encino {2}	1. Vacant 2. Vacant	Loretta Chavez
Town of Estancia {2}	1. Amy May 2.	Stella Chavez
Village of Jemez Springs {2}	1. Vacant 2. Vacant	Vacant
Pueblo of Laguna (1)	1. Vacant	Vacant
Village of Los Lunas {2}	1. Charles Griego, Mayor 2. Erin Callahan, Dir. Community Development	Gregory D. Martin
Los Lunas Public Schools {1}	1.Ron Williams Asst. Superintendent Operations	Clair Cieremans
Middle Rio Grande Conservancy District {1}	1.*Vacant	Karen Dunning
City of Moriarty {2}	1. *M. Steven Anaya, Councilor 2. Ted Hart, Mayor	Linda Fischer
Town of Mountainair {2}	1. Jesse Davidson 2. Vacant	Peter Nieto
Town of Peralta {1}	1. Leon Otero	Vacant
City of Rio Communities {1}	Peggy Gutjhar	Jim Winters Lawrence Gordon
City of Rio Rancho {2}	1.*Greggory D. Hull, Mayor, Vice-Chair	Matthew B. Geisel Jim Owen

	2. Robert Tyler, Councilor	
Rio Rancho Public Schools	1.Vacant	Vacant
Southern Sandoval County Arroyo Flood Control {1}	1.*Cassandra D'Antonio, Board Member	Ron Abramshe
Village of Tijeras {2}	1.*Nicolas Kennedy 2. Michael Limón	
Torrance County {2}	1.*Kevin McCall, Commissioner 2. Janice Barela, County Mgr.	Vacant
Valencia County {2}	1. Gerard Saiz, Commissioner 2. *Jhonathan Aragon, Commissioner	Vacant
Village of Willard {2}	1. Robert Chavez, Mayor 2. Emily Sanchez, Clerk	Vacant
NON-VOTING ADVISORY MEMBERS		
ORGANIZATION	MEMBER	ALTERNATE
Kirtland Air Force Base		
Federal Highway Administration	Cynthia Vigue, Div. Administrator	Vacant
New Mexico Department of Transportation	Michael Sandoval, Secretary, NMDOT	Vacant
New Mexico Department of Transportation Commission	Vacant	Vacant
Pueblo of Santa Ana	Governor	Vacant
NON-VOTING ASSOCIATE MEMBERS		
None at this time		

RMRTD:



Mid-Region Council of Governments
RIO METRO REGIONAL TRANSIT BOARD
MEMBERSHIP ROSTER (Revised 2/15/23)

ORGANIZATION	MEMBER
Village of Los Ranchos de Albuquerque	Donald Lopez, Mayor
City of Albuquerque	Isaac Benton, Councilor, Chair Dan Lewis, Councilor Pat Davis, Councilor Brook Bassan, Councilor Tammy Fiebelkorn, Councilor Tim Keller, Mayor (Alternate: Lawrence Rael) Leon Espinoza
City of Belen	Steven Tomita, Vice Chair
Town of Bernalillo	Jack S. Torres, Mayor
Bernalillo County	Adriann Barboa, Commissioner Walt Benson, Commissioner Steven Michael Quezada, Commissioner
Village of Bosque Farms	Russell Walkup, Mayor
Village of Corrales	Mel Knight, Councilor
Village of Los Lunas	Charles Griego, Mayor
City of Rio Communities	Lawrence Gordon, Councilor
City of Rio Rancho	Robert Tyler, Councilor Jim Owen, Councilor Dan Stoddard, Councilor
Sandoval County	Michael Meek, Commissioner
Valencia County	Joseph Bizzell, Commissioner
ORGANIZATION	ASSOCIATE MEMBER (non voting)
Isleta Pueblo	Vacant
North Central Regional Transit District	Anthony J. Mortillaro, Exec Director



Full Board

John Mierzwa, Chair

Krista Kelley Chair-Elect

AGENDA

- ☐ **Marvis Aragon** – American Indian Chamber of Commerce New Mexico
- ☐ **Odes Armijo-Caster** – Luz Energy Corp.
- ☐ **Beth Barela, Treasurer** – Manpower of New Mexico
- ☐ **Joseph Bizzell** – Elite Power and Recovery Inc.
- ☐ **Doug Calderwood** – NM Aging & Long-Term Services Department
- ☐ **Karla Causey** – African American Greater Albuquerque Chamber of Commerce
- ☐ **Danielle Casey** – Albuquerque Economic Development
- ☐ **Eleanor Chavez** – NUHHCE District 1199NM
- ☐ **Robert Chavez** – Youth Development Inc.
- ☐ **Vaadra Chavez** – Cyber Security Works
- ☐ **Troy Clark** – New Mexico Hospital Association
- ☐ **Herb Crosby** – AVTEC, Inc.
- ☐ **Kristen Gamboa** – Village of Los Lunas
- ☐ **Bobby Getts** – NM JATC for the Electrical Industry.
- ☐ **Marni Goodrich** – Yearout Mechanical Inc.
- ☐ **Bob Grassberger** – SRD Economic Consulting
- ☐ **Tracy Hartzler** – Central New Mexico Community College
- ☐ **Antoinette Holmes** – NM Department of Vocational Rehabilitation
- ☐ **Gregg Hull** – City of Rio Rancho
- ☐ **Krista Kelley, Chair-Elect** – Motiva Corporation
- ☐ **Joe LiRosi** – Toni & Guy Academy & Salon
- ☐ **Roxanne Luna** – New Mexico Human Services Department
- ☐ **John Mierzwa, Chair** – Ingenuity Software Labs, Inc
- ☐ **Laura Musselwhite** – University of New Mexico Valencia Campus
- ☐ **Debbie Ortiz**, RDO Enterprises
- ☐ **Stacy Sacco** – SACCO Connections
- ☐ **James Salas** – New Mexico Commission for the Blind
- ☐ **Waldy Salazar** – New Mexico Department of Workforce Solutions
- ☐ **Leslie Sanchez** – Dual Language Education of New Mexico
- ☐ **Diane Saya** – Bottom Line Funding NM, LLC
- ☐ **Jerry Schalow** – Rio Rancho Regional Chamber of Commerce
- ☐ **Jennifer Sinsabaugh** – New Mexico MEP
- ☐ **Raymond Trujillo** – Southwest Piping Institute (Local 412)
- ☐ **David Valdes** – Central New Mexico Community College
- ☐ **Michael Voegerl** – University of New Mexico – Valencia Campus
- ☐ **Mark Zientek** – City of Albuquerque, Economic Development

Name(s) of Applicable 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) _____

Signature

Date

Title (position)

-OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (Position)

APPENDIX 6

REQUEST FOR PROPOSALS

RFP#: 2024-01

CERTIFICATION REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION AHRO Form CC 2

The Bidder hereby acknowledges and agrees to abide by the Special Provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations and/or requirements of the Owner for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements.

Yes ☐ No ☐

Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☐

The Bidder has filed all compliance reports due under applicable instructions. If answer to this statement is "No", explain in detail on reverse side of this certification.

Yes ☐ No ☐

Company Name of Bidder Telephone Number

Signature FAX Number

Printed Name E-Mail Address

Title Date

Address:

EXHIBIT A

**REQUEST FOR PROPOSALS
RFP#: 2024-01**

DRAFT CONTRACT

DRAFT

MID-REGION COUNCIL OF GOVERNMENTS OF NEW MEXICO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **Mid-Region Council of Governments (“MRCOG”)**, an association of local governments within New Mexico State Planning and Development District Three with offices located at: 809 Copper Ave NW, Albuquerque, N.M. 87102 and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the MRCOG issued a request for proposals for professional services related to Grant Writing, Grant Research and Grant Management (“MRCOG RFP 2024-01”); and

WHEREAS, the terms and conditions of MRCOG Request for Proposals 2024-01 are incorporated by reference into this Agreement; and

WHEREAS, the MRCOG desires to engage the contractor for Grant Writing or Grant Management for the Local and Tribal governments within the MRCOG region; and

WHEREAS, the Contractor is qualified and experienced in providing such services and is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties do mutually agree as follows:

1. Miscellaneous Representations

- a. The contractor is licensed or otherwise authorized to conduct the business activities described in this Agreement by all governmental agencies having jurisdiction over contractor, and Contractor has the experience and expertise to perform the work or services required in this agreement.
- b. MRCOG has the right and power to enter into this Agreement.

2. Scope of Work.

- a. The Contractor shall personally perform services as described in the Scope of Work below in a satisfactory and proper manner, and perform all matters necessary or incidental to the described services as determined by MRCOG:
 - i. Grant Writer - Research, draft, and submit proposals for grant opportunities.
 - ii. Grant Manager - Ensure all proper documentation is submitted in a timely manner and the project is meeting guidelines set forth by the grant.
- b. Staffing. MRCOG designates _____ as MRCOG Project Manager. The Contractor shall keep the Project Manager fully informed on all aspects of its Performance of services. The Project manager will review and approve Contractor’s invoices prior to payment. In the absence of the Project Manager, the MRCOG Director shall serve as the project manager.

3. Compensation.

- a. For and in consideration of all services performed under the terms of this Agreement, the total amount payable by the MRCOG to the Contractor shall be an amount not to exceed \$ _____. This amount shall constitute full and complete compensation for the Contractor’s services described in the Scope of Work, including all expenditures made and expenses incurred, including applicable gross receipts tax, by the Contractor in performing such services.

- b. The MRCOG shall reimburse the Contractor within 30 days after receiving a written request for payment containing a summary report and invoice for work completed, unless causes beyond the reasonable control and without the fault or negligence of the MRCOG prevent timely payment.
- c. Verification of Invoices. MRCOG shall be entitled to verify the personnel time and other costs charged to MRCOG pursuant to the provisions of this agreement.

4. Reports, Information, and Ownership of Documents

- a. Reports and Information. During the performance of this Agreement and upon the completion or earlier termination of the services required under this Agreement, Contractor shall furnish MRCOG such statements, records, reports, data and information as requested by MRCOG pertaining to matters covered by this Agreement.
- b. Release of Information. Contractor shall not release any data, reports, or other information of any nature whatsoever to any entity or person other than to MRCOG or the Local/Tribal Government for which the grant would benefit unless specifically authorized to do so in writing in advance by MRCOG.
- c. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The MRCOG shall have the unrestricted authority and right to copyright, publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials (hereafter "Materials") prepared under this agreement. Contractor may use Materials created under this Agreement as reference and research materials and as representations of the services performed under this agreement only after the Materials are completed and accepted by the MRCOG, provided that such Materials shall not include the MRCOG's confidential or proprietary information, to the extent the MRCOG provides Contractor with notice that such materials are considered confidential or proprietary by the MRCOG. The MRCOG shall provide professional credit for Contractor in promotional materials for services rendered pursuant to this Agreement, if so, requested in writing by Contractor.

5. Establishment and Maintenance of Records

- a. Records shall be maintained by Contractor in accordance with applicable law and requirements prescribed by MRCOG with respect to all matters covered by this Agreement. Except as otherwise authorized by MRCOG, such records shall be maintained for a period of three (3) years after receipt of final payment under this agreement.
6. **Term.** This Agreement is effective on the date signed by the MRCOG Executive Director and shall continue in effect until _____, unless it is terminated earlier pursuant to Section 4 of this agreement. In the event of early termination of this Agreement, provisions of a renewal agreement shall be the same as the provisions of this Agreement except for the term and compensation provisions.
7. **Termination.** This Agreement may be terminated without cause by either of the parties upon ten days written notice to the other party. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination.
8. **Status of Contractor.** The Contractor is an independent contractor and is not an employee of the MRCOG.
9. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the MRCOG. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.
10. **Subcontracting.** The Contractor shall not subcontract any portion of the services performed under this Agreement without prior approval of the MRCOG.

11. Insurance

- a. Professional Liability Insurance. If the Contractor will be performing any work related to Grant Management as specified in 4.1.2 Element 2 Grant Management Expertise of MRCOG RFP 2024-01, then the Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, Professional Liability (errors and omissions) insurance in the amount not less than Two Million Dollars (\$2,000,000) combined single limit of liability per occurrence with a general aggregate of (\$2,000,000).

12. Indemnification Agreement

- a. General Indemnification. The Contractor agrees to indemnify and hold harmless the MRCOG, including its officers, employees or agents, against all liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, claims, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents.
 - b. Insurance. The indemnity required herein shall not be limited by the specification of insurance coverages in this Agreement.
 - c. Survives the Term. This indemnification agreement shall survive the term of this agreement.
 - d. Scope of Indemnification. With respect to any liability, claims, damages, losses or costs that are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents, the Contractor shall: (a) investigate or cause the investigation of such liability, claims, damages, losses or costs, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the MRCOG and on behalf of the MRCOG, (c) and satisfy judgements finally establishing the liability of the MRCOG in all actions for which the Contractor is obligated to indemnify the MRCOG including its officers, employees or agents, pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against MRCOG in any such legal proceeding, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by MRCOG for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred.
 - e. Miscellaneous. MRCOG shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which contractor is required to indemnify MRCOG. In the event MRCOG fails to give Contractor notice of any such demand, notice, summons, or other process received by MRCOG, and such failure to give said notice shall result in prejudice to Contractor in its defenses of any action or legal proceeding in which Contractor is required to indemnify the MRCOG, then such failure or delay shall release Contractor of its liability as set forth in this indemnification agreement, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against MRCOG. This section shall not be construed as a waiver of the MRCOG's immunity. The provisions of this section shall not be construed to prohibit Contractor from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Contractor indemnifies the MRCOG.
13. **Records and Audit.** The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the Contractor for inspection by the MRCOG, or the entity's designee upon written request of the MRCOG. The MRCOG has the right to audit both before and after payment. Payment under this Agreement is not a waiver of the right of the MRCOG to recover excessive or illegal payments.

14. **Release.** Upon receipt of final payment of the amount due under this Agreement, the Contractor shall release the MRCOG, its employees and the MRCOG from all liabilities, claims and obligations arising from or under this Agreement.
15. **Authority.** The Contractor agrees not to purport to bind the MRCOG to any obligation not assumed in this Agreement by the MRCOG, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
16. **Compliance with Laws.** In performing services pursuant to this Agreement, the Contractor shall comply with the laws of the State of New Mexico and the policies of the MRCOG.
17. **Conflict of Interest.** The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement.
18. **Amendment.** This Agreement shall not be changed or supplemented except by a written instrument executed by the parties.
19. **Scope of Agreement.** This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.
20. **Notice.** This Agreement is subject to the applicable provisions of the Procurement Code. That act imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
21. **Equal Opportunity Compliance.** The Contractor agrees to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, gender, sexual orientation, age or handicap, be excluded from employment or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the MRCOG and the Contractor have executed this Agreement as of the date of signature by the MRCOG Executive Director written below.

By: _____
Dewey V. Cave,
MRCOG Executive Director

Date: _____

Contractor
Name Here

Date: _____

APPROVED AS TO FORM:

Larry Horan,
MRCOG General Counsel

Date: _____

EXHIBIT A
SCOPE OF SERVICES

DRAFT

EXHIBIT B

SCHEDULE OF FEES

DRAFT

EXHIBIT C CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE DOES NOT AMEND< EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW				
		COMPANIES AFFORDING COVERAGE				
		COMPANY				
		LETTER A				
		COMPANY				
INSURED		COMPANY				
		LETTER D				
		COMPANY				
COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED FOR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY* _____ COMMERCIAL GENERAL LIABILITY _____ CLAIMS MADE _____ OCCUR. _____ OWNER'S & CONTRACTOR'S PROTECT. _____ SELF INSURANCE RETENTION				GENERAL AGGREGATE	\$
					PRODUCTS- _____	\$
					PERSONAL & ADV. _____	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
					SELF INSURANCE AMOUNT	\$
						AUTOMOBILE LIABILITY * _____ ANY AUTO _____ ALL OWNED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS _____ GARAGE LIABILITY
BODILY INJURY (Per Person)	\$					
BODILY INJURY (Per Accident)	\$					
PROPERTY DAMAGE	\$					
SELF INSURANCE AMOUNT	\$					
	EXCESS LIABILITY * _____ UMBRELLA FORM _____ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	\$
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER			MODIFICATION/CANCELLATION: THE ABOVE IDENTIFIED POLICY (POLICIES) OF INSURANCE SHALL NOT BE MATERIALLY CHANGED OR ALTERED, OR CANCELED WITHOUT FIRST GIVING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE PARTIES.			