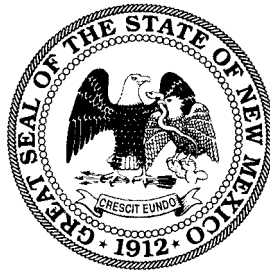


STATE OF NEW MEXICO



NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU
WATERSHED PROTECTION SECTION
Wetlands Program

**PROFESSIONAL SERVICES
REQUEST for PROPOSALS**

RFP: 00F05701-01-0(A)

**Mapping and Classification for Wetlands Protection
Northeastern New Mexico Highlands and Plains**

April 26, 2011

Deadline for Proposal Submission June 2, 2011

NOTICE OF REQUEST FOR PROPOSAL
RFP #00F05701-01-0(A)

PROPOSALS MUST BE RECEIVED AT THE LOCATION BELOW BY:
3:00 PM MDT, JUNE 2, 2011 (LATE OFFERS WILL NOT BE CONSIDERED)

Proposal Delivery Location:

Harold Runnels Building
NMED Surface Water Quality Bureau
Watershed Protection Section, Room N2050
1190 St. Francis Drive
Santa Fe, NM 87505

In accordance with **Chapter 13 Sections 13-1-28 through 13-1-199 NMSA 1978**, competitive sealed proposals for the services specified will be accepted by the New Mexico Environment Department at the specified location until the time and date cited above. Offers (grant proposals) must be in possession of the New Mexico Environment Department, Surface Water Quality Bureau no later than **3:00 PM MDT, June 2, 2011**. Offers received by the correct time and date will be opened after **3:00 PM MDT**. Late offers **will not** be considered.

Offers must be submitted in the format found in Section III of this RFP in a sealed package with the Request For Proposals (RFP) number and the Project Applicant's name and address clearly indicated on the package.

Indicate on outside of envelope: Mapping and Classification for Wetlands Protection, Northeastern New Mexico Highlands and Plains Request for Proposals

PROJECT APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. Appendix A contains an Acknowledgement of Receipt Form that should be completed and submitted to NMED at the address below by **5:00 MDT, May 5, 2011**. Upon receipt of the Acknowledgement of Receipt Form, NMED will create a distribution list of potential offerors for the purpose of sending additional information about this RFP. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror shall not appear on the distribution list. **Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.**

Written questions (faxes and e-mails are acceptable) regarding this RFP are to be submitted by **5:00 p.m. MDT, May 18, 2010** to the Procurement Manager. Place the RFP number and project name on any questions submitted to the Surface Water Quality Bureau.

Procurement Manager:

Maryann McGraw

e-mail: maryann.mcgraw@state.nm.us
Phone: (505) 827-0581, FAX (505) 827-0160

Contract Officer:

Milee Rotunno

e-mail: milee.rotunno@state.nm.us
Phone: (505) 476-1873, FAX (505) 827-0160

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Wetlands Program of the Surface Water Quality Bureau (SWQB) Watershed Protection Section, as part of the New Mexico Environment Department (NMED), is soliciting proposals from qualified offerors in geospatial and remote sensing to provide services to remotely map and classify wetlands and riparian areas using GIS techniques (ESRI ArcGIS ArcView (Version 9.2) geospatial concepts, map composition, metadata, aerial imagery, chart creation, project procedures, and geoprocessing) in the Canadian River drainage, including tributaries, playas and isolated wetlands, in northeastern New Mexico (Figure 1). The mapping project will cover the Canadian River watershed from the CO/NM border to Conchas Reservoir, including playas and isolated wetlands, in Colfax, Mora and parts of Harding and San Miguel Counties. The landscape position, landform, waterflow path, and waterbody types (LLWW) mapping classification developed by Ralph Tiner (2003) and recommended descriptors will be required as a landscape level wetlands assessment for arid lands wetlands to assess its application to New Mexico's New Mexico Rapid Assessment Method (NMRAM) needs. All mapping will be at 1:12,000-resolution and comply with the National Wetlands Mapping Standard of the Federal Geospatial Data Committee (FGDC).

The specific objectives of this project include:

- Remotely mapping wetlands and riparian resources in the Canadian River Watershed including playas and isolated wetlands.
- Completing wetlands mapping within an approximately 5,800 square mile area (~100 quadrangles).
- Developing and applying the landscape position, landform, waterflow path, waterbody type (LLWW) classification tailored to arid region wetlands.
- Assigning hydrogeomorphic wetland subclasses (after Brinson,1993) in preparation for NMRAM applications.

Work tasks to be completed are federally funded through U.S. Environmental Protection Agency (EPA) Region 6 Clean Water Act Section 104(b)(3) Wetlands Program Development Grant.

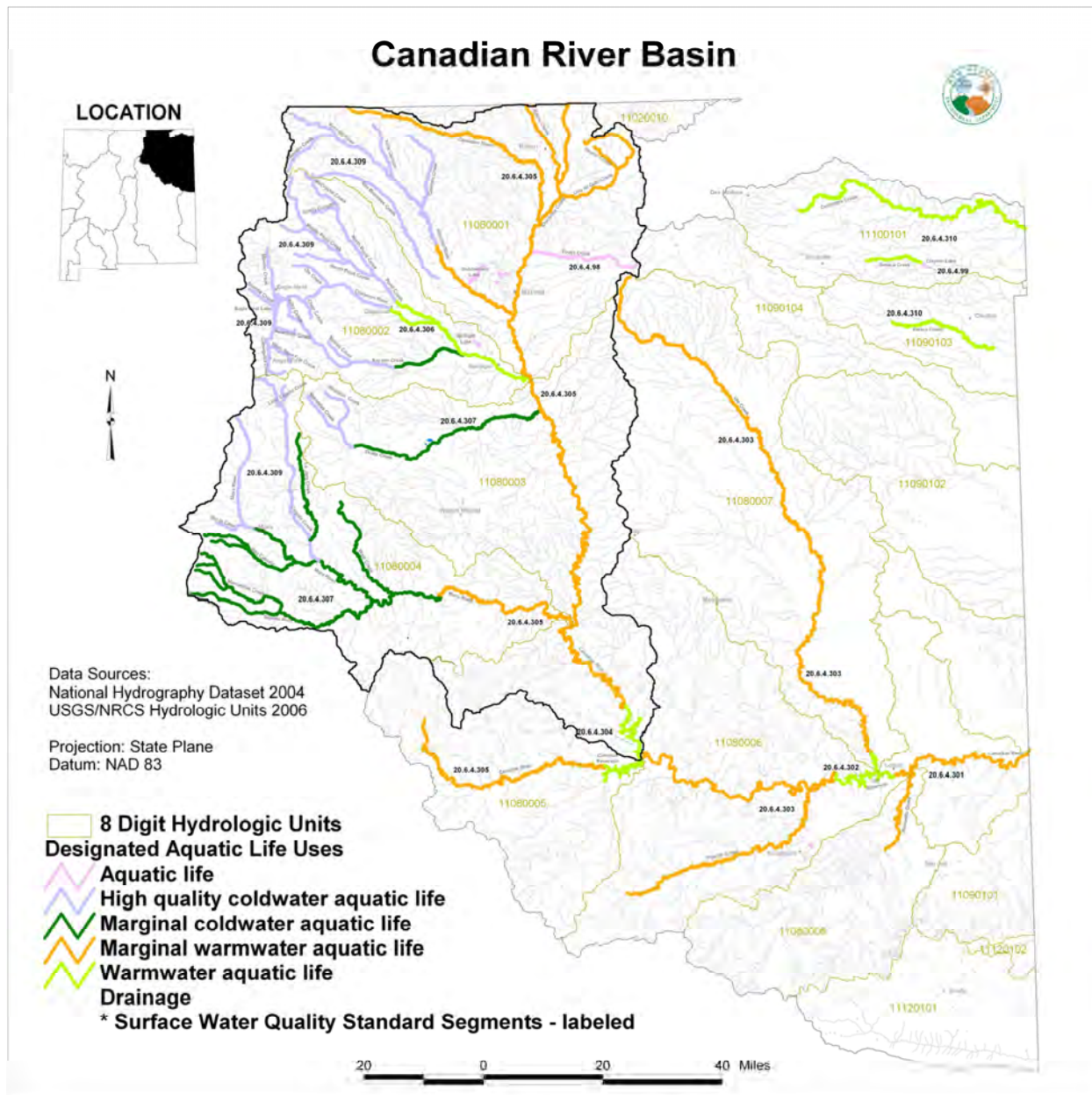


Figure 1. The project area (outlined in black) is located in northeastern New Mexico and comprises the watershed of the Canadian River from the Colorado-New Mexico border to Conchas Reservoir and includes isolated wetlands and playas within this area.

B. SCOPE OF WORK

The scope of work for this procurement includes services to complete the following tasks. NMED is requesting Contractors to submit a proposal of work with price quotes on a per task basis for the following tasks (See Response Format and Organization, p. 29).

Under currently available funding, the work to be performed by the Contractor includes:

1. Tasks:

1. **Administrative.** Administrative duties include submitting reimbursement requests, processing subcontractor invoices, contract amendments, tracking contractor match contributions, and supplying budget information for quarterly project progress reports.
Deliverables: Reimbursement requests, amendments, match reporting and documentation for quarterly progress reports.
2. **Preliminary Meeting and Image Acquisition.** The Contractor will participate in a meeting to review project site information and locations, coordinate image data, hydric soils data and other mapping imagery needs, and establish mapping objectives for the project area. (note: meetings can be conducted through web conferencing services) Participation will include at minimum the SWQB Wetlands Program Coordinator, USFWS Wetlands/NWI representatives (including SW Regional Wetlands Coordinator), and the Contractor's representatives. An FTP site will be available from the Contractor to share information and data files. Historic and up-to-date imagery will be acquired as needed. The first step will be to locate imagery that is available for free, and then purchase any necessary imagery that will enhance the project outcome.
Deliverables: Meeting minutes and materials, mapping objectives established, timeline confirmed, FTP site created, Imagery acquired.
3. **Quality Assurance Project Plan Development.** In cooperation with SWQB Wetlands Program personnel, a project QAPP will be developed according to EPA guidance (EPA 2001, 2002a) and allowing time for review, comments, response and approvals from EPA before any data collection. The Contractor will submit to SWQB any information necessary to develop the QAPP document and for annual updates. This project will be compliant with the "National Wetland Mapping Standard" of the FGDC.
Deliverables: Approved QAPP and annual updates.
4. **Assemble geodatabase.** NAIP imagery (2009 aerial photography), county mosaics, hydric soils data, national hydrologic dataset and other reference material will be assembled in GIS geodatabase format to be used to interpret the wetland boundaries and LLWW classification of wetland/riparian resources for the mapping portion of the project. The database will be created by the contractor and will ultimately reside at NMED.
Deliverables: Project geodatabase

- 5. *Pre-mapping field review and mapping classification.*** The Wetlands Program Coordinator, USFWS Wetlands/NWI representative, and contractor will review the LLWW mapping classification and develop a preliminary list of potential mapping units. A 2-day field visit to representative sites in the project area will then be conducted to verify the draft classification. The proposed mapping classification will be presented to an SWQB established Mapping Advisory Committee (Web-conferencing services).
Deliverables: Draft mapping classification. Field review report. Advisory Committee Presentation.
- 6. *Mapping and wetlands interpretation, quality control.*** Utilizing geodatabase information, the Contractor will map all wetlands and riparian areas in compliance with NWI standards and then apply the Cowardin system and LLWW mapping classification. Contractor's mapping milestones will be developed to ensure the mapping is going as planned. An FTP site will be used to transfer data and to ask questions about mapping and interpreting features. The Wetlands Program Coordinator and USFWS Wetlands/NWI representative will conduct quality control checks to ensure data and mapping are being interpreted correctly.
Deliverables: All wetlands and riparian areas in project area mapped and classified.
- 7. *Landscape Level Assessment.*** During and after map development, the Contractor in cooperation with the Advisory Committee and the Wetlands Program Coordinator will apply a landscape level assessment that will assign broad preliminary subclasses (after Brinson, 1993) to be used for New Mexico Rapid Assessment Method (NMRAM) development.
Deliverables: Model landscape level assessment for arid lands wetlands that applies preliminary subclasses for NMRAM.
- 8. *Ground-truthing.*** After mapping is completed, a 3-day ground-truthing field review in the project area will be conducted. This will determine if any changes are needed and to verify mapping in questionable areas. SWQB will provide guidance for locating landowners in selected sites. Contractor will obtain permissions to visit sites.
Deliverables: Landowner Permission. List of changes and improvements to be made to map. Field Review report.
- 9. *Quarterly Reports and Final Version of Map, Reports on Methodology*** The Contractor will provide quarterly reports and a final report for this project. The quarterly reports will include highlights for reporting period, updates on project task completion with credit to key players for each task, draw-downs on contracts, accounting of all match contributions, documentation for any project delays, amendments to contracts etc. Deliverables will accompany reports or will be transferred to NMED SWQB Wetlands Program when available. The completed map will be reviewed by the Wetlands Program Coordinator and USFWS Wetlands/NWI representative (SW Region Wetlands Coordinator) prior to acceptance. Any changes necessary from this review and from ground-truthing field trip will be incorporated into the final version of the map. A report will be developed by the contractor that includes all metadata, procedures, tools and resources used for constructing the map, accuracy and completeness of the map, insurances that the Federal Wetlands Mapping Standard has been met, recommendations for future work, and references. 200 map copies will be printed for distribution. The map should also be formatted for distribution by CD (100 CD copies).

Deliverables: Printed maps and CD maps. Map and mapping report also formatted for NMED wetlands website. Quarterly and Final Reports

Reporting and Data Submittal

Task Completion will be reported in the quarterly reports and shall be submitted in electronic format. Data files shall be submitted as agreed to within the project work plan. Deliverable dates will be determined by SWQB and the contractor during the development of a work plan for this project. **The contract work is expected to be completed in 18 months.** SWQB will expect the contractor to adhere to all submission dates.

2. Contactors' Qualifications

This request seeks contractors (offerors) with the technical ability to provide all of the above project services. NMED SWQB expects the contractor (offeror) to be a full service firm and have the in-house capability and equipment to perform all tasks associated with the work stated above. Subcontractors must be identified in the original proposal. Mapping experts that will guide this project's process will also be named within the proposal along with their qualifications and level of expertise. Use of un-named key personnel will result in a lower ranking for the offeror's proposal.

A responsive proposal will include documentation of the offeror's technical capabilities and experience, will provide detailed examples of previous wetlands mapping and LLWW development experience (or similar studies), will demonstrate GIS and mapping capabilities, will list the appropriate and up-to-date equipment, will provide the expertise necessary to collect quality wetlands mapping data in a timely manner, will demonstrate the capability of meeting deadlines and milestones and provide concise and timely reports and deliverables, and will have competitive pricing.

Offerors should clearly outline relevant experience (prime and all subcontractors) with all federal, state, and local government contract(s) within the last five years in similar assignments.

Additionally, the contactor's qualifications statement will include:

1. Current workload and ability to handle the project (Contractor must indicate in their proposal an estimated timeline to complete each task).
2. A rate schedule for personnel (not to exceed the Environmental Protection Agency contractor rate).
3. Rate schedules for travel and lodging (not to exceed the New Mexico state per diem rate) (Appendix E).

4. Overhead rates if applicable.
5. A list of the contractor's equipment and supplies necessary and to be used to carry out the performance of the tasks.

3. Other Considerations

Because a portion of the total project amount is required to be non-federal match for NMED Surface Water Quality Bureau to conduct this project with CWA Section 104(b)(3) funding from the Environmental Protection Agency, the Contractor and subcontractors will be requested to track and report any activities that can be contributed and used as non-federal match for this project. Activities that are considered non-federal match can consist of cash and/or in-kind services and should be reported at the time when reimbursement requests are submitted. (Examples of acceptable match include hourly salaries of personnel paid from non-federal sources, the equivalent value of waived overhead or processing fees, private landowner time for granting permission (phone and in-person), free meeting facilities, non-federal document reviews, a projection of the fair market value of time donated to project related activities, fair market value for utilization of privately owned equipment, overhead, time offered to assist the SWQB Wetlands Program New Mexico Mapping Consortium, etc.) **The offeror is expected to meet an equivalent of 35% non-federal match of the total amount requested for their proposal. (for example, if the contractor requests \$100,000 in federal funds, a match equivalent would be $.35 \times \$100,000$ or \$35,000). If the offeror can demonstrate the ability to provide some or all of the match for the federal funds requested, the proposal will rank higher.**

C. SCOPE OF PROCUREMENT

This procurement is for professional services consisting of acquisition of mapping imagery, assembling a geodatabase, field verifying mapping units, applying map classification, attending meetings and giving presentations, using remote web conferencing services and FTP sites, printing final version of maps and formatting for CD and NMED website, providing reports and deliverables necessary for the completion of the project workplan. Qualified minority business enterprises and women-owned business enterprises are encouraged to submit proposals. Contractor's work will be conducted at the Contractor's place of business.

NMED will be fully responsible for the execution of the terms of the contract. No changes to the terms and conditions shall be effective unless agreed by written amendment in accordance with Appendix C Sample Contract or Appendix D Sample Intergovernmental Agreement of this RFP.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for conducting this procurement and whose name, address and telephone number follows.

Maryann McGraw, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Watershed Protection Section
Harold Runnels Building, N2050
1190 St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
Phone # (505) 827-0581; Fax (505) 827-0160
E-mail: maryann.mcgraw@state.nm.us

All deliveries via express carrier should be addressed as follows:

Maryann McGraw, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Watershed Protection Section
Harold Runnels Building, N2050
1190 St. Francis Drive
Santa Fe, New Mexico 87505
Phone # (505) 827-0581

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing or by e-mail. Inquiries and requests made to all other state employees will not be answered. All responses to inquiries or requests regarding this procurement will be made in writing or by e-mail. **All responses to inquiries will be available for review on the World Wide Web at <http://www.nmenv.state.nm.us/swqb/swqb.html> or in hard copy at Surface Water Quality Bureau at the address noted above.**

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"**Agency**" means the New Mexico Environment Department.

"**Contract**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" shall mean offeror(s).

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

"**DFA**" means the Department of Finance and Administration for the State of New Mexico.

"**Evaluation Committee**" means a body appointed by the Agency's management to perform the evaluation of offeror's proposals.

"**Evaluation Committee Report**" means a report that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of such a report for submission to the State Purchasing Agent for contract award.

"**Finalist**" is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"**General Cost Detail Form**" refers to a list provided by the offeror of costs for personnel, equipment, supplies, travel and other pertinent costs to complete the scope of work (Appendix E).

"**Mandatory**" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror proposal.

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

"**Prefers**" The terms "may", "can", "should", "preferably", or "desirable" identify a preferable or discretionary item or factor.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Scope of Work" means a summary document that defines the work objectives, outlines proposed work tasks, and proposal schedule.

"State Purchasing Agent" or **"SPA"** means the purchasing agent for the State of New Mexico or a designated representative.

"Work Plan" refers to the detailed document, which directs a contractor to deliver services pursuant to an existing contract. Work plans outline scope of work to be performed, administrative services, tasks, deliverables, responsible parties, and the schedule and time frame within which work will be performed. Work plans will be accepted from the Contractor explaining costs-not-to-be-exceeded by the contractor for the project. Not-to-exceed cost estimate will conform to contract General Cost Detail Form negotiated and agreed to by NMED and the contractor and shall identify costs for each task within the work plan. Field work tasks will not begin until NMED notifies the contractor that it agrees to the contractor's quoted prices, until SWQB has approved all named members of the field crew, that access to the properties has been secured in writing, and that SWQB and the contractor have determined a date to commence.

"LLWW" landscape position, landform, water flow path, and waterbody type descriptors
Reference: *Tiner, R.W. 2003, Dichotomous Keys and Mapping Codes for Wetland Landscape Position, Landform, Water Flow Path, and Waterbody Types Descriptors.*

US Fish and Wildlife Service, National Wetlands Inventory Program, NE Region, Hadley, MA. (<http://library.fws.gov/wetlands/dichotomouskeys0903.pdf>)

“Hydrogeomorphic” wetland properties including geomorphic setting, water source, and hydrodynamics. Brinson, Mark M. 1993 A Hydrogeomorphic Classification for Wetlands, US Army Corps of Engineers, Technical Report WRP-DE-4 Washington D.C. (<http://el.erdc.usace.army.mil/wetlands/pdfs/wrpde4.pdf>)

“NMRAM” is the “New Mexico Rapid Assessment Method” for determining wetland condition. The latest draft version of the NMRAM Manual is available for review from the Procurement Manager at maryann.mcgraw@state.nm.us or in hard copy at Surface Water Quality Bureau at the address noted above.

“Producer’s Accuracy” measures the percentage of wetland features that are correctly identified and correctly classified on the imagery. PA is measured by both feature and attribute accuracy. Feature accuracy is the correctness of the identification of wetland vs. non-wetland. Attribute accuracy is the correctness of the classification of the wetlands using the FGDC Wetlands Classification Standard.

“Reference Domain” The geographical area (Smith et al. (1995)) from which reference wetlands are selected. In defining the reference domain, the objective is to identify a geographic area that is relatively homogeneous in terms of the factors that influence how wetlands function in the regional subclass.

“Riparian Areas” Riparian ecosystems are characterized by phreatophytic and mesophytic vegetation and habitats associated with bodies of water and dependent on existence of perennial, intermittent or ephemeral surface and subsurface drainage.

“Riverine class” includes the channel and associated wetland areas below the bankfull contour, plus the adjoining area of active floodplain, plus any wetland/riparian areas that are hydrologically or ecologically linked to the channel or its floodplain (NMRAM Manual 2010 after Brinson 1993).

“Subclass” a portion of a wetland class that possesses similar characteristics including discharge, slope, physical setting, geology, climate and vegetation.

“Target Mapping Unit” The size class of the smallest wetland that can be consistently mapped and classified at a particular scale of imagery, for example 0.5 acres with 98% accuracy for wetland identification and 85% accuracy for FGDC wetlands classification.

“Wetland” is the environment that exists between terrestrial and aquatic environments. where saturation with water is the dominant factor determining the nature of soil development and the types of plant and animal communities (U.S. Dept. Interior, 1979). Most wetland substrate is at least periodically saturated with or covered by water.

F. BACKGROUND INFORMATION

The goals of the New Mexico Wetlands Program are to protect and restore New Mexico's remaining wetlands & riparian areas and to increase self-sustaining, naturally functioning wetlands and riparian areas so they continue to benefit New Mexico's future. New Mexico is the fifth largest State encompassing about 196,685 square kilometers, but is third most arid. Precipitation ranges from approximately 30 inches in the northern mountains to around 10 inches or less in the northwest plateau region and southern valleys such as the lower Rio Grande and Tularosa (Williams, 1986). Today in New Mexico, wetlands cover about 482,000 acres, less than one percent of the State. This is a one-third decrease over a 200-year period, from the 720,000 acres that probably existed during the 1780s (estimates of the US Fish and Wildlife Service).

The Solid Waste Agency of Northern Cook County (SWANCC) Decision has had severe implications for important wetlands, including isolated and those within closed basins within greater than 20% of New Mexico land area. Over 4000 playa lakes have been identified by Playa Lakes Joint Venture inventories in New Mexico. As the third driest State in the U.S., water issues are critical, and without accountability and responsibility at the local level including inventory, protection and restoration measures, wetlands resources will continue to decline.

This project will provide the SWQB Wetlands Program the information needed to provide long-term documentation and prevention against wetland losses, to document the efficacy of mitigation, restoration, and creation efforts to affect not only wetland acreage but also wetland functional and condition improvements, and to protect wetlands, including those that are not presently under the jurisdiction of the Federal CWA Section 404 Dredge and Fill authority.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement (subject to change at the discretion of the agency, notification will occur in writing based on Acknowledgement of Receipt Form contact information).

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue RFP	Agency	<i>April 26, 2011</i>
Distribution List Response Due (Acknowledgement Receipt)	Potential Offerors	<i>May 5, 2011</i> 5:00 PM MDT
Deadline for Receipt of Written Questions	Potential Offerors	<i>May 18, 2011</i> 5:00 PM MDT
Response to Written Questions/ RFP Amendments	Agency	<i>May 20, 2011</i>
Deadline for Proposal Submission	Offeror	<i>June 2, 2011</i> 3:00 PM MDT
Proposal Evaluation	Evaluation Committee	<i>7-9 June, 2011</i>
Selection of Finalist(s)	Evaluation Committee	<i>June 13, 2011</i>
Best and Final Offers submitted to Agency	Offeror	<i>June 16, 2010</i>
Notification Letter	Agency	<i>To Be Set</i>
Workplan & Agreement Development	Agency, Offeror	<i>To Be Set</i>
Finalize Contract	Agency, Offeror	<i>To Be Set</i>
Contract Award	Agency	<i>To Be Set</i>
Protest Deadline	Offeror	<i>To Be Set</i>

B. EXPLANATION OF EVENTS

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

1. RFP Issued

This RFP is being issued by the Agency on 26 April 2011. Agency will advertise its release in the following newspapers Albuquerque Journal and Santa Fe New Mexican. An advertisement will also be placed on the agency's website and available at the following address: <http://www.nmenv.state.nm.us/SWQB/> . Additional copies of the RFP can be obtained from the Procurement Manager or by going to the web address listed above.

2. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile, e-mail, or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned for receipt by 5 p.m. MDT on 5 May, 2011. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued. **Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.**

3. Deadline to Receive Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP; the last day written questions will be accepted will be 5:00 p.m. MDT on 18 May 2011. Questions received after this date will not be addressed. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D, p. 12.).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed by 20 May 2011 to each potential offeror whose organization appears on the procurement distribution list, and will also be available on SWQB website.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME (MDT) ON 2 June 2011. Proposals must be submitted in one (1) hardcopy with original signatures, one (1) hardcopy duplicate and three (3) electronically on a CD. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager only at the address listed in Section I, Paragraph D (page 12). **Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Mapping and Classification for Wetlands Protection, Northeastern New Mexico Highlands and Plains" Request for Proposals.** Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations which submit 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.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process is anticipated to take place from 7 June 2011 through 9 June 2011. During this time, the Procurement Manager may at her/his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors. Any Offeror attempting to initiate discussion with any member of the evaluation team will be determined non-responsive and their proposal will not be considered for additional evaluation.**

7. Selection of Finalist(s)

Contracts may be awarded based solely on evaluation of the proposals submitted. The Agency may plan multiple awards and may award up to two contracts. The actual number will be dependent upon NMED's discretion and the quality and competitiveness of the proposals received and the logical division of labor among and within tasks. If one, two, or three proposals has/have significantly higher evaluations and is/are surpassingly superior relative to other proposals and all reviewers agree the contractor(s) is/are able to do the work, then up to two contracts will be awarded to that/those contractor(s) with additional negotiation for a best and final offer, if necessary. If no proposal(s) has/have significantly higher evaluations and is/are not surpassingly superior relative to other proposals, or if additional contracts need award, a competitive range of contractors will be developed. These finalists will include all other contractors who show a likelihood of receiving an award. The evaluation committee will select these finalist(s) and the Procurement Manager will notify the finalists by 13 June 2011. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers

Finalist(s) will be given the opportunity to clarify or amend their proposals for the purpose of obtaining best and final offer by 16 June 2011.

9. Notification Letter

Written notification that the Project Applicant is selected to proceed to workplan stage will be provided. A Notification Letter will be sent to selected finalists based on the ranking of the Evaluation Committee. The Procurement Manager will select fundable proposal finalists to proceed to workplan stage. Funding constraints will be factored into the selection process.

10. Workplan and Agreement Development

Finalists will begin working with SWQB Wetland Program staff in formulating and developing project workplans. Workplan development is expected to be completed in 30 June 2011. Project Agreements and Agreement Awards (Contracts or Intergovernmental Agreements (s)(IGAs)) will be developed for selected projects during July 2011. This date is subject to change pending completion of agreement development, appropriate state and EPA approvals.

11. Contract Award

After receipt and review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract(s), the Department anticipates awarding by August 2011. This date is subject to change at the discretion of the Agency. The contract(s) award may be subject to the completion of contract negotiations and appropriate state approvals.

The contract may be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. **The most advantageous proposal may or may not have received the most points.**

12. Announcement of Winning Proposals / Notification Letters

Winning proposals will be announced after IGA/Contract approval. All RFP respondents who submitted unsuccessful proposals will be notified in writing, return receipt requested. It is anticipated that the IGA/Contract will be finalized with the most advantageous offeror(s) between August 1 and 15, 2011.

In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror(s) without undertaking a new procurement process or to cancel the procurement, as the Department may deem in the best interests of the state.

13. Protest Deadline

Any protest by an offeror must be timely and conform with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for

responsive offerors shall begin on the day following the contract award and will end at the close of business, fifteen (15) days thereafter. Protests must be written and must include the name and address of the protestor and the RFP number and title. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager:

Milee Rotunno, NMED Purchasing Agent
New Mexico Environment Department
Harold Runnels Building Rm# N2050
1190 St Francis Drive
Santa Fe, New Mexico 87505
Mailing Address: New Mexico Environment Department
P.O. Drawer 5469
Santa Fe, New Mexico 87502-5469

Protests received after the protest deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.5.2 NMAC.

1. Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors is permissible with prior approval of the Agency. Use of subcontractors must be explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used. If a subcontractor will be required to complete work, subcontractor cost and activity must be explained. Both contractor and subcontractor are responsible for proposal costs that are reasonable in a fair and openly competitive market.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material, which the offeror has clearly identified as proprietary or confidential. The Procurement Manager 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 offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any or all proposals may be rejected in whole or in part if the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency 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 Manager.

13. Governing Law

This procurement and any contract with offerors shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Task Implementation

Implementation of workplan tasks must begin after the effective date of the IGA/Contract, and must proceed in accordance with approved workplan schedules. The Department reserves the right to cancel any IGA or Contract based on untimely implementation.

16. Contractor/Subcontractor Rates

At no time shall contractor or subcontractor rates exceed national rates specified by the USEPA. Overhead costs can be accounted for & included in the proposal under "other costs" (see section III.B.11).

17. Department Audits

The Department may at any time review and audit requests for payment and make adjustments for, but not limited to, math errors, items not built or purchased, unacceptable construction or performance, or lack of conformance with approved workplans and schedules. The contractor and all subcontractors shall retain all records relating to the project for a period of five (5) years from the date of IGA/Contract termination in accordance with the provisions of the Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published in the Federal Register on June 30, 1997, nonfederal entities. **The "Record Keeping Requirements" in Appendix F is the format for record keeping.**

18. Insurance

Depending on the nature of the proposed work, prior to commencing workplan tasks, the contractor may be required to furnish State certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of the IGA/Contract and shall not serve to limit any liabilities or any other contractor obligations.

General Liability including: Comprehensive Form, Premises Operations, Contractual, Personal Injury, and Limits of Liability minimum - each occurrence.

BODILY INJURY	
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
PROPERTY DAMAGE	
\$1,000,000	
BODILY INJURY & PROPERTY DAMAGE COMBINED	
\$1,000,000	
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY-STATUTORY (EACH ACCIDENT)	
\$100,000	

The State of New Mexico and the Department must be added as additional insureds as required by statute, Contract or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY. If notified that insurance is required, within fifteen (15) days following award of Contract, certificates of insurance must be submitted to the Department Procurement Office clearly stating the applicable Contract number, effective date(s) of coverage, and limits of liability required pursuant to the Contract.

19. Contract Terms and Conditions

Should an offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language that would be acceptable to the Agency. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's

proposal. Offerors must provide a brief discussion of the purpose and effect of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval of DFA pursuant to NMSA 1978, Section 13-1-118 and DFA Rule 2.40.2 NMAC. No contract between the successful Offerors and NMED shall be effective or binding until approved in writing by the New Mexico Department of Finance and Administration. **The initial term of the contract shall be for 18 months and is intended to commence on or before August 15, 2011, or when approved by the New Mexico Department of Finance and Administration, whichever is later.**

20. Intergovernmental Agreement/Contract Period

The term of any resultant IGA/Contract shall become effective upon execution by the contractor, the Department, and DFA, and shall continue for a period of up to eighteen (18) months thereafter, with the possibility of a one (1) year maximum extension, unless terminated or canceled as otherwise provided herein. The contractor shall submit written, documented justification for a time extension to the Department at least 60 days prior to IGA/Contract termination.

21. Ownership of Information

Title to all reports, information, data, computer data elements, and software prepared by the contractor in performance of the IGA/Contract shall vest in the Department. Subject to applicable State and Federal laws and regulations the contractor shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. Commercial use of such information requires written approval of the Department prior to such use.

22. MBE, WBE, & SBRA Monitoring and Reporting

Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise in a Rural Area (SBRA) reporting is a requirement for IGA/Contracts that are funded, in whole or in part, by EPA monies. If an IGA /Contract is awarded from this RFP, the award recipient shall be bound to supply a set of required reports to the Department. Guidance and forms will be provided to Project Applicants who receive funding through the Department. Failure to provide required reports may result in delay of payments to contractor and/or termination of IGA/Contract.

This requirement is not in force during the RFP process but shall commence immediately upon award of a IGA that does or will include Federal funds. The contractor shall be notified at the time when Federal funding becomes involved, and at that point in time until the expiration of the IGA/Contract and any amendments thereto, all reports for MBE, WBE, SBRA shall be required.

23. Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any local, state or federal government, the Project Applicant must include a letter with its proposal setting forth the name and address of the government unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose all pertinent information regarding a suspension or debarment shall result in rejection of the offer or cancellation of the IGA/Contract. The Department may exercise any other remedy available by law.

24. Project Termination

In the event the Department determines that the project is not being implemented in accordance with the approved workplan, the IGA or Contract may be terminated and/or monies reallocated to other projects.

25. Contract and IGA Final Billing

May 15 of every year is the final billing date for the current fiscal year (July 1 through May 15). Invoices must be dated on or before May 15 in order to receive reimbursement for activities that have taken place during the previous twelve-month period. May 16 through June 30 invoices may be submitted after July 1 for payment within the new state fiscal year.

As a project is nearing completion, NMED reserves the right to withhold final invoice reimbursement or 10% of the total project cost until such time as the agreed upon final deliverables are submitted to NMED for the project.

26. Offeror's Terms and Conditions

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

27. Contract Deviations

Any additional terms and conditions, which is at the Agencies sole discretion, will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

28. Offeror Qualifications

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

29. Right to Waive Minor Irregularities

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

30. Eligible Reimbursement Items

Items eligible for reimbursement under an awarded IGA/Contract include: Itemized personnel, supplies, equipment rental or lease fees, operational costs (e.g., telephone, postage), travel, and Department approved subcontractor services. Subcontractor rates must reflect current fair market rates. Other costs will be evaluated on an item-by-item basis.

31. Ineligible Reimbursement Items

Items not eligible for reimbursement include:

Funding for projects required under administrative and/or judicial order

Food and drink

Indirect costs

Lobbying

Fellowships or scholarships

32. Notice

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

33. Agency Rights

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

34. Right to Publish

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

35. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

36. General Liability

As between the Agency and the Contractor, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Contract. Subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. Seq. NMSA 1978, and any amendments thereto.

37. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Department, the version maintained by the Department shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Offeror may submit only one proposal for final consideration.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original, one (1) identical copy and three (3) electronic copies (CDs) of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. NUMBER OF PAGES IN THE PROPOSAL

The proposal shall be limited to fifteen (15) pages in length, including figures and tables. Documentation regarding required attachments, letter of transmittal, offerors terms and conditions, curriculum vitae and other supporting material, are exempt from this page limitation requirement.

D. PROPOSAL FORMAT

Responses consisting solely of marketing material will be deemed non-responsive and will be rejected on that basis.

All proposals must be typewritten on standard 8 ½ x 11 paper, double spaced, 12 point font only (larger paper is permissible for charts, spreadsheets, maps, etc.) and hard copies shall be placed within a binder with tabs delineating each section. Completeness, clarity and brevity should be emphasized.

The following describes how each proposal is to be organized. Only proposals that are deemed complete and responsive will be evaluated. Any assumptions used in responding should be clearly stated.

Proposal Organization

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

INDEX TAB

CONTENTS

- A) Letter of Transmittal
- B) Offeror's point of contact, address, phone, FAX, e-mail
- C) Table of Contents (*included in page limit*)
- D) Proposal Summary for Scope of Work (included in page limit)
- E) Scope of Work Explained by Task, and Key Personnel to Perform the Task (*included in page limit*)
- F) Timeline for completing Tasks and the project by 18 months after final contract signature, including explanation of how the schedule will be accomplished. (*included in page limit*)
- G) Cost (including match) explained by Task (*included in page limit*)
- H) Budget page using the **GENERAL COST DETAIL FORM (APPENDIX E)** (*included in page limit*)
- I) Contractors' Qualifications
- J) Other Considerations (*included in page limit*)
- K) Offeror's Terms and Conditions
- L) Curriculum Vitae for Personnel directly involved in the accomplishment of project tasks.
- M) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP.

A) **Letter of Transmittal**

A letter of transmittal must accompany each proposal. The letter of transmittal **MUST**:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section "II.C.1";
- f) be signed by the person authorized to contractually obligate the organization; and
- g) acknowledge receipt of any and all amendments to this RFP.

- B) **Key Point of Contact**
Provide the name, address, phone, FAX and e-mail address for Key Point of Contact during the life of the project
- C) **Table of Contents**
The table of contents should be all items listed in Section “III.D Proposal Format” and must include page numbers.
- D) **Proposal Summary**
The proposal summary will provide an overview of the scope of work, the technical features of the proposal to be undertaken by the offeror and the tasks to be completed by the offeror. This material will be used by the Evaluation Committee in the evaluation process.
- E) **Proposal Description**
The performance of Scope of Work should be explained by Task and should include the key personnel that will be responsible to perform the Task. Tasks must clearly describe how the project will be implemented, the person(s) responsible for implementation, and a brief description of how the task will be accomplished and what resources will be used to obtain the desired results. The proposal description should also include how the project can be applied to the development of a periodic monitoring program for wetlands and its application to the development of wetlands assessment methods and other relevant applications. (The Evaluation Committee will review this section to gain insight about how well the offeror understands the project application and the needs of a State Wetlands Protection Program.)
- F) **Timeline**
Detailed timelines should be developed for accomplishing Tasks and for completing the project by December 2010 (These could be provided in table form). An explanation of how the timeline will be accomplished and adhered to must be included.
- G) **Costs by Task**
Expected costs including match should be broken down (personnel, travel, equipment, supplies, subcontractor, and other) and explained by task (This could be provided in table form).
- H) **Budget Page**

The offeror is required to submit a budget for the life of the project and a total cost. **The Form in Appendix E is the preferred budget format.** It must include a detailed schedule of costs broken out into the following categories:
Personnel (identify each person, his/her role, anticipated hours and hourly rate). The Agency must approve changes to personnel and hourly rates in advance.
Equipment (tangible items (greater that \$5,000 in value) rented or leased to complete project tasks).
Travel (mileage reimbursements and per diem costs, per State reimbursement rates).
Supplies (specify the type, quantity and costs of supplies needed).
Contractual/ Subcontracts (identify the subcontractor and all costs to be incurred by the contractors).
Other (telephones, postage, venue rental etc.), provide a detailed listing.

I) **Contractors' Qualifications**

This section should include an explanation of the requirements explained in Section I.B.2 (p. 10) Contractors' Qualifications. (This section will not be counted towards the page limit).

J) **Other Considerations**

This section should include an explanation of the requirements explained in Section I.B.3 (p.11) Other Considerations.

K) **Offeror's Terms and Conditions**

Please review Section "II.C.15 to II.C.17". If your firm wishes to list any terms and conditions, please do so in Section K. of your proposal. (This section will not be counted towards the page limit).

L) **Curriculum Vitae**

Attach Curriculum Vitae for Personnel directly involved in the accomplishment of project tasks. (This Section will not be counted towards the page limit).

M) **Other Supporting Material**

Offeror(s) may attach other materials that they feel may improve the quality of their responses. (This section will not be counted towards the page limit).

IV. EVALUATION

A. Evaluation Point Summary

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

FACTOR	POINTS AVAILABLE
1. Corporate and proposed staff experience and resources	250
2. Project proposal	350
3. Match Contribution	200
4. Cost	200

B. Evaluation Factors

1. The corporate experience and proposed staff experience of the offeror including all subcontractors will be evaluated based upon documented experience conducting similar work, experience with similar projects, experience as it relates to the needs of this project, the ability to adhere to timelines established by this RFP, and resources available to conduct the project.
2. The greatest points will be awarded for the offerors' response to the accomplishment of the project tasks, with emphasis on the offerors' familiarity and understanding of the wetlands/riparian mapping that will meet the needs of the SWQB Wetlands Program. The offeror must demonstrate familiarity with wetlands mapping and the ability to accurately map wetlands using geospatial techniques and remote sensing tools (provide evidence of the offeror's ability to meet or exceed the minimum Target Mapping Unit/ Preparer's Accuracy and other requirements for submission to the National Spatial Data Infrastructure (NSDI), the ability to apply Cowardin, LLWW and hydrogeomorphic classification, must demonstrate the ability to develop an efficient and effective pre-and post ground-truthing strategy to collect appropriate and quality data, must prepare high quality printed maps. The offeror will list appropriate equipment available to complete the project.
3. Offerors providing required match contribution (35%) will be awarded the greatest points. Offerors providing no match will receive no points for this factor. Explain how non-federal match contribution will be met.
4. Work must be performed under currently available funding.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The evaluation committee will base the greatest number of points on responses to Section I.B. Scope of Work, including Tasks, Contractor Qualifications, and Other Considerations. The evaluation committee will then reconvene to evaluate match and cost considerations to come up with a final number of points.

3. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6 (p.19) and Section II, Paragraph B.9 (p.19).

4. Responsive proposals will be evaluated on the factors in Section IV 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 who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror(s) whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section IV, will be recommended for contract award as specified in Section II, Paragraph B.12 (p.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

References

Brinson, Mark M. 1993 A Hydrogeomorphic Classification for Wetlands, US Army Corps of Engineers, Technical Report WRP-DE-4 Washington D.C. (<http://el.erdc.usace.army.mil/wetlands/pdfs/wrpde4.pdf>)

Griffith, G.E. et al. 2006, Ecoregions of New Mexico (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, USGS (map scale 1:400,000).

Muldavin, E.H., et al. 2011. New Mexico Rapid Assessment Method: Montane Riverine Wetlands. Version 1.1. Final report to the New Mexico Environment Department, Surface Water Quality Bureau, Santa Fe New Mexico.

Tiner, R.W. 2003, Dichotomous Keys and Mapping Codes for Wetland Landscape Position, Landform, Water Flow Path, and Waterbody Types Descriptors. US Fish and Wildlife Service, National Wetlands Inventory Program, NE Region, Hadley, MA. (<http://library.fws.gov/wetlands/dichotomouskeys0903.pdf>)

Appendix A

REQUESTS FOR PROPOSALS

**Mapping and Classification for Wetlands Protection, Northeastern
New Mexico Highlands and Plains**

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 PM Mountain Daylight Time on May 5, 2011. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Maryann McGraw, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Wetlands Program
Harold Runnels Building, N2050
1190 St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
Phone # (505) 827-0581; Fax (505) 827-0160
E-mail: maryann.mcgraw@state.nm.us

Appendix B
Reimbursement Request Format

(Date)

Maryann McGraw
Surface Water Quality Bureau
New Mexico Environment Department
PO Box 5469
Santa Fe, New Mexico 87505

RE: Mapping and Classification for Wetlands Protection, Northeastern New Mexico Highlands and Plains (Assistance Agreement #CD 00F05701-01-0 (A) **Reimbursement Request.**

Please find attached our request for reimbursement for monies paid out in the period ending (Date) with respect to Intergovernmental Agreement (#00 667 000).

Expenses are broken down into the categories of the project budget included in the work plan. Details for the expenditures and documentation of the expenditures are attached.

If you have any questions, please contact (Financial Administrator) at (phone).

Respectfully submitted,

(Name and Title)
Project Administrator

REQUEST FOR REIMBURSEMENT
Assistance Agreement #CD 00F05701-01-0(A)
**Mapping and Classification for Wetlands Protection,
Northeastern New Mexico Highlands and Plains
Reimbursement Request.**
Intergovernmental Agreement #04 667 000
for (Date) through (Date)

A. Personnel	\$0
B. Travel	\$0
C. Equipment	\$0
D. Supplies	\$0
E. Contractual	\$0
F. Other	\$0
 Total Reimbursement Request	 \$0

I certify that this is a true and valid invoice and that no part of it has been previously paid.

Date:

By: _____
Contractor

With the payment of this invoice, this project will have drawn down **\$0**. For this pay period, our cumulative federal expenditure is **\$0**. For this pay period our match is \$0 and our cumulative match is \$0.

Expenditures and Match Reporting Schedule

Assistance Agreement #CD 00F05701-01-0(A)
Mapping and Classification for Wetlands Protection,
Northeastern New Mexico Highlands and Plains
 Intergovernmental Agreement #04 667 000
 for (Date) through (Date)

	Federal Expenditures			
	Budget	Current	Cumulative	Remaining
Personnel	\$0.00	0	0	\$0.00
Travel	0.00	0	0	0.00
Equipment	0.00	0	0	0.00
Supplies	0.00	0	0	0.00
Contractual	0.00	0	0	0.00
Other	0.00	0	0	0.00
Subtotal	\$0.00	0	0	0.00

	Match Expenditures			
	Budget	Current	Cumulative	Remaining
Personnel	\$0.00	0	0	\$0.00
Travel	0.00	0	0	0.00
Equipment	0.00	0	0	0.00
Supplies	0.00	0	0	0.00
Contractual	0.00	0	0	0.00
Other	0.00	0	0	0.00
Subtotal	\$0.00	0	0	0.00

I hereby certify that this report is mathematically correct, has not been previously reported, and to the best of my knowledge and belief is a legal and proper claim against the Professional Services Agreement. I further certify that the back-up documentation (including timesheets, logs, schedules, receipts, etc.) is maintained in accordance with the Intergovernmental Agreement.

Contractor

Date

Federal Cash Record by Task
Assistance Agreement #CD 00F05701-01-0(A)
Mapping and Classification for Wetlands Protection,
Northeastern New Mexico Highlands and Plains
 Intergovernmental Agreement #04 667 000
 for (Date) through (Date)

Personnel	Travel	Equipment	Supplies	Contractual	Other
				Task 2	
				\$0.00	
				Task 3	
				\$0.00	
Total	Total	Total	Total	Total	Total
				\$0.00	

Cash and In-Kind Match Record by Task
Assistance Agreement #CD 00F05701-01-0(A)
Mapping and Classification for Wetlands Protection,
Northeastern New Mexico Highlands and Plains
Intergovernmental Agreement #04 667 000
for (Date) through (Date)

Personnel	Travel	Equipment	Supplies	Contractual	Other
Task 2	Task 2			Task 8	
\$0.00	\$0.00			\$0.00	
Task 8					
\$0.00					
Total	Total	Total	Total	Total	Total
\$0.00	\$0.00			\$0.00	

**Appendix C
Sample Contract**

Contract No. _____

**State of New Mexico
NAME OF AGENCY**

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no**

event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*"

B Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or

subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: [insert name, address and email].

To the Contractor: [insert name, address and email].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel –Certifying legal sufficiency

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below (*insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties*).

Any Department contributions made under this instrument do not by direct reference or by implication convey the Forest Service's endorsement of the Department's products or activities.

A. Freedom of Information Act

Any written information furnished to the (Department or Agency) is subject to the Freedom of Information Act, 5 U.S.C. § 552.

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

B. Suspension and Debarment

The Forest Service certifies that the Forest Service, its principals, and all Sub-recipients under this Agreement are not suspended or debarred from receiving federal contracts.

C. Other Provisions

Because the majority of the Project will be performed on Forest Service land, the Forest Service shall not assess overhead or administrative charges.

D. Principal Contacts

The principal contacts for this Agreement are:

To the Agency: [insert name, address and email].

To the NMED: [insert name, address and email].

E. Authorized Representatives

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.

The parties hereto have executed this Agreement:

STATE OF NEW MEXICO

(FEDERAL DEPARTMENT)

By: _____
Ron Curry, Secretary
New Mexico Environment Department

By: _____
(Name)
(Department)

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
General Counsel
New Mexico Environment Department

Date: _____

STATE OF NEW MEXICO

By: _____
Department of Finance and Administration

Date: _____

Appendix D

No. _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NEW MEXICO ENVIRONMENT DEPARTMENT
AND THE _____

This Intergovernmental Agreement ("Agreement") is entered between the New Mexico Environment Department ("Department or NMED") and the "Public Entity",
(_____).

Whereas, this Agreement constitutes a cooperative procurement agreement, within the meaning of NMSA 1978, § 13-1-135;

Whereas, the Department is authorized by NMSA 1978, § 74-6-9 to receive and expend funds granted to the Department for purposes consistent with the Water Quality Act, NMSA 1978, §§ 74-6-1 to 74-6-17, and the Department is funded in part by Assistance Agreement No. C9-99610113 received from the United States Environmental Protection Agency ("EPA"); (Federal Clean Water Act Section 319(h))

Whereas, the _____ is a public agency that is authorized by the New Mexico Legislature for the performance of this agreement under the authority of _____ hereinafter referred to as the "Project".

Whereas, the Department and _____ desire to enter into this Agreement to accomplish the Project in the most cost-effective and administratively efficient manner.

Therefore, the parties mutually agree as follows:

F. Purpose/Mutual Benefit

The purpose of the Project is to:

G. Implementation of Project

The primary objective of the Project is to _____ which shall be carried out in accordance with the Project Work Plan, which is Attachment A and is incorporated into this Agreement.

H. Disbursement of Funds

1. The Department shall transfer to the _____ from the funds of the EPA / Department funds in an amount not to exceed _____ to reimburse for costs actually incurred in carrying out the Project in accordance with the Project Work Plan.
2. The _____ shall submit to the Department invoices for costs actually incurred in carrying out the Project in accordance with the Project Work Plan, including as applicable, receipts and accounting of non-federal matching expenditures. Payment shall be made upon receipt of detailed, certified invoices and receipts, which should include, if applicable, an accompanying statement of non-federal matching fund expenditures (record of match) being spent on the Project during the time period of the invoiced charges. Invoices and records of match shall be submitted on a quarterly basis to:

To the Department: [Agency }

By: [Contractor]

3. The Department shall transfer funds to the _____ only upon approval of invoices/receipts submitted by _____, and upon approval of any reports required pursuant to Section F of this Agreement.
4. The _____ shall administer and disburse the funds in accordance with applicable State and Federal statutes and regulations through completion of the Project as set forth in the Project Work Plan.
5. Upon termination or expiration of this Agreement, all matching funds required by the Department shall have been met in proportion to the contributions made by the Department in accordance with the budget on page 18 of the approved Project Work Plan.

I. Personal Property

The _____ shall retain all personal property acquired pursuant to funds disbursed by the Department under this Agreement that are less than \$5,000. The Department and EPA retain all personal property acquired pursuant to funds disbursed by the Department under this Agreement that are \$5,000 or more.

J. Property Improvements

Not applicable to this project.

K. Reports

The _____ shall satisfactorily complete any reports required in the Project Work Plan.

L. Strict Accountability

The _____ shall maintain fiscal records consistent with generally accepted accounting principles; shall account for all receipts and disbursements of funds transferred to the _____ pursuant to this Agreement; and along with the Department, shall be strictly accountable for all receipts and disbursements under this Agreement.

M. Records and Audit

Department Project Officers shall audit Contracts and Intergovernmental Agreements on a quarterly basis to ascertain _____ likelihood of achieving deliverable deadlines as scheduled in the Project Work Plan. If deadlines are not being met - then the Project Officer will make a verbal request with a formal written request to follow that the _____ explain in writing within seven (7) days the cause for delay. The request shall be mailed by certified mail to the _____. If the Department Project Officer deems invalid the cause for delay of deliverables, then the _____ will be given sixty (60) days after certified receipt of letter notifying the _____ as to their status to develop a corrective action plan agreeable to the Department's Project Officer and to show either through deliverable or revised schedule how deliverables will be affected. If at the end of the sixty-day (60) corrective action period no progress has been made, the NMDA shall be notified that the Contract/Agreement is terminated. Refer to Paragraph K Termination regarding termination by either party before the intended date.

N. Access to Records

The Department, the _____, the New Mexico Department of Finance and Administration ("DFA"), or the Comptroller General, through any authorized representative, shall be given access to and have the right to examine all books, papers, or documents related to this Agreement.

O. Amendment

Any and all amendments, changes, and/or modifications of this Agreement shall be made in writing, signed and dated by both parties before becoming effective. Neither the Department nor the _____ is obligated to fund any changes and/or modifications not approved in writing by both parties.

P. Termination

This Agreement may be terminated by either the Department or the _____ upon written notice delivered to the other party at least thirty days prior to the effective date of termination. By such termination, no party may nullify or void any obligation arising prior to termination.

Q. Applicable Law

Any procurement made by the _____, pursuant to this Agreement shall be made in accordance with applicable procurement policies and procedures, applicable federal laws and regulations, and applicable provisions in the Project Work Plan.

Page 3 of 6

R. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions resulting from the performance of this Agreement.

S. Equal Opportunity Compliance

The _____ shall abide by all state and federal rules and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, the _____, shall assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, sexual preference or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity related to this Agreement. If the _____ is found not to be in compliance with these requirements during the life of the Agreement, the _____ agrees to take appropriate steps to correct these deficiencies.

Any person, group or organization, that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title IX of the Education Amendments of 1972 and their implementing regulations at 40 C.F.R. Parts 5 and 7 where applicable.

T. Term

This Agreement shall become effective upon approval by the Department, and the _____, and shall expire no later than **[DATE]** unless extended by the parties pursuant to Section J of this Agreement or unless terminated pursuant to Section K or Section P of this Agreement.

U. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization from the New Mexico State Legislature and/or the EPA. If sufficient appropriations or authorization are not granted, this Agreement shall be terminated upon written notice from the Department. The Department's decision as to whether sufficient appropriations are available is within its sole discretion and shall be final and binding.

V. Participation in Similar Projects

This Agreement in no way restricts the _____ or the Department from entering into Joint Powers Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

W. Acknowledged in Publications and Audiovisual Material

The Department and EPA support shall be acknowledged in publications and audiovisual material.

Page 4 of 6

X. Endorsement

Any Department contributions made under this instrument do not by direct reference or by implication convey the _____ endorsement of the Department's products or activities.

Y. Freedom of Information Act

Any written information furnished to the Department and EPA is subject to the Freedom of Information Act, 5 U.S.C. § 552.

Z. Suspension and Debarment

The _____ certifies that the _____, its principals, and all Sub-recipients under this Agreement are not suspended or debarred from receiving federal contracts.

AA. Other Provisions

Not applicable to this project.

BB. Principal Contacts

The principal contacts for this Agreement are:

To the Department: [Agency]

To the _____: [Contractor]

The parties agree that, unless otherwise provided in the Agreement, all notices, decisions, or other matters required under this Agreement to be set forth in writing may be sent to the above-named persons by facsimile or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon date of the person's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement:

New Mexico Environment Department

By: _____ Date: _____
G. David Martin, Secretary
Environment Department

Approved as to Form and Legal Sufficiency

By: _____ Date: _____
Ryan Davis, General Counsel
New Mexico Environment Department

[Contractor]

By: _____ Date: _____
Contractor

Appendix E General Cost Detail Form

The following spreadsheet is the preferred budget format. The breakdown of categories may include, but is not limited to, the examples shown below.

(BREAKDOWN OF BUDGET CATEGORIES)	Federal Funds	Match	TOTAL
<i>Personnel:</i>			
Project Administration			
Project Coordinator			
Technical Staff			
Field Staff			
<i>Equipment: (cost greater than \$5,000)</i>			
Field equipment; computer and software; etc.			
Sampling / monitor equip; etc.			
<i>Travel:</i>			
Lodging / per diem (maximum \$85/night in-state travel rate) Note: Special area rates apply in Santa Fe and other NM areas.			
Mileage reimbursement (@ \$0.40/ mi. per State reimbursement rates)			
Airfare, Car Rental			
<i>Supplies: (cost less than \$5,000)</i>			
Field supplies ; GPS units; monitoring equip.; etc.			
Office / meetings / public announcement supplies /			
Materials donations			
<i>Contractual – Direct Labor, Outside Services:</i>			
Consultants / instructors			
Field contractors/subcontractors: labor and services			
Workshop arrangements / publications (drafting, printing) / web site			
<i>Other:</i>			
Map and photo duplication; postage/ mailing costs;			
Office / workshop venue; port-a-potty rentals; telephone;			
Rent; insurance			
Miscellaneous; & other overhead costs			
TOTAL			
<i>% Of Adjusted Total</i>	<i>%</i>		<i>100%</i>

APPENDIX F

RECORD KEEPING REQUIREMENTS

- A. The Public Agency of Independent Contractor shall provide a detailed budget breakdown clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first payment request.
- B. With each payment request, submit a detailed schedule reflecting your cash and in-kind expenditures (must be identified separately) for not only the current period but cumulative as well. This schedule must also include a comparison of your approved match budget (by line item detail) to actual cumulative match expenditures.
- C. A file(s) must be dedicated to this contract or agreement and will consist of the following:
1. For any declared in-kind contributions, the following documentation will be maintained in the file(s):
 - (a) An itemized listing of each employee's hourly rate. (Prevailing Wage Rates may be used if applicable).
 - (b) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (c) An itemization of per diem rates, equipment rental/usage rates, etc. that will be used as match for this contract or agreement.
 - (d) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (e) Copies (or originals) of logs/schedules for equipment usage.
 - (f) Signed statements noting fair market value for in-kind donations of materials or supplies.
 2. For any declared cash contributions, the following documentation will be maintained in the file:
 - (a) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (b) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (c) Copies (or originals) of logs/schedules for equipment usage.
 - (d) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Public Agency or Independent Contractor agrees and acknowledges that:
1. Neither the costs nor the values of third party in-kind contributions being used to satisfy the cost sharing or matching requirements of the attached contract or agreement have been or will be counted towards satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of federal funds.
 2. Any third-party matching fund contributions or expenditures must be made with the effective dates specified in the attached contract or agreement.
 3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency or Independent Contractor until three (3) years after submittal of the Final Financial Status Report. The Public Agency of Independent Contractor must obtain authorization from the New Mexico Environment Department prior to disposal of any records.
 4. The New Mexico Environment Department may, at any time, audit these files to ensure compliance with the Match Record-Keeping Requirements. The Department reserves the right to disallow contributions deemed inappropriate or unreasonable either during an audit or during the review of your detailed schedule reflecting match expenditures.
 5. The Department will be reimbursed by the Public Agency or the Independent Contractor for any portion of the contract or agreement funding provided to the Public Agency or Independent Contractor under the attached contract or agreement which the Public Agency or Independent Contractor was unable to match or adequately document.