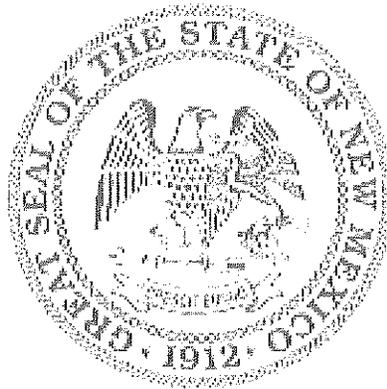


NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU

REQUEST FOR PROPOSALS (RFP)

Mapping and Classification of Wetlands in New Mexico



NMED RFP 17 667 2060 0033

Date of Issuance: April 20, 2017

Deadline for Proposal Submission: June 14, 2017

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the following wetlands environmental science services in specified areas of New Mexico to be designated by the New Mexico Environment Department (NMED):

- National Wetland Inventory (NWI) mapping and classification of polygonal and linear wetlands through image interpretation using “Classification of Wetlands and Deepwater Habitats of the United States” (Cowardin et al., USFWS 1979), from remotely sensed imagery and a variety of collateral data sources. The project areas will exclude Tribal lands, which will sometimes result in partial quadrangles. The project areas (subprojects) will be designated as funds allow, in specific areas of New Mexico. Figure 1 provides an example of subproject areas. This map does not limit the scope of any subproject area. All wetland delineation will be at 1:12,000-resolution and comply with the Wetlands Mapping Standard of the Federal Geographic Data Committee (FGDC).
- Mapping and classification of adjacent riparian areas using “A System for Mapping Riparian Areas in the Western United States” (USFWS 2009).
- Classification of wetlands using the Landscape Position, Landform, Water Flow Path and Waterbody Types (LLWW) classification (Tiner 2011, 2014) for all mapped wetlands and riparian areas.
- Assignment of wetland functions to mapped wetlands through application of a functional correlation query.
- Assignment of wetlands subclasses to mapped wetlands according to hydrogeomorphic (HGM) characteristics using “A Hydrogeomorphic Classification for Wetlands” (Brinson 1993), adapted, as appropriate, for New Mexico.
- Pre-mapping and post-mapping field verification and Mapping Advisory Committee meetings.
- Production and submittal of each final subproject geodatabase and metadata, Story Map of each subproject area, and quarterly and final reports documenting the project procedures and outcomes for each designated subproject area.

B. BACKGROUND INFORMATION

NMED is updating and expanding the current inventory of wetlands resources across the state. The project described in this procurement is federally funded. Work tasks to be completed are funded through U.S. Environmental Protection Agency (EPA) Region 6 Clean Water Act Section 104(b)(3) Wetlands Program Development Grants awarded to the NMED Wetlands Program.

C. SCOPE OF PROCUREMENT

This procurement is for professional services consisting of acquisition of imagery and other collateral spatial data, developing a geodatabase, applying several wetland classification schemas, field verifying mapping units, developing metadata, geoprocessing, attending meetings and giving presentations, using remote web conferencing services and File Transfer Protocol (FTP) sites, developing map products from the geodatabase and formatting for electronic delivery and NMED website, developing Story Map products for subprojects, and writing reports and deliverables necessary for the completion of each subproject scope of work.

Qualified minority business enterprises and women-owned business enterprises are encouraged to submit proposals. Contractor's work will be conducted primarily at the Contractor's place of business. Pre-mapping field and ground-truthing of wetlands will be conducted in the project area in New Mexico.

The scope of work for this procurement includes services to complete the tasks in the Detailed Scope of Work described in Section IV.A. for up to four subprojects within a 4-year period. Each subproject will be expected to be completed within (but not limited to) 24 months from the last signature on each contract amendment and the term will be negotiated as part of each amendment. NMED is requesting Offerors to submit a proposal of work with price quotes determined on a per task basis. In addition, NMED is requesting price quotes based on price per mapped quadrangle determined by location and potential for wetland resources.

1. Reporting and Data Submittal

Task Completion will be reported in Quarterly Reports and shall be submitted in electronic format. Data files shall be submitted as agreed to within the subproject scope of work. Deliverable dates will be determined by NMED and the Offeror during the development of a scope of work for each subproject. The contract work is expected to be completed in roughly 24 months for each subproject and will be negotiated in the contract phase. NMED will expect the Offeror to adhere to all submission dates.

2. Contractor's Qualifications

This request seeks Offerors with the technical ability to provide all the above project services. NMED expects the 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 proposal.

A responsive proposal will include documentation of technical capabilities and experience, will provide detailed examples of previous wetlands mapping, classification in all three classification systems, and landscape level functional assessment development experience (or similar studies), will demonstrate Geographic Information Systems (GIS) and image interpretation capabilities, will list the appropriate and up-to-date equipment, will provide the expertise necessary to collect quality wetlands spatial inventory data in a timely manner, will demonstrate the capability of meeting deadlines and milestones, will 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, Contractor's qualifications statement will include:

- a. Current workload and ability to handle the project (the proposal must indicate an estimated timeline to complete each task);
- b. A rate schedule for personnel (not to exceed the Environmental Protection Agency contractor rate);
- c. Rate schedules for travel and lodging (not to exceed the New Mexico state per diem rate);
- d. Overhead rates if applicable; and
- e. 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

a. Because a portion of the total project amount is required to be a non-federal match, the Offeror 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, but are not limited to, 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, and non-federal time and resources to present the project to groups such as the Association of State Wetland Managers and the National Wetlands Mapping Consortiums.

The offeror is expected to meet an equivalent of 25% non-federal match of the total amount requested for their proposal. For example, if the Offeror requests \$75,000.00 in federal funds, a match equivalent would be \$75,000.00 divided by 3 or \$25,000.00, for a proposal total of \$100,000.00. If the Offeror can demonstrate the ability to provide some or all the match for the federal funds requested, the proposal will rank higher. If the Offeror can only provide a portion of the match, they will receive a portion of the points for that evaluation criterion.

b. Cost considerations will include estimates by United States Geological Survey (USGS) 7.5-minute quadrangle for the following situations:

1. Quadrangles with extensive wetlands - the Offeror will be responsible for mapping with NWI and LLWW classifications, HGM subclasses and functional correlation.
2. Quadrangles in principally dry areas with few wetlands and little wetland area - the Offeror will be responsible for mapping with NWI and LLWW classifications, HGM subclasses and functional correlation.
3. Quadrangles recently mapped for NWI - Offeror will be responsible for coding these mapped quadrangles for LLWW, HGM subclasses, and functional correlation.
4. The project may include mapping up to the boundaries with Tribal lands, but Tribal lands will not be mapped. Map edges will be aligned with prior projects to avoid mapping gaps and with the approval of the NWI Regional Wetlands Coordinator – the Offeror will be responsible for mapping partial quadrangles with NWI and LLWW classifications, HGM subclasses and functional correlation.
5. The project may include mapping non-tribal lands within checkerboard areas of New Mexico - Map edges will be aligned with prior projects to avoid mapping gaps and with the approval of the NWI Regional Wetlands Coordinator – the Offeror will be responsible for mapping with NWI and LLWW classifications, HGM subclasses and functional correlation.

The offeror will provide cost estimates per quadrangle for each of these five potential mapping criteria. These cost estimates will count for 50 of the 200 points available for cost in the proposal evaluation.

New Mexico Wetlands Program

Wetland Mapping and Classification Projects

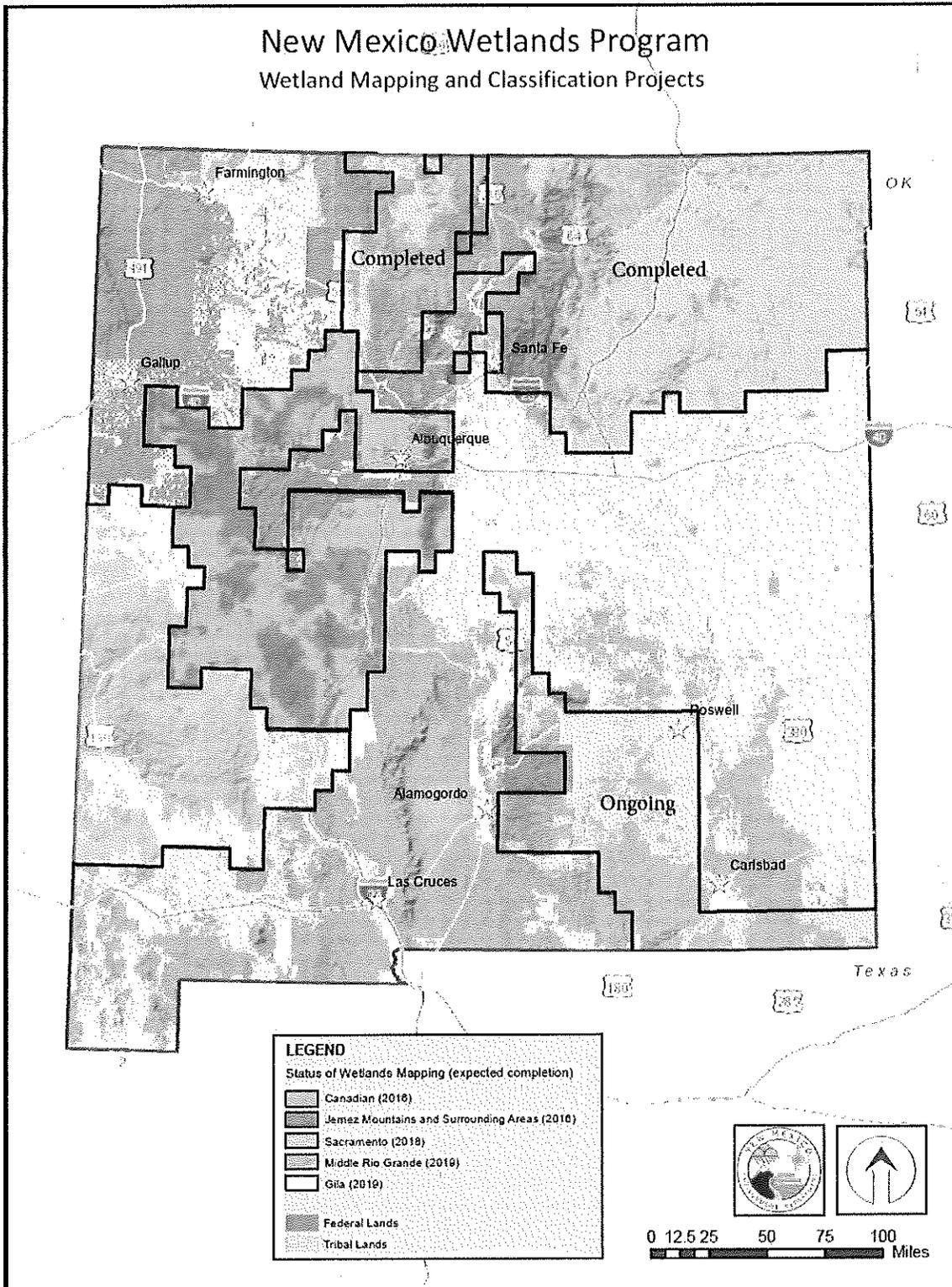


Figure 1. LOCATION MAP. This Location Map shows examples of potential subprojects. This example map is not all-inclusive nor does it limit the number or size of subprojects. The locations that are marked “completed” or “ongoing” are only shown for reference.

D. PROCUREMENT MANAGER

1. NMED has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Maryann McGraw, Procurement Manager
RFP # 17 667 2060 0033
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

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager (email is acceptable). Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMED. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals (see Section II.B.11. Protest Deadline). Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“Contractor” means any business having a contract with a state agency or local public body.

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

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

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“FGDC” The Federal Geographic Data Committee (FGDC) is an interagency committee that promotes the coordinated development, use, sharing, and dissemination of geospatial data on a national basis. This nationwide data publishing effort is known as the National Spatial Data Infrastructure (NSDI).

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“FTP” means file transfer protocol, a standard network protocol used to transfer computer files between a client and server on a computer network.

“GIS” means geographic information system and related technology used in the display, evaluation and analysis of geographic information.

“**HGM**” means hydrogeomorphic wetland properties including geomorphic setting, water source, and hydrodynamics.

“**IT**” means Information Technology.

“**Linear Wetland**” is a cartographic definition of functional wetland features that at a normal mapping scale (1:12,000) cannot be delineated with a polygon and instead are captured as linear features. Usually these features are along narrow confined riverine areas.

“**LLWW**” means landscape position, landform, water flow path, and waterbody type wetlands descriptors.

“**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’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**NAIP**” means the National Agriculture Imagery Program, which acquires aerial imagery during the agricultural growing seasons in the continental U.S. and makes the imagery available to the public.

“**NSDI**” means the National Spatial Data Infrastructure, a physical, organizational, and virtual network overseen by the FGDC and designed to enable the development and sharing of this nation's digital geographic information resources. FGDC activities are administered through the FGDC Secretariat, hosted by the U.S. Geological Survey.

“**NMRAM**” is the “New Mexico Rapid Assessment Method” for determining wetland condition.

“**NWI**” is the National Wetland Inventory currently administered by the U.S. Fish & Wildlife Service.

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

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“PA” means Producer’s Accuracy, which is the feature accuracy and attribute accuracy achieved by the producer of the wetlands mapping and classification. The requirements are 98% for feature accuracy and 85% for attribute accuracy.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (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” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Scope of Work” refers to the detailed document, which directs a Contractor to deliver services pursuant to an existing contract. The document outlines the scope of work to be performed, administrative services, tasks, deliverables, responsible parties, and the schedule and time frame within which work will be performed. A Scope of Work will be accepted from the Contractor explaining costs-not-to-be-exceeded by the Contractor for the project.

“Riparian Areas” means riparian ecosystems, which 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where

there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**SPD**” means State Purchasing Division of the New Mexico State General Services Department.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**State (the State)**” means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“**State Purchasing Agent**” means the director of the purchasing division of the general services department.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.).

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

“**Target Mapping Unit**” means 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.

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Wetland**” means 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 (Cowardin et al., 1979). Most wetland substrate is at least periodically saturated with or covered by water.

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library can be accessed at:

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx

and

<http://www.nmenv.state.nm.us/NMED/RFP>

Project QAPP Template: <http://www.epa.gov/quality/g5g-final.pdf>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issuance of RFP	Agency	April 20, 2017
2. Deadline to Submit Acknowledgement of Receipt Form	Potential Offerors	April 27, 2017
3. Deadline to Submit Written Questions	Potential Offerors	May 3, 2017
4. Response to Written Questions	Agency	May 5, 2017
5. Deadline for Submission of Proposal	Potential Offerors	June 14, 2017
6. Proposal Evaluation	Evaluation Committee	June 15-16, 2017
7. Selection of Finalists	Evaluation Committee	June 16, 2017
8. Best and Final Offers	Finalist Offerors	July 10, 2017
9. Finalize Contractual Agreements	Agency/Finalist Offerors	August 15, 2017
10. Contract Awards	Agency/ Finalist Offerors	September 7, 2017
11. Protest Deadline	NMED	15 days after contract award

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Environment Department on April 20, 2017.

2. Deadline to Submit Acknowledgement of Receipt Form

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this

document, 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 to the Procurement Manager by the deadline indicated in Section II. A., Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt 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.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until the deadline as indicated in the Section II.A. Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I. D. 1., as per the schedule in Section II. A. Sequence of Events. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the schedule in Section II. A. Sequence of Events, or as soon as possible thereafter, to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline. Additional copies will be posted to: [http://www.generalservices.state.nm.us/statepurchasing/ITBs RFPs and Bid Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).
and
<http://www.env.nm.gov/requests-for-proposals/>

5. Deadline for 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 STANDARD TIME/DAYLIGHT TIME ON June 14, 2017. 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 at the address listed in Section I., Paragraph D.2. 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 of Wetlands in New Mexico RFP #17-667-2060-0033**. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as per the schedule in Section II. A., Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per the schedule in Section II. A., Sequence of Events, or as soon as possible thereafter.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per the schedule in Section II. A., Sequence of Events, or as soon as possible thereafter.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or NMED. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and NMED, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar-day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Jennifer L. Hower, Attorney
New Mexico Environment Department
Office of the General Counsel
P.O. Box 5469
Santa Fe, NM 87502-5469
Phone: 505-222-9550
Jennifer.hower@state.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime Contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime Contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime Contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of the agreement.

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. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for two hundred seventy (270) days after the due date for receipt of proposals or two hundred fifty (250) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a

proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. 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.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 §§ 57-3A-1 to -7.
 - 3. PLEASE NOTE: 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 Agency 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 subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract 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 impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. 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.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

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

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

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

A. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree 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 www.hsd.state.nm.us/CentennialCare/index.html.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The Letter of Transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II, C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and

- c. Acknowledge receipt of any and all amendments to this RFP.
- 8. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements 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. Offeror must further agree 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, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

- b. violation of Federal or state antitrust statutes related to the submission of offers;
or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

The New Mexico Preferences (NMSA 1978, § 13-1-21, as amended) do not apply to this RFP because the expenditures for this RFP include federal funds.

34. Ownership of Information

Title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of the Contract shall vest in the Agency. 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 Agency prior to such use.

35. 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 Contracts that are funded, in whole or in part, by EPA monies. If a 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 Contractors. Failure to provide required reports may result in delay of payments to Contractor and/or termination of Contract.

This requirement is not in force during the RFP process but shall commence immediately upon award of a Contract 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 Contract and any amendments thereto, all reports for MBE, WBE, SBRA shall be required.

36. 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 Offeror 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 Contract. The Agency may exercise any other remedy available by law.

37. Eligible Reimbursement Items

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

38. 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

39. Final Invoice Reimbursement

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 and match are submitted to NMED for the project.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

a. Technical Proposals – One (1) ORIGINAL, two (2) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The ELECTRONIC /COPY can NOT be emailed.**

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

b. Cost Proposals – One (1) ORIGINAL, two (2) HARD COPIES, and one (1) ELECTRONIC COPY of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The ELECTRONIC COPY can NOT be emailed.**

The ELECTRONIC VERSION/COPY of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The ELECTRONIC VERSION can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

C. PROPOSAL FORMAT AND ORGANIZATION

All proposals must be submitted as follows:

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

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

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

2. Technical Proposal (Binder 1)

- A. Signed Letter of Transmittal (Appendix E)
- B. Table of Contents
- C. Proposal Summary
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Organizational Experience and Resources
- G. Technical Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
- H. Signed Campaign Contribution Form (Appendix B)
- I. Other Supporting Material (If applicable)

3. Cost Proposal (Binder 2)

- A. Completed Cost Response by Task (including both costs and match (Appendix D. Table A.))
- B. Completed Cost Response for each of the five criteria described under I.C.3. Other Considerations *b.* Costs by Quadrangle (Appendix D. Table B.)
- C. Completed Cost Response by Category (Appendix D. Table C.)
- D. Completed Narrative Cost Response (Narrative Budget Summary and Explanation of Sources of Match (Appendix D. Table D.).

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Under current available funding, the work to be performed by the contractor for each subproject includes:

1. Tasks

a. Administration. Administrative duties include submitting pre-invoice and reimbursement requests, processing subcontractor invoices, contract amendments, tracking contractor match contributions, supplying budget information and communicating with NMED.

Deliverables: Pre-invoice and reimbursement requests, amendments, match reporting and documentation.

b. Preliminary Review Meeting, and Image Acquisition and Assemblage. The Contractor will participate in meetings as necessary to review subproject 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 the NMED Wetlands Program Project staff, the Contractor's representatives, and the U.S. Fish and Wildlife Service USFWS Wetlands/NWI representatives as necessary (including NWI Regional Wetlands Coordinator). 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 each subproject outcome. National Agricultural Imagery Program (NAIP) imagery (most recent version) is expected to be the primary imagery data utilized with Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO) hydric soils data, national hydrologic dataset, color infrared imagery, topographic information and other reference material as collateral data to interpret the wetland boundary delineation and apply the classification systems to each polygonal and linear feature of the project. A geodatabase with NAIP imagery and collateral datasets will be created by the Contractor.

Deliverables: Meeting minutes and materials, mapping objectives established, timeline confirmed, FTP site created, imagery acquired, subproject geodatabases assembled for mapping wetlands and riparian areas.

c. Quality Assurance Project Plan (QAPP) Development. In cooperation with the Contractor, a Project QAPP will be developed by NMED according to EPA guidance (US EPA 2003, Guidance for Geospatial Data Quality Assurance Project Plans, EPA QA/G-5G, Office of Environmental Information, Washington, D.C. (<http://www.epa.gov/quality/g5-docs/g5g-final.pdf>)). The Contractor will submit to SWQB any information necessary to develop the Project QAPP document and updates as needed, including quality control protocols that will be used by the Contractor to verify data quality. Before data collection commences, the Project QAPP shall be submitted to EPA for review, comments, response and EPA approvals. The Project QAPP will cover any subprojects added by way of an amendment also approved by EPA. This project will be compliant with the "Wetland Mapping Standard" of the FGDC (FGDC, 2009). Final project data quality will be reviewed by the US FWS NWI Regional Wetlands Coordinator and accepted for inclusion in the NWI database. An Acknowledgement form will be signed by all Contractor personnel verifying adherence to Quality Assurance protocols in the Project QAPP.

Deliverables: Approved Project QAPP, annual updates, and adherence to quality control and quality assurance protocols in the Project QAPP.

d. Pre-Mapping Field Review, Mapping Classification and Introductory Mapping Advisory Committee Meeting. NMED Wetlands Program Project Officer and the Contractor will review the project area for each subproject and preliminary wetland delineation and classification to develop a list of potential wetland feature signatures. A multi-day field visit to representative sites in the subproject area will then be conducted by the Contractor and NMED Wetlands Program staff to verify the draft classification. This task will also include an introductory half-day Mapping Advisory Committee meeting (planned by NMED) for each subproject within or near the subproject area, and a presentation by the Contractor to the Committee to introduce the project.

Deliverables: Draft delineation and classification, multi-day field visit report and photos; Mapping Advisory Committee presentation, sign-in sheets and meeting minutes.

e. Mapping and wetlands interpretation, quality control. Utilizing geodatabase information, the Contractor will delineate all wetlands and riparian areas in compliance with NWI standards and then apply the Cowardin system (USFWS 1979), "System for Mapping Riparian Areas in the Western United States" (USFWS 2009), and LLWW mapping classification (Tiner 2003, 2014). Contractor's milestones will be developed by NMED and the Contractor to ensure data development is going as planned. An FTP site will be used to transfer data and to ask questions about delineating and interpreting wetland features. The NMED Wetlands Program Project Officer and USFWS Wetlands/NWI representative will conduct quality control checks to ensure data are being interpreted correctly. FGDC Wetlands Mapping Standard states a target mapping unit (TMU) of 0.5 acres with a demonstrated Producer's Accuracy (PA) of 98% for feature accuracy and 85% for attribute accuracy or higher (FGDC, 2009) Standards for Accuracy. In practice, the smallest wetlands that can be accurately mapped in New Mexico by NWI are approximately 0.1 acres. Wetlands which appear long and narrow (less than 15 feet wide at a scale of 1:12,000), such as those following drainage-ways and stream corridors, are

mapped as linear features. Wetlands data that meet or exceed the minimum TMU and PA requirements will be accepted for submission to the NWI.

Deliverables: All wetlands and riparian areas in subproject area delineated and classified using the classification systems noted above.

f. Landscape Level Assessment. During and after map development, the Contractor, in cooperation with the NMED Wetlands Program Project Officer, will apply a landscape level wetland functional assessment to each polygonal and linear feature. The Contractor and NMED Wetlands Program staff will also work together to assign broad preliminary hydrogeomorphic subclasses (after Brinson 1993) to be used for New Mexico Rapid Assessment Method (NMRAM) (Muldavin, E.H., et al. 2013- or latest version) development based upon the classification systems.

Deliverables: Functional Assessment correlation and landscape level functional assessment for the subproject area, assignment of HGM wetland subclasses for NMRAM.

g. Ground-truthing and Mapping Advisory Committee Meeting.

g.1. After delineation and classification is completed, a multi-day ground-truthing field review in the subproject area will be conducted by the Contractor and NMED Wetlands Program staff. The purpose of ground-truthing will be to determine if any changes are needed and to verify classification in questionable areas. NMED will provide guidance for locating landowners in selected sites. The Contractor will obtain permissions to visit sites. Revisions will be made to the mapping as identified from ground-truthing.

g.2. The ground-truthing task will also include a half-day Mapping Advisory Committee meeting and field trip within or near the project area, and a presentation by the Contractor to the Mapping Advisory Committee. The Contractor will conduct the meeting to review functional assessment correlation parameters relevant to the subproject area in New Mexico. The Contractor will also lead a field trip to nearby wetland areas to explain the mapping parameters to members of the Mapping Advisory Committee and to answer any questions related to the coding, map products and the mapping of wetland functions.

Deliverables: Landowner Permission, list of changes and improvements to be made to maps, Ground-truthing multi-day field visit report and photos; presentation, sign-in sheets for Mapping Advisory Committee meeting and Mapping Advisory Committee field trip notes.

h. Story Map. An interactive PDF Story Map will be created for each subproject. The Story Map will include NWI, LLWW, HGM and wetland functions. The offeror is expected to provide a reasonable and cost effective product at a reasonable scale that makes the maps user friendly for the public.

Deliverables: Story Map for each subproject submitted for review and to be hosted on NMED SWQB Wetlands website.

i. Quarterly Reports and Final Report, final version of map, reports on methodology. The Contractor will provide quarterly reports and a final report for each subproject. 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 the NMED Wetlands Program when available. The completed map datasets (geodatabase) will be reviewed by the NMED Wetlands Program Project Officer and USFWS Wetlands/NWI representative (NWI Regional Wetlands Coordinator) prior to acceptance. Any changes necessary from this review and from the ground-truthing field trip will be incorporated into the final version of all deliverables.

A Final Report will be developed by the Contractor that includes all metadata, procedures, tools and resources used for constructing the geodatabase, accuracy and completeness of the data, insurances that the FGDC Wetlands Mapping Standard has been met, recommendations for future work, and references.

Deliverables: Submission of Quarterly Reports, map products (geodatabase), Final Report.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience and Resources

Offerors must describe the organizational experiences and resources to perform the work as outlined in Section I.C.3 Contractor's Qualifications, including organizational and proposed staff experience and resources for personnel directly involved in the accomplishment of project tasks. Offerors **must** provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of wetlands mapping and classification using the applicable wetlands classification systems. Curriculum Vitae must be included for personnel directly involved in the accomplishment of project tasks.

2. Mandatory Specifications

Offerors must explain by task how the Scope of Work described in Section IV.A. will be accomplished. Offerors 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. This section 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.

In this section Offerors must also submit a detailed timeline for accomplishing tasks in approximately 24 months following contract execution (or contract amendment execution

for additional subproject areas) (the timeline can be provided in table form). An explanation of how the timeline will be accomplished and adhered to must be included.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

Offerors' proposals **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

Offerors must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

D. COST PROPOSAL

1. Cost

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

2. Match

Offerors must include match and an explanation of the source of match in the Cost Response Form in APPENDIX D.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factors – correspond to Sections IV.B., IV.C. and IV.D.	Points Available
A. Technical Proposal	
A. 1. Organizational Experience and Resources	250
A. 2. Mandatory Specifications	350
B. Business Specifications	
B. 1. Letter of Transmittal Form	Pass/Fail
B. 2. Campaign Contribution Disclosure Form	Pass/Fail

C. Cost Proposal	
C. 1 Cost	200
C. 2 Match	200
TOTAL	1,000 points

B. EVALUATION FACTORS

1. Organizational Experience and Resources (See Table 1)

The organizational 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. Points will be awarded based on the thoroughness and clarity of the response and the perceived validity of the response.

2. Mandatory Specifications (See Table 1)

The greatest points will be awarded for the Offeror’s response to the accomplishment of the project tasks, with emphasis on the Offeror’s familiarity and understanding of the wetlands/riparian mapping that will meet the needs of the NMED Wetlands Program.

3. Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula based on the total Offer bid:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

Work must be performed under current available funding.

4. Match (See Table 1)

Points will be awarded based on the ability and commitment to provide the required non-federal match contribution (25% of total project costs, where total costs equal contractual costs plus match). Offerors must explain how the non-federal match will be met.

The Offeror’s ability to provide some or all of the match for the federal funds requested will be evaluated. If the Offeror can only provide a portion of the match, they will receive a portion of the points for that evaluation criteria.

That portion will be scaled according to the match amount provided and the formula below. The maximum number of points awarded for this item will be 200.

Match %	Points
Over or = 25%	200
20-24%	(Match % x 5.71)
15-19%	(Match % x 3.71)
10-14%	(Match % x 1.71)
0-9%	(Match % x 0.71)

5. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section V. will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VI. REFERENCES

Brinson, Mark M., 1993, A Hydrogeomorphic Classification for Wetlands, US Army Corps of Engineers, Technical Report WRP-DE-4 Washington D.C. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs143_010784.pdf)

Cowardin, L.W., V. Carter, F.C. Golet and E.T. LaRoe, 1979, Classification of wetlands and deepwater habitats of the United States. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C. Jamestown, N.D. (<https://www.fws.gov/wetlands/Documents/Classification-of-Wetlands-and-Deepwater-Habitats-of-the-United-States-2013.pdf>)

Federal Geographic Data Committee, 2009, Wetlands Mapping Standard: FGDC Document Number FGDC-STD-015-2009. (<https://www.fws.gov/wetlands/Documents/FGDC-Wetlands-Mapping-Standard.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., 2013, New Mexico Rapid Assessment Method: Montane Riverine Wetlands. Version 1.2. Final report to the New Mexico Environment Department, Surface Water Quality Bureau, Santa Fe New Mexico. (<https://www.env.nm.gov/swqb/Wetlands/NMRAM/index.html>)

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>)

US Fish and Wildlife Service, 2009, System for Mapping Riparian Areas in the Western United States" USFWS Division of Habitat and Resource Conservation Branch of Resource and Mapping Support, Arlington, VA, 22203.

Williams, J., 1986, New Mexico in Maps, Second Edition, University of New Mexico Press, Albuquerque, NM.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

Mapping and Classification of Wetlands in New Mexico RFP#17-667-2060-0033

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than April 27, 2017. 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 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 Proposal.

Maryann McGraw, Procurement Manager
Mapping and Classification of Wetlands in New Mexico
RFP #17-667-2060-0033
New Mexico Environment Department
1190 St. Francis Dr. Room N2050
P.O. Box 5469
Santa Fe, NM 87502
Phone: 505-827-0581
Fax: 505-827-0160
E-mail: Maryann.McGraw@state.nm.us

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or

solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C: SAMPLE CONTRACT

STATE OF NEW MEXICO

NEW MEXICO ENVIRONMENT DEPARTMENT PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO ENVIRONMENT DEPARTMENT**, 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.**

The Contractor shall perform the following work:

Under currently available funding, this Scope of Work includes the professional services that will be performed by the contractor and include the completion of the following tasks Described in Attachment A, Scope of Work:

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work deliverables; based upon work completed and invoices submitted to, and approved by, the Agency Wetland Program Project Officer; for an amount 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.**

The Contractor is required to provide a non-federal "match" in the amount of (AMOUNT).

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.

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 NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. 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. No such subcontract shall relieve the

primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring 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.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the

State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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, NMSA 1978 §§ 13-1-28 through 13-1-199, 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 NMSA 1978, § 38-3-1 (G). 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 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:
www.hsd.state.nm.us/CentennialCare/index.html.

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:

Karen Menetrey, Wetlands Program Project 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) 827-0194; Fax (505) 827-0160
E-mail: Karen.Menetrey@state.nm.us

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: _____ Date: _____
Butch Tongate, Cabinet Secretary
New Mexico Environment Department

By: _____ Date: _____
Marlene Cordova, Chief Financial Officer
New Mexico Environment Department

Approved for Legal Sufficiency:

By: _____ Date: _____
Jennifer Hower, General Counsel
New Mexico Environment Department

By: _____ Date: _____
Contractor

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: _____ Date: _____
Taxation and Revenue Department

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

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment A
Mapping and Classification of Wetlands in New Mexico
Scope of Work
Professional Services Contract # _____

Contractor

Name:
Address:
Point of Contact:
Phone:
Email:

Summary of Scope of Work: Through this Scope of Work, the Contractor will provide professional services consisting of acquisition of imagery and other collateral spatial data, developing a geodatabase, applying several wetland classification schemas, field verifying mapping units, developing metadata, geoprocessing, attending meetings and giving presentations, using remote web conferencing services and File Transfer Protocol (FTP) sites, developing map products from the geodatabase and formatting for electronic delivery and NMED website, developing Story Map products for subprojects, and writing reports and deliverables necessary for the completion of this subproject scope of work.

The final products will include: 1) subproject geodatabase assembled for mapping wetlands and riparian areas, 2) subproject information submittal for Project Quality Assurance Project Plan (QAPP) 3) Draft delineation and classification of mapping units in the subproject area, multi-day field visit report and photos, 4) Mapping Advisory Committee presentation, sign-in sheets and meeting minutes, 5) classification of all wetlands and deep-water habitats in the subproject area using the classifications described below and including linear features, 6) Functional Assessment correlation and landscape level functional assessment for the subproject area, assignment of HGM wetland subclasses for future NMRAM assessments, 7) ground-truthing multi-day field visit report and photos including description of changes to be made to maps, 8) presentation, sign-in sheets for Mapping Advisory Committee meeting and Mapping Advisory Committee field trip notes, 9) Story Map for each subproject to be hosted on ESRI and NMED SWQB Wetlands website, 10) Quarterly and Final Reports and metadata for mapping products, 11) pre-invoice and reimbursement requests, match reporting, budget and services documentation.

Tasks, Roles and Responsibilities, Schedule, and Deliverables

A. Administration. Administrative duties include submitting pre-invoice and reimbursement requests, processing subcontractor invoices, review of contract amendments, tracking contractor match contributions, supplying budget information and communicating with NMED.

Responsible Staff:

Schedule: From date of final signature on contract for 24 months.

Deliverables: Pre-invoice and reimbursement requests, amendments, match reporting and documentation.

B. Preliminary Review Meeting, and Image Acquisition and Assemblage. The Contractor will participate in meetings as necessary to review subproject 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 the NMED Wetlands Program Project staff, the Contractor's representatives, and the US Fish and Wildlife Service USFWS Wetlands/NWI representatives as necessary (including NWI Regional Wetlands Coordinator). 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 each subproject outcome. National Agricultural Imagery Program (NAIP) imagery (most recent version) is expected to be the primary imagery data utilized with Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO) hydric soils data, national hydrologic dataset, color infrared imagery, topographic information and other reference material as collateral data to interpret the wetland boundary delineation and apply the classification systems to each polygonal and linear feature of the project. A geodatabase with NAIP imagery and collateral datasets will be created by the Contractor.

Responsible Staff:

Schedule: Within one month from date of final signature on contract.

Deliverables: Meeting minutes and materials, mapping objectives established, timeline confirmed, FTP site created, imagery acquired, subproject geodatabases assembled for mapping wetlands and riparian areas.

C. Quality Assurance Project Plan (QAPP) Development. In cooperation with the Contractor, a Project QAPP will be developed by NMED according to EPA guidance (US EPA 2003, Guidance for Geospatial Data Quality Assurance Project Plans, EPA QA/G-5G, Office of Environmental Information, Washington, D.C. (<http://www.epa.gov/quality/g5g-final.pdf>)). The Contractor will submit to SWQB any information necessary to develop the Project QAPP document and updates as needed, including quality control protocols that will be used by the Contractor to verify data quality. Before data collection commences, the Project QAPP shall be submitted to EPA for review, comments, response and EPA approvals. The Project QAPP will cover any subprojects added by way of an amendment also approved by EPA. This project will be compliant with the "Wetland Mapping Standard" of the FGDC (FGDC, 2009). Final project data quality will be reviewed by the US FWS NWI Regional Wetlands Coordinator and accepted for inclusion in the NWI database. An Acknowledgement form will be signed by all Contractor personnel verifying adherence to Quality Assurance protocols in the Project QAPP.

Responsible Staff:

Schedule: Within six months from date of final contract signature.

Deliverables: Approved Project QAPP, annual updates, and adherence to quality control and quality assurance protocols in the Project QAPP.

D. Pre-Mapping Field Review, Mapping Classification and Introductory Mapping Advisory Committee Meeting. NMED Wetlands Program Project Officer and the Contractor will review the project area for each subproject and preliminary wetland delineation and classification to develop a list of potential wetland feature signatures. A multi-day field visit to representative sites in the subproject area will then be conducted by the Contractor and NMED Wetlands Program staff to verify the draft classification. This task will also include an introductory half-day Mapping Advisory Committee meeting (planned by NMED) for each subproject within or near the subproject area, and a presentation by the Contractor to the Committee to introduce the project.

Responsible Staff:

Schedule: As soon as weather allows from the date of the final signature on contract.

Deliverables: Draft delineation and classification, multi-day field visit report and photos; Mapping Advisory Committee presentation, sign-in sheets and meeting minutes.

E. Mapping and wetlands interpretation, quality control. Utilizing geodatabase information, the Contractor will delineate all wetlands and riparian areas in compliance with NWI standards and then apply the Cowardin system (USFWS 1979), "System for Mapping Riparian Areas in the Western United States" (USFWS 2009), and LLWW mapping classification (Tiner 2003, 2014). Contractor's milestones will be developed by NMED and the Contractor to ensure data development is going as planned. An FTP site will be used to transfer data and to ask questions about delineating and interpreting wetland features. The NMED Wetlands Program Project Officer and USFWS Wetlands/NWI representative will conduct quality control checks to ensure data are being interpreted correctly. FGDC Wetlands Mapping Standard states a target mapping unit (TMU) of 0.5 acres with a demonstrated Producer's Accuracy (PA) of 98% for feature accuracy and 85% for attribute accuracy or higher (FGDC, 2009) Standards for Accuracy. In practice, the smallest wetlands that can be accurately mapped in New Mexico by NWI are approximately 0.1 acres. Wetlands which appear long and narrow (less than 15 feet wide at a scale of 1:12,000), such as those following drainage-ways and stream corridors, are mapped as linear features. Wetlands data that meet or exceed the minimum TMU and PA requirements will be accepted for submission to the NWI.

Responsible Staff:

Schedule: Within 16 months from date of final signature on contract.

Deliverables: All wetlands and riparian areas in subproject area delineated and classified using the classification systems noted above.

F. Landscape Level Assessment. During and after map development, the Contractor, in cooperation with the NMED Wetlands Program Project Officer, will apply a landscape level

wetland functional assessment to each polygonal and linear feature. The Contractor and NMED Wetlands Program staff will also work together to assign broad preliminary hydrogeomorphic subclasses (after Brinson 1993) to be used for New Mexico Rapid Assessment Method (NMRAM) (Muldavain, E.H., et al. 2013- or latest version) development based upon the classification systems.

Responsible Staff:

Schedule: Within 18 months from date of final signature on contract.

Deliverables: Functional Assessment correlation and landscape level functional assessment for the subproject area, assignment of HGM wetland subclasses for NMRAM.

G. Ground-truthing and Mapping Advisory Committee Meeting.

G.1. After delineation and classification is completed, a multi-day ground-truthing field review in the subproject area will be conducted by the Contractor and NMED Wetlands Program staff. The purpose of ground-truthing will be to determine if any changes are needed and to verify classification in questionable areas. NMED will provide guidance for locating landowners in selected sites. The Contractor will obtain permissions to visit sites. Revisions will be made to the mapping as identified from ground-truthing.

G.2. The ground-truthing task will also include a half-day Mapping Advisory Committee meeting and field trip within or near the project area, and a presentation by the Contractor to the Mapping Advisory Committee. The Contractor will conduct the meeting to review functional assessment correlation parameters relevant to the subproject area in New Mexico. The Contractor will also lead a field trip to nearby wetland areas to explain the mapping parameters to members of the Mapping Advisory Committee and to answer any questions related to the coding, map products and the mapping of wetland functions.

Responsible Staff:

Schedule: As soon as weather allows after the delineation and classification draft is completed.

Deliverables: Landowner Permission, list of changes and improvements to be made to maps, Ground-truthing multi-day field visit report and photos; presentation, sign-in sheets for Mapping Advisory Committee meeting and Mapping Advisory Committee field trip notes.

H. Story Map. An interactive PDF Story Map will be created for each subproject. The Story Map will include NWI, LLWW, HGM and wetland functions. The offeror is expected to provide a reasonable and cost effective product at a reasonable scale that makes the maps user friendly for the public.

Responsible Staff:

Schedule: Within 20 months after the final signature on contract.

Deliverables: Story Map for each subproject submitted for review and to be hosted on ESRI and NMED SWQB Wetlands website.

I. Quarterly Reports and Final Report, final version of map, reports on methodology. The Contractor will provide quarterly reports and a final report for each subproject. 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 the NMED Wetlands Program when available. The completed map datasets (geodatabase) will be reviewed by the NMED Wetlands Program Project Officer and USFWS Wetlands/NWI representative (NWI Regional Wetlands Coordinator) prior to acceptance. Any changes necessary from this review and from the ground-truthing field trip will be incorporated into the final version of all deliverables.

A Final Report will be developed by the Contractor that includes all metadata, procedures, tools and resources used for constructing the geodatabase, accuracy and completeness of the data, insurances that the FGDC Wetlands Mapping Standard has been met, recommendations for future work, and references.

Responsible Staff:

Schedule: Quarterly report submission each March, June, September and December during the life of the project. Final report and all remaining map products within 23 months from the final signature on this contract.

Deliverables: Submission of Quarterly Reports, map products (geodatabase), Final Report.

Budget Table by Task

APPENDIX D: COST RESPONSE FORM

A. COST RESPONSE BY TASK

Item	Description	Federal Cost per Task	Match per Task
Task 1	Administrative	\$	
Task 2	Preliminary Meeting and Image Acquisition		
Task 3	Quality Assurance Project Plan Development		
Task 4	Assemble Geodatabase		
Task 5	Pre-mapping Field Review and Mapping Classification		
Task 6	Mapping and Wetlands Interpretation, Quality Control		
Task 7	Landscape Level Assessment		
Task 8	Ground-truthing		
Task 9	Quarterly and Final Version of Map, Reports on Methodology		
Total			

B. COST RESPONSE BY USGS 7.5-MINUTE QUADRANGLE

Quadrangle Criteria	Federal Cost Per Quadrangle	Match per Quadrangle
1		
2		
3		
4		
5		

C. COST RESPONSE BY CATEGORY

(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 (@ \$0.45/ 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			
Other eligible costs			
TOTAL			
<i>% Of Adjusted Total</i>	<i>%</i>		<i>100%</i>

D. NARRATIVE COST RESPONSE

A narrative budget summary is encouraged to better evaluate the costs associated with each task and the offerors approach to complete the work. A narrative explaining how the match will be met by Task is required to evaluate that the match is acceptable and the likelihood and of the Contractor providing the type of match proposed.

Narrative Budget Summary	
Sources of Match by Task	
Task	Sources

APPENDIX E: LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F: REQUEST FOR REIMBURSEMENT TEMPLATE

Assistance Agreement #CD 0000000 (FY2015)

Mapping and Classification of Wetlands in New Mexico

Reimbursement Request.

Contract # _____

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 00000000 (FY2015)
Mapping and Classification of Wetlands in New Mexico
Reimbursement Request.

Contract # _____
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 Agreement.

Contractor

Date

Federal Cash Record by Task
Assistance Agreement #CD 00000000 (FY2015)
Mapping and Classification of Wetlands in New Mexico
Reimbursement Request.

Contract # _____
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	

Match Record by Task
 Assistance Agreement #CD 00000000 (FY2015)
Mapping and Classification of Wetlands in New Mexico
Reimbursement Request.
 Contract # _____
 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	