

STATE OF NEW MEXICO



DEPARTMENT OF WILDLIFE (AGENCY)

REQUEST FOR PROPOSALS (RFP)

For

ENVIRONMENTAL SERVICES

RFP# 26-516-1201-00001

RFP Release Date: January 20, 2026

Proposal Due Date: March 9, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional environmental services for the New Mexico Department of Wildlife (Agency). The Agency requests proposals from qualified environmental consultants and environmental consulting firms to provide professional environmental services for but not limited to; National Environmental Policy Act (NEPA), natural resource, and cultural resource services; and completion of related documentation for the Agency. Services will be on as needed basis in locations statewide. This request for proposals will result in a multiple source award through which contracts may be awarded to one or more environmental consultants and/or environmental consulting firms.

B. BACKGROUND INFORMATION

Services provided in the contract(s) will be performed in order to further the Agency's efforts to manage the State's wildlife and natural resources.

Project services are to be provided on a statewide basis. The services consist of an undetermined number of individual project assignments statewide. Contracts resulting from this RFP will include (but are not limited to) environmental compliance for building of shooting ranges, environmental compliance for the Agency's fish hatcheries, wildlife areas, dam renovations, property acquisition, habitat restoration, wildlife surveys, and any other project undertaken by the Agency that requires environmental compliance.

C. SCOPE OF PROCUREMENT

The Contractor shall perform on-call environmental services as described below for individual projects ("Task Orders") to be identified and assigned by the Agency. Specific deliverables will be identified for each Task Order and shall be delivered to the Agency.

- A. National Environmental Policy Act (NEPA) - Provide support and assist in preparing appropriate NEPA documentation for individual projects as determined by the lead federal agency. The lead federal agency will vary depending on individual projects. NEPA documentation will primarily include, but is not limited to, the preparation of Categorical Exclusions (CE) and Environmental Assessments (EA). Preparation of an Environmental Impact Statement (EIS) may be required by lead agencies for specific projects. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.
- B. Natural Resource Services - Conduct surveys in support of and provide reports for natural resource topics as required for individual projects. Surveys will consist

primarily of, but are not limited to, general biological surveys, which may include, but are not limited to, bird inventories, botanical inventories, seed collection, habitat evaluations, wildlife surveys, endangered species surveys, forestry surveys, soil and water quality sampling, and wetland identification and delineation. Documentation of biological surveys may consist of a Biological Evaluation (BE), Biological Assessment (BA) and/or a technical resource report. These reports may be used in ESA Section 7 consultation, NEPA support, and/or other federal agency requirements and will be determined based on the project need. Documentation of wetland identification and delineation surveys will be used to support US Army Corps of Engineers 404 permitting and 401 certifications. Assist with completing all required applications for Clean Water Act, Endangered Species Act, and NEPA. Some projects may require monitoring activities including, but not limited to, habitat, soil, water quality, or wildlife monitoring. Monitoring reports will require data collection, analyses, and a summary of conclusions. Reports may be used as internal documents or be submitted to a federal agency to meet compliance requirements. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.

- C. Cultural Resource Services - Conduct Class I or Class III archeological surveys and documentation of archeological sites, historic buildings/architecture, acequias, and cultural landscapes. Additional documentation may include landscape and viewshed analysis as required by agency needs. Documentation will be submitted to the Agency's Archeologist for review and the Agency's Archeologist will be responsible for submittal to the New Mexico State Historic Preservation Office and government to government consultations. Contractor or approved subcontractor personnel will be considered the Responsible Party for Cultural Resource Investigations and must have the appropriate cultural resource permits from any land managing authority in the state or the ability to obtain necessary permits within 30 days and must be in good standing with the Cultural Properties Review Committee (CPRC). The Contractor must obtain the necessary permits within 30 days of task assignment or forfeit the assignment. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.

The initial term of any contract executed under this RFP shall be one (1) to four (4) years at the discretion of the Agency. In no case will any contract including all amendments thereof, exceed a total of four (4) years in duration from the date of the initial Agreement(s). Workload is dependent on the needs of the Agency. There is no guarantee of work being given to contractor. In accordance with NMSA 1978 13-1-154.

This RFP will result in multiple awards.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The New Mexico Department of Wildlife 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:

Name: Deanza Gallegos, Procurement Manager
Telephone: (505) 531-7272
Email: deanza.gallegos@dfg.nm.gov

1. Any inquiries or requests regarding this procurement must be submitted, in writing, to the Procurement Manager. 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 SPD.
2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **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. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Proposals must be submitted electronically. Refer to section II.B.5 for instructions. Only **electronic** proposal submissions are allowed. **Do not** submit hard copies.

F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“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

§§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“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.
9. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the eProNM system.
11. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
13. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **“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, as explained in Section II.B.8.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“IT”** means Information Technology.

18. **“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 may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
21. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
22. **“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.
23. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
24. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
25. **“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.
26. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. **“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.

29. **“Responsive Offer”** or 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.
30. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into SPD’s eProNM system prior to the submission deadline stated in the RFP.
31. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
32. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. **“State (the State)”** means the State of New Mexico.
35. **“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.
36. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
37. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“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.
39. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. 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 this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://wildlife.dgf.nm.gov/home/contact/procurement/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	January 20, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	February 9, 2026
3. Deadline to submit Written Questions	Potential Offerors	February 16, 2026
4. Response to Written Questions	Procurement Manager	February 20, 2026
5. Submission of Proposal	Potential Offerors	March 9, 2026 5:00pm Mountain Time
6.* Proposal Evaluation	Evaluation Committee	March 13, 2026
7.* Selection of Finalists	Evaluation Committee	March 23, 2026
8.* Best and Final Offers	Finalist Offerors	March 27, 2026
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	April 27, 2026
10.* Contract Awards	Agency/ Finalist Offerors	May 4, 2026
11.* Protest Deadline	SPD	15 Days after the Contract Award

* Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Department of Wildlife on January 20, 2026 as indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the New Mexico Department of Wildlife Buyer at deanza.gallegos@dfg.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned

to the Buyer by 5:00 PM MST/MDT on February 9, 2026 , as date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

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 5:00PM MST/MDT on February 16, 2026 as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. All questions must be submitted to deanza.gallegos@dfg.nm.gov.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to the procurement library.

5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE RFP PROCUREMENT MANAGER NO LATER THAN 5:00 PM MOUNTAIN TIME ON March 9, 2026. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Submission of all proposals must be accomplished via electronic format as follows: **send an email to Procurement Manager notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email the Offeror a secure link to upload the documents. The Offeror shall submit only one electronic copy of each portion of its proposal (Technical and Cost) as outlined below.** The proposals as described shall be submitted as separate electronic files. Proposals submitted by facsimile, mail, or parcel service will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, 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 indicated 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 schedule Section II.A, Sequence of Events or as soon as possible thereafter.

Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience and Section IV.B.2 Organizational References.

8. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Agency and State approval.

10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 pm MST/MDT 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:

Protest Manager: Jeremy Martin

Protest Manager e-mail address: jeremy.martin@dfg.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

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 this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **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, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.a.a.ii, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

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 affected 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 Procurement Manager or contained in this RFP shall 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 Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) 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 Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), 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 Draft 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 Draft 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. 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 §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and 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. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

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.4, 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 the procurement library.

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: <https://bewellnm.com>.
- 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 of 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 Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and Email address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);

3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organization's acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

31. 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.

32. New Mexico/Native American Resident Preferences

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

33. System for Award Management

This RFP could involve Federal Funds, awarded vendor(s) MUST be registered through the Federal, System of Award Management (SAM) before the issuance of the first agency

Purchase Order and will maintain a SAM registration status of ‘active’ throughout the term of the price agreement. If awarded vendor does not maintain a valid SAM registration throughout the term of the contract then the issued contract ‘can’ be terminated.

To register, please visit **SAM.gov**.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY – see section II.B.5

Proposals must be submitted in the manner outlined below. Technical and Cost proposals **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single PDF file for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
 - a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - ii. One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single PDF file for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

For technical support issues contact the procurement manager:

Name: Deanza Gallegos, Procurement Manager

Telephone: (505) 531-7272

Email: deanza.gallegos@dgf.nm.gov

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.5.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline**. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED**.

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

C. PROPOSAL FORMAT

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

1. **Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must 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.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Disclosure Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (except Cost information which shall be included **ONLY in Cost Proposal**)
- H. Organizational Experience (Specification IV.B.1)
 - 1. Experience Narrative
 - 2. State Contracts
 - 3. NEPA Task
 - 4. Natural Resource Task
 - 5. Cultural Resource Task

- I. Offeror's Proposed Personnel Experience and Qualifications
 - 1. Core Team Narrative
 - 2. Organization Chart
 - 3. NEPA Team
 - 4. Natural Resources Team
 - 5. Cultural Resources Team
 - 6. Resumes
 - 7. Copy of Permit with the New Mexico Historic Preservation Division (Specification B.3)
- J. Organizational References (Specification IV.B.2)
- K. System for Award Management (if available, not required unless awarded)
- L. Financial Stability (Specification IV.C.1)
- M. Other Supporting Material (if applicable)

Cost Proposal:

- A. Completed Cost Response Form (APPENDIX 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. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall perform on-call environmental services as described below for individual projects (“Task Orders”) to be identified and assigned by the Agency. Specific deliverables will be identified for each Task Order and shall be delivered to the Agency.

- D. National Environmental Policy Act (NEPA) - Provide support and assist in preparing appropriate NEPA documentation for individual projects as determined by the lead federal agency. The lead federal agency will vary depending on individual projects. NEPA documentation will primarily include, but is not limited to, the preparation of Categorical Exclusions (CE) and Environmental Assessments (EA). Preparation of an Environmental Impact Statement (EIS) may be required by lead agencies for specific projects. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.
- E. Natural Resource Services - Conduct surveys in support of and provide reports for natural resource topics as required for individual projects. Surveys will consist primarily of, but are not limited to, general biological surveys, which may include, but not limited to, bird inventories, botanical inventories, seed collection, habitat evaluations, wildlife surveys, endangered species surveys, forestry surveys, soil and water quality sampling, and wetland identification and delineation. Documentation of biological surveys may consist of a Biological Evaluation (BE), Biological Assessment (BA) and/or technical resource report. These reports may be used in ESA Section 7 consultation, NEPA support, and/or other federal agency requirements and will be determined based on the project need. Documentation of wetland identification and delineation surveys will be used to support US Army Corps of Engineers 404 permitting and 401 certifications. Assist with completing all required applications for Clean Water Act, Endangered Species Act, and NEPA. Some projects may require monitoring activities including but not limited to, habitat, soil, water quality, or wildlife monitoring. Monitoring reports would require data collection, analyses, and a summary of conclusions. Reports may be used as internal documents or be submitted to a federal agency to meet compliance requirements. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.
- F. Cultural Resource Services - Conduct Class I or Class III archeological surveys and documentation of archeological sites, historic buildings/architecture, acequias, and cultural landscapes. Additional documentation may include landscape and viewshed analysis as required by agency needs. Documentation will be submitted to the Agency’s Archeologist for review and the Agency’s Archeologist will be responsible for submittal to New Mexico State Historic Preservation Office and government to government consultations. Contractor or approved subcontractor personnel will be considered the Responsible Party for Cultural Resource Investigations and must have the appropriate cultural resource permits from any land managing authority in the state or the ability to obtain necessary permits within 30 days and must be in good standing with the Cultural Properties Review Committee (CPRC). The Contractor must obtain

the necessary permits within 30 days of task assignment or forfeit the assignment. Project specific scope details and associated costs will be provided when individual projects are assigned by the Agency.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant corporate experience within the last (5) years with state government and private sector that demonstrates a history of providing environmental services, meeting deadlines, and fulfilling regulatory requirements. The experience of all proposed subcontractors must be described. Offerors that propose to use Subcontractors for significant portions of the primary tasks must include the subcontractor's relevant experience. 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 NEPA, Natural and/or Cultural Resource services. All NEPA, Natural and/or Cultural Resource services for similar projects provided to private sector will also be considered.
- b) Offeror shall provide a list, if applicable, of all current contractual relationships with the State of New Mexico or those completed within the previous five-year period. The list should include the contract number, contract term, and procuring State agency for each contract. Offerors that propose to use Subcontractors for significant portions of the primary tasks must include a list of the contracts of Subcontractors as well.
- c) For the NEPA primary task Offerors **must** include a list or summary table of lead Federal Agencies the Offeror or Subcontractor has prepared NEPA documentation for and the level(s) of documentation (CE, EA, and/or EIS) prepared within the last five (5) years.
- d) For the Natural Resources primary task Offerors **must** include a summary table of listed species that occur in the State that the Offeror or Subcontractor is permitted for under Section 10 of the ESA and/or State regulations, if any.
- e) For the Cultural Resources primary task Offerors **must** include a summary table of Agencies and regions Offeror or Subcontractor is permitted for.
- f) The Offeror **must** define its proposed core team of personnel that will be working on projects assigned by the Agency. At a minimum, this core team is to include a Contract Manager, a Principal Investigator or Senior Project Manager responsible for oversight of each of the primary tasks specified in Section IV.A, mid-level resource staff including a NEPA Specialist/Planner, Biologist, and Archeologist and technicians for each primary task. These are minimum requirements for the core team and do not prohibit the Offeror from including additional job classifications for a larger proposed core team.

The Proposal must include a staff qualification narrative summary that briefly describes the individual's proposed job duties, experience and staff qualification of each proposed core team member relevant to any projects of the type, size and scope of this project. All relevant experiences described must clearly identify dates of the proposed team member's participation on the project. The most recent relevant experience for proposed staff members should be with the last two years of the date of this RFP.

- g) Offerors **must** submit a staff organization chart that includes all core proposed staff with the proposal. Offers that propose to use Subcontractors for significant portions of the scope of work must include the core proposed staff from each major Subcontractor in the organization chart. The organization chart must include the title, name and experience category for each proposed individual.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or local government clients within the last five (5) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specification

- a) For the NEPA primary task Offerors **must** include a summary table of lead Federal Agencies the team member has prepared NEPA documentation for and the level(s) of documentation (CE, EA, and/or EIS) prepared in the staff narrative summary for team members identified in the organization chart as NEPA staff.
- b) For the Natural Resources primary task Offerors **must** include the following in the narrative summary for core team members identified in the organization chart as Natural Resource staff:
 1. a summary table of listed species each team member is permitted for under Section 10 of the ESA and state regulations;

- 2. any additional species-specific training and/or certifications relevant to the scope;
- 3. wetland delineation certification and/or training;
- 4. *(optional)* ordinary high water mark delineation certification and/or training.

- c) For the Cultural Resources primary task Offerors **must** include a list of the agencies and regions core team members are permitted for in the narrative summary for team members identified in the organization chart as Cultural Resource Staff.
- d) New Mexico Historic Preservation Division Permit: In order to perform any activities for the Cultural Resources primary task, Offerors and/or approved Subcontractors **must** be in good standing with the CPRC. To verify standing with the CPRC Offerors and/or Subcontractors are **required** to submit a copy of the permit with the New Mexico Historic Preservation Division.
- e) Offerors **must** submit a staff resume for each proposed core team member attached thereto. Offers that propose to use Subcontractors for significant portions of the scope of work must include the core proposed staff from each major Subcontractor in the resume submittal. Resumes with experience narratives attached thereto should thoroughly document the proposed staff member's knowledge and experience, as appropriate. Include copies of appropriate professional certifications if appropriate.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information. Examples of other form of financial stability include; D & B report, profit and loss/balance sheet, and statements for the most recent fiscal year. Offeror may also consider submitting a letter from your CPA indicating how many years that the firm has worked with your company in preparing the company's tax returns/books and to their knowledge the profit and loss/balance sheets are accurate. Also, please make sure to provide a statement on the reason you did not submit an audited financial statement.

2. Letter of Transmittal Form

The Offeror's proposal **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. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror 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). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Offerors shall propose firm, fixed, hourly rates for all staff or staff categories that may be used on projects related to the scope in the form of a rate table or schedule for each Fiscal Year (FY) to be covered by the RFP (FY 27, FY 28, FY 29 and FY 30). The firm, fixed, hourly rates must include fringe benefits (if applicable), overhead costs for Offeror personnel, as well as subcontractor personnel if appropriate. Proposed hourly rates will not include gross receipts tax. Gross receipts tax will be billed as a separate line item, at applicable rates, upon invoicing for services performed.

Rate schedules should also include any equipment rentals or usage fees that will be associated with the scope.

Offerors shall charge the Agency for all indirect costs not associated with hourly rate, including equipment rental and usage, at cost. Offerors shall charge the Agency for all employee related travel and per diem in accordance with NMAC 2.42 (http://www.nmcpr.state.nm.us/nmac/_title02/T02C042.htm).

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.

Table 1: Evaluation Point Summary

Evaluation Factors (Correspond to Sections IV.B and IV.C)	Points Available
Technical Specifications (## Total Points)	750
B. 1. Organizational Experience	
a) Experience Narrative	60
b) State Contracts	20
c) NEPA Task	100
d) Natural Resource Task	100
e) Cultural Resource Task	100
f) Core Team Narrative	40
g) Organization Chart	20
B. 2. Organizational References	30
B. 3. Mandatory Specification	
a) NEPA Staff Qualifications	80
b) Natural Resource Staff Qualifications	80
c) Cultural Resource Staff Qualifications	80
d) Resumes	40
e) New Mexico Historic Preservation Division Permit	Pass/Fail
Business Specifications (## Total Points)	100
C.1. Financial Stability	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.6. Cost	100
TOTAL POINTS AVAILABLE	850

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

- a) Experience Narrative: Up to 60 points will be awarded for inclusion of the narrative as directed, thoroughness of the response and relevance to the scope of work. It is expected that the narrative will be organized by primary tasks so relevant experience for each primary task will be awarded points under the appropriate task sub-category.

- b) State Contracts: Up to 20 points will be awarded for the inclusion of the contract list as directed. If the Offeror has no contracts with the State of New Mexico then a statement providing that information should be inserted in lieu of a list of contracts.
- c) NEPA Task: Up to 100 points will be awarded for relevant NEPA experience listed in the Experience Narrative. Points will be awarded based on the relevance of NEPA projects performed by the Offeror and/or Subcontractor to expected NEPA projects planned by the Agency, experience of the Offeror and/or Subcontractor with the Federal agencies the Agency regularly works with, and inclusion of the summary table or list. The summary table or list for NEPA experience will be evaluated on breadth of experience and applicability to Agency needs. Please note: the NEPA summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.
- d) Natural Resources Task: Up to 100 points will be awarded for relevant Natural Resources experience listed in the Experience narrative. Points will be awarded based on the relevance of Natural Resource projects performed by the Offeror and/or approved Subcontractor to expected Natural Resource needs planned by the Agency and inclusion of the summary table or list of permitted species. The summary table/list will be evaluated on number of species permitted and applicability to Agency needs. Permits will be verified with the USFWS and/or NMDGF if applicable. Please note: the Natural Resources summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.
- e) Cultural Resources Task: Up to 100 points will be awarded for relevant Cultural Resources experience listed in the Experience narrative. Points will be awarded based on the relevance of Cultural Resource projects performed by the Offeror and/or Subcontractor to expected Cultural Resource needs planned by the Agency and inclusion of the summary table of Agencies and regions the Offeror is permitted for. The summary table will be evaluated on the number agencies and geographic areas for which the Offeror and/or Subcontractor is eligible for permits and applicability to Agency needs. Current permits will be verified with the appropriate Agencies if applicable. Please note: the Cultural Resources summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.
- f) Core Team Narrative: Up to 40 points will be awarded for inclusion of the narrative as directed and identifying the minimum required Core Team, including Subcontractors if applicable. It is anticipated that the narrative for each proposed Core Team member will be no more than a paragraph and will be organized by primary tasks. Relevant staff qualifications for each primary task will be awarded points under the appropriate task sub-category.
- g) Organizational Chart: Up to 20 points will be awarded for the inclusion of the Organizational Chart as directed. The Organizational Chart must include all Core Team members identified in the Narrative and be organized by Primary Task.

2. B.2 Organizational References (See Table 1)

Up to 30 points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications

The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

- a) NEPA Staff Qualifications: Up to 80 points will be awarded for relevant NEPA staff qualifications listed in the Staff Qualifications Narrative. Points will be awarded based on the relevance of NEPA experience and qualifications of proposed NEPA Core Team Staff and inclusion of the summary table or list. The summary table or list for NEPA experience for NEPA will be evaluated on breadth of experience and applicability to Agency needs. Please note: the NEPA summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.
- b) Natural Resources Staff Qualifications: Up to 80 points will be awarded for relevant Natural Resources staff qualifications listed in the Staff Qualifications Narrative. Points will be awarded based on the relevance of Natural Resource experience and qualifications of the Core Team to expected Natural Resource needs planned by the Agency, breadth of experience and qualifications of the Core Team, and inclusion of the summary table or list of permitted species for each Core Team Member. The summary table/list will be evaluated on number of species permitted, additional certifications listed (e.g. wetlands) and applicability to Agency needs. Permits will be verified with the USFWS and/or NMDGF if applicable. Please note: the Natural Resource summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.
- c) Cultural Resources Staff Qualifications: Up to 80 points will be awarded for relevant Cultural Resources staff qualifications listed in the Staff Qualification Narrative. Points will be awarded based on the relevance of Cultural Resource experience and

qualifications of the Core Team to expected Cultural Resource needs planned by the Agency, breadth of experience and qualifications of the Core Team, and inclusion of the summary table of Agencies and regions each Core Team member is permitted for. The summary table will be evaluated on the number agencies and geographic areas for which Core Team Members are eligible for permits and applicability to Agency needs. Current permits will be verified with the appropriate Agencies if applicable. Please note: the Cultural Resource summary tables from Specifications B.1 and B.3 may be combined if appropriate but should be referenced in both sections of the proposal.

- d) Resumes: Up to 40 points will be awarded for inclusion of the Resumes of all Core Team Members. Resumes will be used to supplement and/or verify information included in the Narrative summary as necessary by the evaluation committee.
- e) Copy of Permit with New Mexico Historic Preservation Division
Pass/Fail only. No points assigned.

4. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{This Offeror's Cost}} \times 100$$

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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with

§13-1-117 NMSA 1978, 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). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A:

REQUEST FOR PROPOSAL

ENVIRONMENTAL SERVICES

RFP# 26-516-1201-00001

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than February 9, 2026. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Deanza Gallegos

E-mail: deanza.gallegos@dfg.nm.gov

Subject Line: Environmental Services RFP# 26-516-1201-00001

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

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

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

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

--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: DRAFT CONTRACT

STATE OF NEW MEXICO

DEPARTMENT OF GAME AND FISH PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the **STATE OF NEW MEXICO, DEPARTMENT OF GAME AND FISH**, 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 General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. 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 A 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 (30) 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.

(—OR—)

(CHOICE – MULTI-YEAR)

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

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

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. 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 A 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 (30) 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 GSD/SPD Contracts Review Bureau. This Agreement shall terminate **one year from the effective date** (--- OR ---) 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's 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 be effective only (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 by the Agency 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 RELATED TO 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 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

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 and agrees 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 with the same formality as this agreement.

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 six (6) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. In the event the Agency is presented with a request under the Inspection of Public Records Act (IPRA) NMSA 1978 §§ 14-2-1 et seq., the contractor agrees to cooperate with the Agency and provide all records possessed, or accessible, by the Contractor that the Agency may request for the Agency to satisfy the IPRA request. 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.

22. 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.

23. 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.

24. Notices and Time Calculation.

References to time (number of days) shall be in calendar days unless otherwise specified. When calculating the end date, the first day will not be counted and the last day will. If the last day falls on a Saturday, Sunday or legal New Mexico State holiday then the last day will be the first following non-Saturday, Sunday or legal New Mexico State holiday. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

25. 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.

26. Lower Tier Certification

By signing this contract, the contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior

(Form D1-1954-9/88) and certify to the following: (1) Neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

27. Compliance with Federal Grant Conditions if utilizing federal funds

This agreement shall be carried out in compliance with policies and procedures of the Federal Aid in Fish and Wildlife Restoration Act. Awarded contractor(s) must be registered under the Federal System of Award Management (SAMS) with an 'ACTIVE' status at the time of the award, and maintain a status of 'ACTIVE' throughout the term of the contract.

<https://sam.gov/content/home>

28. Agency Name Change.

Pursuant to New Mexico Senate Bill 5, 57th Legislature, First Regular Session (N.M. 2025), effective July 1, 2026, the New Mexico Department of Game and Fish will be renamed the New Mexico Department of Wildlife. All references herein to the New Mexico Department of Game and Fish (NMDGF) shall refer to the New Mexico Department of Wildlife (NMDOW) after July 1, 2026, without modification or amendment of this contract.

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

Offerors must fill out this form and submit with the proposal. Offerors are encouraged to submit discounted pricing.

Service Category (position)	Hourly Rate
Contract Manager	\$ _____
Principal Investigator or Senior Project Manager	\$ _____
NEPA Planner	\$ _____
Biologist	\$ _____
Archaeologist	\$ _____
Technician	\$ _____

The Agency will average the price for each service category to award points. The following formula will determine points awarded:

$$\frac{\text{Lowest Median Hourly Rate of Offerers}}{\text{This Offeror's Cost Lowest Median Hourly Rate}} \times 100 = \text{Points}$$

Reimbursement of Indirect Costs and Travel

- Offerors shall charge Agency for all employee related travel and per diem in accordance with NMAC 2.42 (http://www.nmcpr.state.nm.us/nmac/_title02/T02C042.htm)
- Offerors shall provide Agency a rate schedule for all items in which the Agency may be invoiced for. All rates in future contracts must be listed in the rate schedule.

APPENDIX E: LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 26-516-1201-00001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.

Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.

Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____
(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F: ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Deanza Gallegos, deanza.gallegos@dgf.nm.gov by 5:00 PM MST/MDT on March 9, 2026 for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 26-516-1201-00001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Department of Wildlife via e-mail to:

Name: Deanza Gallegos
Email: deanza.gallegos@dgf.nm.gov

Forms must be submitted no later than 5:00 PM MST/MDT on March 9, 2026, and must not be returned to the organization requesting the reference. References are strongly encouraged to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Deanza Gallegos at deanza.gallegos@dgf.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)	Environmental Services

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?
2. How would you describe [Offeror name]'s knowledge and expertise?
3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?
4. How satisfied are you with the materials/documentation produced by [Offeror name]?
5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.
7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.
8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding [Offeror name]?