

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

Laboratory Analytical Testing Services



RFP# 26-667-3400-27801

RFP Release Date: March 25, 2026

Proposal Due Date: April 29, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

I. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	5
B. BACKGROUND INFORMATION	5
C. SCOPE OF PROCUREMENT	5
D. PROCUREMENT MANAGER.....	5
E. PROPOSAL SUBMISSION	6
F. DEFINITION OF TERMINOLOGY.....	6
G. PROCUREMENT LIBRARY	12
II. CONDITIONS GOVERNING THE PROCUREMENT	12
A. SEQUENCE OF EVENTS	12
B. EXPLANATION OF EVENTS	13
1. Issue RFP.....	13
2. Acknowledgement of Receipt Form.....	13
3. Deadline to Submit Written Questions	13
4. Response to Written Questions	14
5. Deadline for Receipt of Organizational References	14
6. Submission of Proposal.....	14
7. Proposal Evaluation	15
8. Finalize Contractual Agreements.....	15
9. Contract Awards	15
10. Protest Deadline.....	15
C. GENERAL REQUIREMENTS.....	16
1. Acceptance of Conditions Governing the Procurement	16
2. Incurring Cost.....	16
3. Prime Contractor Responsibility	16
4. Subcontractors/Consent	16
5. Amended Proposals	16
6. Offeror’s Rights to Withdraw Proposal.....	16
7. Proposal Offer Firm.....	17
8. Disclosure of Proposal Contents	17
9. No Obligation.....	17
10. Termination.....	17
11. Sufficient Appropriation.....	18
12. Legal Review	18
13. Governing Law	18
14. Basis for Proposal.....	18
15. Contract Terms and Conditions.....	18
16. Offeror’s Terms and Conditions	19
17. Contract Deviations	19
18. Offeror Qualifications	19
19. Right to Waive Minor Irregularities	19
20. Change in Contractor Representatives	19
21. Notice of Penalties	20
22. Agency Rights.....	20
23. Right to Publish.....	20
24. Ownership of Proposals	20
25. Confidentiality.....	20
26. Electronic mail address required.....	20
27. Use of Electronic Versions of this RFP	20

28.	<i>New Mexico Employees Health Coverage</i>	21
29.	<i>Campaign Contribution Disclosure Form</i>	21
30.	<i>Letter of Transmittal</i>	21
31.	<i>Disclosure Regarding Responsibility</i>	22
III. RESPONSE FORMAT AND ORGANIZATION		24
A.	NUMBER OF RESPONSES	24
B.	ELECTRONIC SUBMISSION	24
C.	PROPOSAL CONTENT AND ORGANIZATION.....	26
IV. SPECIFICATIONS.....		27
A.	DETAILED SCOPE OF WORK	27
1.	<i>Offerer(s) Requirements</i>	27
2.	<i>Offerer(s)-provided Equipment and Services</i>	27
3.	<i>Offerer(s) Handling and Documentation of Samples</i>	28
4.	<i>Invoicing Documents and Information</i>	28
5.	<i>Escalation/Reduction Clause</i>	29
6.	<i>Agency Responsibilities</i>	30
B.	TECHNICAL SPECIFICATIONS	32
1.	<i>Offerer(s)-provided Analyses</i>	32
2.	<i>Offerer(s)-Provided Technical Services</i>	32
3.	<i>Offerer(s)-Provided Output (Reports and Electronic Data Deliverables (EDDs))</i>	33
4.	<i>Quality Level III Report Required Elements</i>	33
5.	<i>EDD Required Elements</i>	35
6.	<i>Organizational Experience (Max 5 Pages)</i>	38
7.	<i>Organizational References</i>	38
8.	<i>Mandatory Specification</i>	39
	<i>Table 2. Requested LICs for Level III Report and 49-ColumnEDD</i>	41
C.	BUSINESS SPECIFICATIONS	42
1.	<i>Letter of Transmittal Form</i>	42
2.	<i>Campaign Contribution Disclosure Form</i>	43
3.	<i>Cost</i>	43
V. EVALUATION.....		44
A.	EVALUATION POINT SUMMARY	44
B.	EVALUATION FACTORS	44
1.	<i>B.1 Organizational Experience (150 Total Points)</i>	44
2.	<i>B.2 Organizational References (100 Total Points)</i>	45
3.	<i>B.3 Mandatory Specification (350 Total Points)</i>	45
4.	<i>Desirable Specifications (100 Total Points)</i>	46
5.	<i>C.1 Letter of Transmittal (See Table 1)</i>	47
6.	<i>C.2 Campaign Contribution Disclosure Form (See Table 1)</i>	47
7.	<i>C.3 Cost (See Table 1) (300 Total Points)</i>	47
C.	EVALUATION PROCESS	48
APPENDIX A		49
APPENDIX B		50
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		50
APPENDIX B		51
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		51
APPENDIX C		54

APPENDIX D.....	63
COST RESPONSE FORM	63
ATTACHMENT 1 INSTRUCTIONS.....	63
APPENDIX E	68
LETTER OF TRANSMITTAL FORM	68
APPENDIX F	69
ORGANIZATIONAL REFERENCE QUESTIONNAIRE	69

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 laboratory analytical testing services to support New Mexico Environment Department (NMED) Bureaus and which will include physical, microbiological, chemical and radiological analyses of air (canister, filter, or silica gel); sludge, soil/sediment (solid-phase); water (aqueous-phase), vegetation, and biological tissue samples.

B. BACKGROUND INFORMATION

In order to support NMED's mission to regulate or monitor the status of environmental resources and to protect human health, aquatic life, and wildlife in the State of New Mexico, the State relies on analytical laboratory services to produce defensible data for decisions. The analytical needs of NMED are complex and rarely satisfied by a single analytical laboratory. This RFP seeks to solicit multiple qualified laboratory proposals for laboratory analysis of environmental samples related to physical, microbiological, chemical, and radiological analyses of air, soil/sediment, water, vegetation, and biological tissue samples.

C. SCOPE OF PROCUREMENT

Analytical laboratory services requested will be in support of NMED Bureaus including Department of Energy (DOE)-related monitoring programs and non-DOE-related programs. The term of the analytical laboratory testing services shall be for four (4) years from the date of award with the option to extend for a period of two (2) additional years by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms, and conditions.

This RFP may result in multiple awards. This procurement will result in a Statewide Price Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law

D. PROCUREMENT MANAGER

The New Mexico Environment Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Charlette Probst, Procurement Manager
Telephone: (505) 500-9779
Email: charlette.probst2@gsd.nm.gov

1. **Any inquiries or requests** regarding this procurement should 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 New Mexico Environment Department.
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.
3. Offerors may download a copy of the RFP from NMED's Bonfire Procurement portal at:

<https://env-nm.bonfirehub.com/projects>

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via NMED's Bonfire Procurement Portal as indicated above. Only electronic submittals in the NMED Bonfire Procurement Portal will be accepted for this RFP.

F. DEFINITION OF TERMINOLOGY

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

1. "**A2LA**" means American Association of Laboratory Accreditation.
2. "**Agency**" means the New Mexico Environment Department.
3. "**Agreement**" means the legally binding contract formed upon Award between the State of New Mexico and a vendor.
4. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.
5. "**Award**" means the final execution of the contract document.
6. "**Biological Samples**" means samples of fish, vegetation, produce, insects, and animal tissue, bones, and organs.
7. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

8. “**CFR**” means Code of Federal Regulations.
9. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
10. “**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.
11. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
12. “**Contractor**” means any business having a contract with a state agency or local public body.
13. “**Contract Required Detection Limits (CRDLs)**” means analyte specific minimum performance standards for MDLs, MDAs, and MDCs.
14. “**Department**” means the New Mexico Environment Department (NMED).
15. “**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.
16. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
17. “**DOD ELAP**” means Department of Defense Environmental Laboratory Accreditation Program.
18. “**DOE CAP**” means Department of Energy Consolidated Audit Program.
19. “**Electronic Data Deliverable (EDD)**” means data that is delivered in electronic form, for example, but not limited to an electronic spreadsheet, text format file sent by e-mail or received as a downloadable link.
20. “**Environmental Information Management (EIM)**” is the backend framework that manages uploads, validation, and structure of environmental data for Los Alamos National Labs, New Mexico Environment Department and other entities prior to being publicly accessible through the IntellusNM online database.

21. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the NMED Bonfire Procurement Hub.
22. **“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.
23. **“EML HASL 300”** means Environmental Measurements - Laboratory Health and Safety Laboratory Radioassay Methods.
24. **“EPA”** means U.S. Environmental Protection Agency.
25. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
26. **“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.
27. **“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.
28. **“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.
29. **“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.
30. **“IT”** means Information Technology.
31. **“Laboratory Detection Limit (LDL)”** means the minimum concentration of an analyte that can be measured and reported with a high degree of confidence that the analyte is present at or above that concentration. For the purposes of this contract and any resulting agreements, the LDL is equal to the practical quantitation limit (PQL) or reporting limit (RL).
32. **“Line-Item Code (LIC)”** means the specific 3 or 4 digit number assigned to each unique analysis and analytical method(s) row identified in Attachment 1 – Sheet 1 (Fee Schedule and CRDL Catalogue Requirements)
33. **“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.

34. “**Minimum**” - means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.
35. “**Minimum Detectable Activity/Concentration (MDA/MDC)**” is the lowest net concentration, in counts, reported as an activity with 95% confidence that radioactive material is present.
36. “**Method Detection Limit (MDL)**” means the minimum concentration of an analyte that can be distinguished from a blank with a 99% confidence that the analytical concentration is greater than zero; the lowest concentration which an analyte can be detected in a sample that does not cause matrix interferences (typically determined by using spiked reagent water). This measurement is laboratory specific and usually dependent on the instrumentation used by a particular laboratory and the skill of the technician using it. This number can change.
37. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
38. “**NELAC**” means National Environmental Laboratory Accreditation Conference.
39. “**NELAP**” means National Environmental Laboratory Accreditation Program.
40. “**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.
41. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
42. “**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 that issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
43. “**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.
44. “**Procurement Portal**” means the URL where proposals must be submitted: <https://env-nm.bonfirehub.com/projects>
45. “**Procurement Process**” means the RFP process prior to selecting an Offeror or Offerors.
46. “**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.

47. “**Project Manager**” mean the individual designated by the state purchasing agent or a central purchasing office to manage the procurement and oversee the contract for the procuring agency.
48. “**Purchase Order**” means a document which directs a laboratory to deliver services pursuant to an existing agreement.
49. “**Practical Quantification Limit (PQL)**” means practical quantification limit which for the purposes of this contract is equivalent to lab detection limit or lab reporting limit.
50. “**Quality Assurance (QA)**” is a laboratory’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.
51. “**Quality Assurance Manual (QAM)**” means a laboratory-specific document that describes the technical policies, procedures, quality control practices, and corrective action processes used to ensure the generation and reporting of scientifically valid, defensible analytical data in accordance with applicable regulatory, accreditation, and contractual requirements.
52. “**Quality Control (QC)**” means a formal enhanced integrity of data processing by the Laboratory, thereby reducing turnaround time to the NMED and ultimately improving the quality of the final product with due confirmation/calibration tests and site verification and technical activities that measures the attributes and performance of the process in sufficiently high quality.
53. “**Quality Management Plan (QMP)**” is formal, organization-level document that defines the Offeror’s quality policy, governance structure, lines of authority, and overall system for planning, implementing, assessing, and continuously improving quality.
54. “**Quality System Manual (QSM)**” is a document that defines the laboratory’s technical policies, procedures, and controls used to ensure the accuracy, reliability, and defensibility of analytical data
55. “**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.
56. “**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.

57. “**RPD**” means relative percent difference
58. “**Reporting Limit (RL)**” means the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with a reasonable degree of accuracy and precision. For the purposes of this contract and any resulting agreements, the RL is equal to the LDL and PQL.
59. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
60. “**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.
61. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
62. “**Sample**” Media to be tested or analyzed that is submitted by NMED to a qualified lab. A sample will be considered any singular container or separately packaged media that is submitted for one or more analytical services.
63. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Procurement Portal prior to the submission deadline stated in the RFP.
64. “**Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
65. “**Special Analytical Services**” Special analytical services include non-typical services necessary for analysis (e.g., analysis of mixed waste samples, preparation of biota samples, special handling of air canister etc.) that may incur additional costs. All special analytic services are on a case by case basis and require prior approval by NMED.
66. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
67. “**State (the State)**” means the State of New Mexico.
68. “**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.

69. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
70. **“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.)
71. **“Unredacted”** means a version/copy of the proposal containing all complete information, including any that the Offeror would otherwise consider confidential. Such copy is for use only for the purposes of evaluation.
72. **“Upgraded Analysis”** means any modification or replacement made to an analytical method that improves the ability of the method to detect and quantify a target analyte.
73. **“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:

RFP, Questions & Answers, RFP Amendments, etc.

<https://env-nm.bonfirehub.com/projects>

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	Agency	March 25, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	April 1, 2026

4. Deadline to submit Written Questions	Potential Offerors	April 8, 2026
5. Response to Written Questions	Procurement Manager	April 20, 2026
6. Deadline for submittal of Offeror Reference Questionnaires	Potential Offeror References	April 29, 2026
7. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>April 29, 2026 by 5PM</i>
8.* Proposal Evaluation	Evaluation Committee	May 1 – May 20, 2026
9.* Best and Final Offers	Agency	May 22, 2026
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	June 12, 2026
12.* Contract Awards	Agency/ Finalist Offerors	June 26, 2026
13.* Protest Deadline	Agency	+ 15 days from notice of award

*Dates indicated in Events 7 through 13 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 Environment Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

The Acknowledgement of Receipt Form is located in APPENDIX A. The form must be returned to the Procurement Manager via the Procurement Portal by 5:00 pm MST/MDT on by the 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 register on the NMED Bonfire Procurement Portal WILL prohibit potential Offerors from submitting a response to this 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 5:00 pm MST/MDT 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 that form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be posted via the Procurement Portal, 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).

The Questions and Answers will be posted to:

<https://env-nm.bonfirehub.com/projects>

5. Deadline for Receipt of Organizational References

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the three (3) business references it lists in the proposal. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A.5, Deadline to Submit Organizational References, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. See Section IV.B.1, Organizational References, for additional information.

6. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the Procurement Portal by the deadline set forth in this RFP. The Procurement Portal will automatically cease uploading data at the date and time of the deadline. 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 via the Procurement Portal by the deadline will be deemed late. Further, a submission that is not fully complete and received via the Procurement Portal 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 PROPOSAL CAN 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.

7. 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.

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 that 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 Department 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 directed to:

Tatiana Engelmann, Assistant General Counsel
New Mexico Environment Department
1190 S. St. Frances Drive

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 that 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 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 deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **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 eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

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 the following:***
 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.2.a, 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 that 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 RFP Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. 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 as defined in Section F.24), 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 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, 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.

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.5, 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: <https://env-nm.bonfirehub.com/> .

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 a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

The Letter of Transmittal Form must 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 E-mail 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 a signed Letter of Transmittal Form (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 meets any of the following criteria:
 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. The taxpayer, 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. Furthermore, 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.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA THE PROCUREMENT PORTAL IS PERMITTED <https://env-nm.bonfirehub.com/projects>

For proposals submitted through NMED's electronic procurement system, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal 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.

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

1. Electronic Submission Requirements

- a. **Register in the Procurement Portal well in advance of the submission deadline** - In order to submit a response to this RFP, Offeror must be fully registered in the Procurement Portal. *It is the Offeror's responsibility to ensure the registration process is completed in enough time to upload its proposal documents by the deadline set forth in this RFP.* The registration page for the Procurement Portal may be accessed via the following link: <https://env-nm.bonfirehub.com/projects>
- b. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3 and organized in accordance with Section III.C. Technical and Cost portions of Offeror's proposal must be submitted as **separate uploads** and must be prominently identified as "Technical Proposal" or "Cost Proposal" on the front page of each upload.
- c. **Complete proposal upload prior to submission deadline** - *It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Procurement Portal by the deadline set forth in this RFP. The Procurement Portal will automatically cease uploading data at the date and time of the deadline. 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, via the Procurement Portal by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Procurement Portal 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.***

- d. **Upload a single Pass/Fail Requirements File, a single Technical Proposal file, and a single Cost file, unless a document exceeds 50MB** - The Offeror needs only submit one single electronic copy of each portion of its proposal (one Pass/Fail, one Technical Proposal, and one Cost) as outlined in Sections III.B.2 and III.B.3. *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.***
 - e. **DO NOT upload .zip files** - In accordance with the State of New Mexico’s Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section III.B.1.d, above, for requirements for uploading large files.
 - f. **DO NOT password-protect proposal documents** – The Procurement Portal is secure and accessible only to NMED personnel through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section III.B.2.a.
 - g. **Procurement Portal Technical Support**
For assistance with completing the registration process, uploading a proposal, or other technical support issues, please contact Bonfire Help at Support@gobonfire.com .
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1, Proposal Format**. All information for the Technical Proposal must be combined into a single file/document 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 Proposal 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.2, above, as an **unredacted** (def. Section I.F.50) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.35) ELECTRONIC version 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.

3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document 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.*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

File #1 - Pass/Fail Requirements

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror’s Additional Terms and Conditions (from Section II.C.16)

File #2 - Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal)

Limited to 45 pages, Font type “Times New Roman,” Font size “12.”

- a. Organizational Experience
- b. Organizational References
- c. Mandatory Specification
- d. Desirable Specification

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.**

File #3 -Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Offerer(s) shall provide analytical laboratory services as requested by the New Mexico Environment Department, hereinafter referred to as NMED. Analytical services will include the analysis of physical, microbiological, chemical and radiological analyses of air (canister, filter, or silica gel); sludge, soil/sediment (solid-phase); water (aqueous-phase), vegetation, and biological tissue samples.

The scope of work shall consist of analyzing environmental samples in accordance with approved U.S. EPA, methods identified in 40 CFR 136.3 “Identification of Test Procedures” Tables IA – IH, EPA’s SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, or EML HASL-300 Methods, or alternative EPA methods which include specific EPA method detection limits. Equivalent methods of analysis approved by the EPA may be utilized when authorized in advance by NMED.

1. Offerer(s) Requirements

- a. The Offerer(s), at a minimum, must be able to provide the products and/or services identified within the scope of work of this request for proposals.
- b. The Offerer(s) must be able to receive and process samples during normal working hours (8:00a.m. – 5:00p.m. Local Time) - Monday through Friday. Normal working hours means a reasonable time limit that allows for processing contractual obligations on the day of receipt order without cause or incurrence of overtime expenses.

2. Offerer(s)-provided Equipment and Services

- a. The Offerer(s) shall provide, at no cost, NMED with ice chests, sample containers (including blind duplicates, as requested with appropriate preservatives) shipped free of charge, laboratory chain-of-custody forms and chain-of-custody seals upon request, and field blanks within seven (7) working days of email or phone notification.
- b. The Offerer(s) shall supply sample containers to NMED which conform to container and preservation requirements in 40 CFR 136.3 Table II or by the appropriate EPA method or approved equivalent method.

- c. The Offerer(s) shall provide media and method specific guidance regarding sample containers, preservation, and hold times for aqueous, solid, biological, and air samples when such information is not publicly accessible. These services must be provided at no additional cost.
- d. The Offerer(s) shall, pursuant to the definition of sample, also bear all shipping costs of seven (7) or more samples. The Offerer(s) shall also be responsible for shipping client samples to their subcontractor, if using a subcontractor, or coordinate direct shipping to subcontractor from NMED at no additional cost, providing that the minimum sample number is achieved.
- e. Offerer(s) will provide NMED with either shipping account information, preprinted labels, or pickup service for samples meeting free shipping criteria. Samples will be shipped to the offerer(s), or offeror(s) subcontracted laboratory, as mutually agreed between NMED and offerer(s), unless the offerer(s) specifies its own local pick-up or local drop-off service.
- f. Any work requested by NMED through submission of a Chain of Custody (CoC) form will become part of the resulting Agreement if awarded. In the event of any conflict, the awarded Agreement takes precedence.

3. Offerer(s) Handling and Documentation of Samples

All samples submitted for analysis to the offerer(s) shall be accepted and documented in accordance with generally accepted chain-of-custody procedures. The Offerer(s) shall generate a signed sample CoC form for samples received which must indicate time of receipt, temperature of samples upon receipt, and preservation if relevant. The date on which samples are received by the laboratory shall be the date used to determine the relevant turnaround time. If samples are being shipped to a subcontracted lab for analysis, the initial date of receipt by the contracted laboratory shall be used for determining turnaround time.

Offerer(s) shall contact the submitter immediately, before analysis, if issues related to sample receipt are found such as sample integrity (broken, leaking, or missing samples) or issues related to preservation, volume, or container(s). NMED, together with offerer(s), will assess issues and determine next steps related to continued analysis.

4. Invoicing Documents and Information

Upon completion of the deliverables as set forth in the scope of work, the Offerer(s) must submit a detailed statement accounting for all services performed. Invoices submitted by the offeror(s) must include line-item codes (LICs) that correspond to the offeror(s)' fixed-price schedule and the NMED Chain of Custody (CoC) submitted for analysis. NMED shall be responsible for completing the (CoC) form completely, including specific Bureau

contact and billing information. The Offerer(s) shall not accept (CoC) forms that are missing analytical method LICs, offerer(s) prices, invoice date, and submitted NMED Bureau contact information. Invoices must contain a reference to the original unique CoC ID, as submitted by NMED.

Sample results shall be reported to the appropriate NMED Bureau at the address shown on the CoC form within the normal thirty (30) day turnaround time for normal status samples, or within the priority turnaround time as specified on the CoC form. If analysis delays are known or anticipated to exceed the thirty-calendar-day turnaround time, the offerer(s) must communicate such delays to NMED. NMED must approve any delay in advance of analysis. Surcharges for priority samples are to be entered by offeror(s) in Attachment 1-Sheet 1 (Fee Schedule and CRDL Catalogue Requirements). Cost for normal sample results that aren't received by NMED within a thirty-calendar-day turnaround time are eligible for a reduction rate of 10% of the standard rate of the overdue analyses and for each additional work week up to 50% of the total cost of the analyses. Cost for priority turnaround time shall be reduced to the standard rate if the analysis is not reported within the specified timeframe. Samples received with 40% of the stated hold time remaining but not analyzed within the required holding time shall not be billed for payment to NMED, unless specifically approved in advance by submitting Bureau.

5. Escalation/Reduction Clause

Offeror(s) shall keep the pricing fixed for one year of this Agreement. In the event of demonstrable increases in analytical costs, the Offeror(s) may submit an escalation request directly to the New Mexico State Purchasing Division (SPD) for review. Such requests must provide substantiating evidence supporting an escalation by line item based on demonstrable market changes impacting the cost of products. The State Purchasing Division (SPD) may adjust pricing no more than once through an amendment to the Agreement at the time of Agreement renewal. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Price escalation requests must be made for individual line item costs and not for all line item costs within the offerer(s) fee schedule. Line item price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Offeror(s) than at the beginning of the initial term of this Agreement.

Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Line item price decreases shall apply in the same manner. If offeror(s)'s prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the offeror(s). Effective dates for any increases or decreases in line item costs will not be any sooner than fifteen (15) days from the date the written request is

received and approved by SPD, nor will it apply to orders already received by the offerer(s).

6. Agency Responsibilities

Agency Acceptance: In accordance with section 13-1-158 NMSA 1978, the project manager(s) shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable has been reviewed by submitting NMED Bureau, responsible for the sample results, has accepted the deliverable in writing. The NMED Bureau will assess the quality assurance level of the deliverable and determine, at a minimum, that the deliverable:

- a. Complies with the deliverable requirements as defined in the scope of work;
- b. Complies with the terms and conditions of the price agreement;
- c. Meets the performance measures for the deliverable and this agreement; and
- d. Meets the performance measures for the deliverable and the agreement.

If the deliverable is determined to meet the contractual elements related to reports and EDDs, passes internal data assessment and quality review, and invoice requirements, the NMED Bureau will certify that deliverables are acceptable. Upon certification by NMED Bureau that the services have been received and accepted, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

Agency Rejection: Unless NMED Bureau gives notice of rejection within the thirty (30) business-day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable per contractual requirements or data assessment verification and validation (V&V), the NMED Bureau will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date the NMED Bureau receives the deliverable and accompanying payment invoice. Upon rejection and receipt of comments, the Offerer(s) will have fifteen (15) business days to resubmit the deliverable to the NMED Bureau with all appropriate corrections or modifications made. The Offerer(s) shall issue a revised invoice with current date along with revised deliverables.

The NMED Bureau will again determine whether the deliverable is acceptable and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable under and thus rejected, the Offerer(s) will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the NMED Bureau. The Offerer(s) shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. In the event that a deliverable must be

resubmitted more than twice for acceptance, the Offerer(s) shall be deemed as in breach of this agreement. NMED may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, NMED may terminate this agreement.

Default: The Offerer(s) is in apparent default of the contract if the Offerer(s) fails to begin the work under the contract within the time specified, or;

- a. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or;
- b. Performs the work unsuitably or neglects or refuses testing materials or to perform any new such work as may be rejected as unacceptable and unsuitable, or;
- c. Discontinues the prosecution of the work without due diligence, or;
- d. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- e. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency.

Upon the default of the Offerer(s), NMED may undertake to complete the work with its own forces or may procure a competing Offerer(s) to finish the work. All costs and charges thereby incurred by NMED, together with the cost of completing the work under Agreement, will be deducted from funds which are due or may become due to the defaulting Offerer(s).

Agency Payment: NMED shall pay the Offerer(s) for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

Payment will be made for the work actually performed. The quantities, conditions, and specifications set out in the Agreement are inseparable and indivisible, any offeror(s), by submitting a proposal, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Agreement and all other documents required to be submitted shall be returned by the offerer(s) in their proposal package. Failure to do so or any attempt to vary or change the terms and conditions or failure to meet or exceed the specifications set forth in this RFP shall constitute grounds for rejection of that entire proposal.

B. TECHNICAL SPECIFICATIONS

1. Offerer(s)-provided Analyses

Upon request by NMED, the Offerer(s) shall perform physical, chemical, radiological, and microbiological analyses on air (filter or canister), solid (e.g., soil, sludge, sediment), water, vegetation, and biological tissue samples. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades or replacements to methods and procedures that improve the ability to detect or quantify individual analytes or ranges of analytes. Additions, modifications, or deletions of analytical methods, specific analytes, or subcontract laboratory identified at time of award are subject to approval by NMED.

Offerer(s) laboratory shall use EPA-promulgated extraction and analytical methods appropriate for each analyte and medium sampled, as applicable. Methods identified in 40 CFR 136.3 "Identification of Test Procedures" shall be considered defensible if analyzing laboratory is currently accredited in the method. These include, but are not limited to, methods identified in Tables IA – IH. Contractors shall follow all applicable hold times, container, and preservation requirements established in 40 CFR 136.3 Table II. Where applicable, EPA's SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods or Health and Safety Lab (HASL 300) Methods, shall be used. If some analyses are to be completed by a sub-contractor laboratory, the Contractor shall be held to the same requirements.

The Offerer(s) shall analyze all samples received within the hold times identified in 40 CFR 136.3 Table II or when not listed, by the appropriate EPA method or equivalent approved method as identified in 40 CFR 136.3 "Identification of Test Procedures" Tables IA – IH, EPA's SW-846. Samples received with 40% or more of the hold time remaining but not analyzed within the required holding time shall not be billed for payment to the NMED, unless specifically requested by NMED. Upon completion of analyses, the Offerer(s) shall be responsible for the disposal of all samples but shall not dispose of the submitted samples for at least thirty (30) days after delivery of the sample results packets unless otherwise specified by NMED.

2. Offerer(s)-Provided Technical Services

The Offerer(s) shall indicate the volume, mass, or quantity needed to perform requested analysis and all related laboratory quality control under a contractually defined Level III deliverable. The offeror(s) shall provide media and method specific guidance regarding sample containers, preservation, and hold times for aqueous, solid, biological, and air samples when such information is not publicly accessible, not defined in method, or defined by EPA. These services must be provided at no additional cost.

The Offerer(s) shall make available its premises at mutually agreed times for inspection by NMED personnel or designated third parties for the purpose of quality assurance assessment or audit.

Upon request by NMED, the Offerer(s) shall make available to NMED the laboratory personnel who perform analyses for the purpose of providing oral or written testimony in administrative or legal proceedings at no additional cost.

3. Offerer(s)-Provided Output (Reports and Electronic Data Deliverables (EDDs))

The Offerer(s) shall provide complete data packages, at no additional cost, to the NMED Bureau contact specified in the Chain-of-Custody (CoC) form as soon as practicable after analyses are completed, but no later than thirty (30) days after sample receipt, unless a delivery delay is requested by the Offerer(s) and approved by NMED Bureau in writing. Offerer(s) must be capable of reporting data electronically in the format specified by NMED Bureau in the CoC and consistent with the three formats identified in Section B.5, at no additional cost. Offerer(s) shall maintain NMED data in a searchable and retrievable electronic format for a minimum of five (5) years after generation.

Offerer(s) must be able to transmit reports electronically, and all analytical processes shall be clearly documented and readily retrievable for inspection. Data reports and packages must be organized to support independent third-party validation and shall include all samples submitted to the Offerer(s) or subcontracted laboratories, with sufficient documentation to reconstruct the analytical sequence.

Offerer(s) shall provide analytical results in both letter and table format, including Level III quality control deliverables (unless otherwise specified), at no additional cost. Level IV quality control deliverables shall be provided only when specifically requested by NMED and at additional cost as defined by the offerer(s) in the resulting Agreement fee schedule.

At a minimum, QC Level III report packages and Electronic Data Deliverables (EDDs) must contain sufficient raw data, metadata, and quality control documentation for a qualified third party to reconstruct and validate the complete analytical process. This includes, but is not limited to, analytical results, sample information, chain-of-custody documentation, and supporting QC and calibration data such as LCS, MS/MSD, blanks, surrogates, CCVs, and representative raw data necessary for independent validation and data reproduction.

QC Level IV: Full raw data package suitable for complete data validation, including all instrument raw data files and bench sheets.

QC Level III: Intermediate data package containing sufficient QC and supporting documentation to allow independent third-party data validation, without requiring full instrument raw data files or complete bench documentation.

4. Quality Level III Report Required Elements

- a. Cover Page
 - i. Include section titles with page numbers
 - ii. Appendices clearly labeled (e.g., Appendix A – Results Tables)
 - iii. Description/definition of qualifiers, abbreviations, and acronyms

- a. Table of Contents
 - i. Include section titles with page numbers
 - ii. Appendices clearly labeled (e.g., Appendix A – Results Tables)
 - iii. Description/definition of qualifiers, abbreviations, and acronyms

- b. Case Narrative/ Data Summary
 - i. Summary of analytical work performed and methods used (including revisions and modifications)
 - ii. Client and laboratory sample identification
 - iii. Sample receipt documentation, sample matrix, integrity, and preservations
 - iv. Method references and instrument types
 - v. QC performance summary and any non-conformances or exceedances
 - vi. Corrective actions or re-analyses performed
 - vii. Deviations from approved methods or QAM requirements
 - viii. Description of deviations or failed QC elements
 - ix. Discussion of data flags, qualifiers, and corrective actions
 - x. References to affected samples/analytes
 - xi. Dilution factors, re-analysis notes, or manual integrations
 - xii. Statement of data usability

- c. Chain of Custody, Certification/accreditation, and Supporting Documentation
 - i. Signed sample Chain-of-Custody as received by analyzing laboratory
 - ii. Sample receipt form with documentation of sample integrity
 - iii. Copy of shipping form/label
 - iv. List of laboratory certifications and accreditations.
 - v. Lab sample login sheets or tracking logs (if separate from sample receipt form)

- d. Sample Results and Information Summary
 - i. Field sample ID and collection date/time
 - ii. Unique laboratory ID for each sample
 - iii. Sample matrix and preservation details
 - iv. Analytical and preparation methods used
 - v. Dates and times of sample receipt, preparation, and analysis
 - vi. Extract volume, aliquot size, and any re-extraction or re-analysis notes
 - vii. Analyte name and result (numeric value)
 - viii. Uncertainty (≈ 2 sigma, 95% confidence)
 - ix. Analytical technique/instrument type and model
 - x. Analyst initials or ID

- e. Quality Control (QC) Samples and Summaries*
 - i. Laboratory control sample (LCS) / duplicate (LCSD): % recovery, RPD, control limits, pass/fail
 - ii. Matrix Spike (MS) / duplicate (MSD): Spike concentration, % recovery, RPD, control limits
 - iii. Method blank(s): blank results, acceptance evaluation, contamination notes, corrective action
 - iv. Surrogates (for organics): compound list, % recovery, control limits
 - v. Radiochemistry tracers, yields and % recovery
 - vi. Laboratory duplicates or replicates – RPDs and comments
 - vii. Control charts (if used for ongoing method performance)
 - viii. Calibration data: Initial and continuing calibration summaries, r^2 , CCV/CCB results
 - ix. Dilution factors, re-analysis notes, or manual integrations

- f. Calibration Data
 - i. Initial calibration summary: concentration levels, response factors/slopes, correlation coefficients (r^2), and acceptance criteria.
 - ii. Continuing calibration verification: recovery results before and after analytical batches, acceptance limits, and pass/fail status.
 - iii. Calibration blanks: results and QC status.
 - iv. Internal standard performance: recoveries and retention time checks (for applicable methods).
 - v. Instrument tuning verification: applicable MS tune reports demonstrating compliance with tuning criteria.

- g. Quality Control Summary Table
 - i. Chromatograms for one sample, blank, LCS, MS/MSD
 - ii. Integration summary reports (showing peaks and analyte IDs)
 - iii. Instrument run sequence table (order of samples and QC runs)
 - iv. Extraction/preparation logs (summarized)

*All required laboratory quality control (QC) elements (including but not limited to method blanks, laboratory control samples, matrix spikes, matrix spike duplicates, surrogates, tracers, and duplicates) must be prepared, processed, and analyzed within the same preparation and analytical batch as the submitting NMED Bureau's samples. QC analyses performed on samples from other clients or projects during the same analytical run shall not be used to satisfy QC requirements for this contract.

5. EDD Required Elements

EDDs shall be plain ASCII text and pipe (|) delimited (preferred), Excel file, or CSV file in one of the three EDD formats listed in Table 1. NMED requires three different EDD formats be available for EDD deliverables. The submitting NMED Bureau must identify in their CoC which EDD format is required for their sample results. These formats are

provided in Table 1 with the specific EDD column numbers requirement and column name. Detailed descriptions are provided in Attachment 1- Sheet 3, 4, & 5(Standard 49 Column EDD, Los Alamos 57 Column EIM EDD, and Los Alamos 47 Column EIM EDD).

Table 1. EDD Formats

Destination Column	Standard Deliverable Column ID	Los Alamos EIM Format (All Samples Except Air) Column ID	Los Alamos EIM Format (Air) Column ID
1	FIELD_SAMPLE_ID	FIELD_SAMPLE_ID	FIELD_SAMPLE_ID
2	LAB_ID	LAB_ID	LAB_ID
3	ANALYTICAL_METHOD	ANALYTICAL_METHOD	ANALYTICAL_METHOD
4	ANALYSIS_DATE	ANALYSIS_DATE	ANALYSIS_DATE
5	PARAMETER_CODE	PARAMETER_CODE	PARAMETER_CODE
6	RESULT_TYPE_CODE	RESULT_TYPE_CODE	RESULT_TYPE_CODE
7	LAB_RESULT	LAB_RESULT	LAB_RESULT
8	LAB_UNITS	LAB_UNITS	LAB_UNITS
9	LAB_DETECTION_LIMIT	LAB_DETECTION_LIMIT	LAB_DETECTION_LIMIT
10	LAB_MATRIX	LAB_MATRIX	LAB_MATRIX
11	LAB_SAMPLE_ID	LAB_SAMPLE_ID	LAB_SAMPLE_ID
12	ANALYSIS_TIME	ANALYSIS_TIME	ANALYSIS_TIME
13	LAB_QUALIFIER	LAB_QUALIFIER	LAB_QUALIFIER
14	DILUTION_FACTOR	DILUTION_FACTOR	DILUTION_FACTOR
15	PREP_METHOD	PREP_METHOD	PREP_METHOD
16	PREP_DATE	PREP_DATE	PREP_DATE
17	ANALYSIS_LOT_ID	ANALYSIS_LOT_ID	ANALYSIS_LOT_ID
18	SAMPLE_DELIVERY_GROUP	SAMPLE_DELIVERY_GROUP	SAMPLE_DELIVERY_GROUP
19	LAB_BLANK_SAMPLE_ID	LAB_BLANK_SAMPLE_ID	LAB_BLANK_SAMPLE_ID
20	UNCERTAINTY	UNCERTAINTY	UNCERTAINTY
21	PARAMETER_NAME	PARAMETER_NAME	PARAMETER_NAME
22	ANALYSIS_TYPE_CODE	ANALYSIS_TYPE_CODE	ANALYSIS_TYPE_CODE
23	FILTERED_FLAG	FILTERED_FLAG	FILTERED_FLAG
24	LEACHED_FLAG	LEACHED_FLAG	SAMPLE_PREP_LOT_ID
25	LEACHATE_METHOD	LEACHATE_METHOD	PREP_TIME
26	LEACHATE_DATE	LEACHATE_DATE	METHOD_DETECTION_LIMIT
27	LEACHATE_TIME	LEACHATE_TIME	MINIMUM_DETECTABLE_ACTIVITY
28	SAMPLE_PREP_LOT_ID	SAMPLE_PREP_LOT_ID	SAMPLE_DATE
29	LEACHATE_LOT_ID	LEACHATE_LOT_ID	SAMPLE_PURPOSE
30	PREP_TIME	PREP_TIME	ORIGINAL_LAB_RESULT
31	METHOD_DETECTION_LIMIT	METHOD_DETECTION_LIMIT	SPIKE_ADDED
32	MINIMUM_DETECTABLE_ACTIVITY	MINIMUM_DETECTABLE_ACTIVITY	SPIKED_RESULT
33	SAMPLE_DATE	ESTIMATED_DETECTION_LIMIT	SPIKE_RECOVERY
34	SAMPLE_PURPOSE	SAMPLE_DATE	RPD
35	ORIGINAL_LAB_RESULT	SAMPLE_PURPOSE	RPD_LIMIT
36	SPIKE_ADDED	RAW_LAB_RESULT	UPPER_LIMIT
37	SPIKED_RESULT	RAW_LAB_RESULT_UNITS	LOWER_LIMIT
38	SPIKE_RECOVERY	ORIGINAL_LAB_RESULT	LAB_RECEIPT_DATE
39	RPD	SPIKE_ADDED	HARD_COPY_DUE_DATE
40	RPD_LIMIT	SPIKED_RESULT	RUSH_TAT
41	UPPER_LIMIT	SPIKE_RECOVERY	LAB_REPORT_DATE
42	LOWER_LIMIT	RPD	BASIS
43	LAB_RECEIPT_DATE	RPD_LIMIT	PERCENT_MOISTURE
44	HARD_COPY_DUE_DATE	UPPER_LIMIT	CHAIN_OF_CUSTODY_NO
45	RUSH_TAT	LOWER_LIMIT	LAB_TRITIUM_ALIQUOT
46	LAB_REPORT_DATE	LAB_RECEIPT_DATE	LAB_TRITIUM_ALIQUOT_UNITS
47	BASIS	HARD_COPY_DUE_DATE	FILTER_FRACTION_ANALYZED
48	PERCENT_MOISTURE	RUSH_TAT	
49	CHAIN_OF_CUSTODY_NO	LAB_REPORT_DATE	
50		BASIS	
51		PERCENT_MOISTURE	
52		RADIONUCLIDE_CRITICAL_LEVEL	
53		COUNT_DURATION	
54		COUNT_DURATION_UNITS	
55		FULL_WIDTH_HALF_MAXIMUM	
56		CHAIN_OF_CUSTODY_NO	
57		ANALYTICAL_GROUP_NAME	

Each EDD and Report received shall have a title that incorporates the original unique CoC title or ID as submitted by NMED Bureau. To protect against duplicate data, each record in the EDD should be uniquely identifiable based on a combination of the following fields:

1. FIELD_SAMPLE_ID
2. ANALYTICAL_METHOD
3. CAS NUMBER/PARAMETER_CODE and PARAMETER FIELD
4. NAME
5. ANALYSIS_TYPE_CODE
6. SAMPLE_PURPOSE

The offerer(s) must certify that the EDD is an accurate and identical representation of the analytical and QC results presented in the QC Level III analytical report. NMED may request an alternative EDD format related specifically to database compatibility criteria or specific media analytical result requirements. In such instances, NMED will work with the offeror(s) and provide an EDD format requirement in advance of sample analysis.

6. Organizational Experience (Max 5 Pages)

- a. The offerer(s) must submit a current Quality Management Plan (QMP) for organizational documentation and Quality Assurance Manual (QAM) for laboratory technical policies, procedures, and quality practices with their proposal for evaluation. The offerer(s) shall implement and maintain a current and formal QMP and QAM. These documents may exist separately or combined into a single QA document. Documentation must show the management's commitment to data integrity; defined organizational roles and QA authority; controlled procedures and records; analytical personnel qualifications and training; sample receipt, handling, chain of custody, and holding time control. Documentation must show the lab's approved analytical methods and method validation or verification; required quality control elements with acceptance criteria and corrective action procedures; instrument calibration and maintenance; data reduction, review, validation, and reporting procedures traceable to raw data; nonconformance and corrective action processes; internal audits and management review; data integrity and ethical conduct requirements; and oversight of subcontracted analyses. The QAM/QMP shall demonstrate the laboratory's ability to produce data that meets the NMED Data Quality Objectives (DQOs) and applicable regulatory and accreditation requirements.
- b. The offerer(s) shall provide in their proposal a current contact list identifying key personnel responsible for project management, quality assurance, analytical and technical operations, and administrative support, including billing and accounts, for services performed under this contract.

7. Organizational References

- a. Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years. Offeror shall include the following Business Reference information as part of its proposals:
 - Client name;
 - Project description; and
 - Project dates (starting and ending)
- b. Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** Offerors are encouraged to request that their chosen references provide detailed and informative comments.
- c. 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).
- d. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process.

8. Mandatory Specification

- a. The Offeror shall provide a statement of concurrence indicating that the Offeror has reviewed the Scope of Work in its entirety and confirms that it has the capability, resources, personnel, and necessary approvals to perform all work described in accordance with the requirements of this Request for Proposals.
- b. Any exceptions to the Scope of Work must be clearly identified in the proposal. Failure to identify exceptions shall be interpreted as full acceptance of the Scope of Work requirements.

Failure to provide this statement may result in the proposal being determined non-responsive.

- c. **Laboratory Credentials, Certification, and Accreditations:** The Offeror(s) shall provide a complete and current listing of all laboratory certifications, accreditations, registrations, and licenses required to perform each analytical method for which a proposal cost is submitted. Offeror(s) shall include a list of all current and applicable accrediting bodies required to meet the specifications outline in Section IV(B)(1).

Copies of current accreditation certificates with the scope of accreditation, clearly indicating approved methods, analyte groups, matrices, and expiration dates.

Offerer(s) must also disclose any findings, corrective actions, or limitations resulting from accreditation within the past three (3) years.

Analytical laboratory services requested under this Agreement may support both Department of Energy (DOE)-related monitoring programs and non-DOE programs. In addition to holding accreditations which support the contractor specifications outlined in Section IV(B)(1), the offerer(s) shall also maintain advanced quality system credentials aligned with Federal DOE requirements. Laboratories performing analytical services under this agreement and in support of DOE monitoring programs shall maintain DOE Consolidated Audit Program (DOE CAP) certification or equivalent accreditation recognized by DOE. Additional accreditation aligned the following certifications or accreditations is preferred but not required:

- Conference (NELAC) or National Environmental Laboratory Accreditation Program (NELAP)
- Department of Defense, Defense Environmental Energy Laboratory Accreditation Program (DOD ELAP)
- Accreditation through the American Association for Laboratory Accreditation (A2LA)

If the Offeror proposes to subcontract any analytical work, each proposed subcontractor must hold all certifications, accreditations, registrations, and licenses required to perform the analytical method(s) being subcontracted. Documentation requirements for subcontract laboratories shall be the same as those required of the Offeror, including copies of current accreditation certificates and scopes of accreditation clearly identifying approved methods, analyte groups, matrices, and expiration dates.

d. Method Detection Limit (MDL) Study and Proficiency Testing

Documentation: The Offeror shall submit documentation supporting the Method Detection Limits (MDLs) for each analytical method for which a proposal is submitted in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements). The submittal must include the most recent MDL study for each analytical method for which costs are proposed and conducted in accordance with 40 CFR Part 136 (where applicable), or current EPA MDL procedure requirements, or applicable regulatory method requirements.

Documentation must include the date of MDL study, matrix used, number of replicates, statistical calculation method, and achieved MDL values. If required for accreditation, offerer(s) will include the most recent Proficiency Testing (PT) study, results for each applicable analyte and method, including; provider name, study date, acceptance status, and any corrective actions taken for non-acceptable results.

- e. QC Level III Data Report Examples:** The Offeror shall provide one complete example of a QC Level III report formatted in accordance with the specifications outlined in Section IV(B)(4) (Quality Level III Report Required Elements) of this

RFP. The example should contain 5 water samples analyzed for the 5 LICs listed in Table 2.

- f. **Electronic Data Deliverable (EDD) – 49 Column Template:** The Offeror(s) shall submit one complete example Electronic Data Deliverable (EDD) formatted according to the 49-Column Standard Deliverable Format as specified in Table 1 of this RFP. The example EDD should correspond to the example QC Level III data report submitted in terms of samples reported. The example should contain 5 water samples analyzed for the 5 LICs listed in Table 2. Example EDD and report should contain non-sensitive data available for public release with all necessary client and location details redacted.

The example EDD must correspond to the same sample data provided in the example Level III analytical report submitted under Section IV(B)(8)(e) so that the evaluation committee can verify consistency between the report and electronic data deliverable.

Table 2. Requested LICs for Level III Report and 49-Column EDD

Line Item	Analytical Method(s) or Procedure(s)	Short Description	CRDL MDL/MDA/MDC* for Water
202	SW-846:6010B/7000 EPA:200 Series	TAL List metals total or dissolved when field filtered	(1.0 - 15 ug/L)
301	EPA:900.0/SW-846:9310	Low Level Gross Alpha/Beta 1.5 pCi/g or 1.5 pCi/L (600 Minute Count Time) (Assumes 1000 minute count time. Water MDA/MDC may be raised due to high sediment / solid content.)	1.5 / 1.5 pCi/L
305	ASTM:D3865, HASL-300	Iso Pu Low level	0.03 pCi/L
321a	EPA:901.1, HASL-300	Gamma Emitters: Low Level Gamma Spec (0.05 pg/g or 5 pg/L as Cs-137 (1000 minute maximum count time. Solid samples require larger volume of ~1200 g. Water MDA/MDC of 5 pCi/L may not be achievable.) Modified Reporting Library Up to 1000 minute count time, as necessary to achieve DL.	5 pCi/L

Line Item	Analytical Method(s) or Procedure(s)	Short Description	CRDL MDL/MDA/MDC* for Water
909	EPA:537M	Per and Polyfluorinated Alkyl Substances (PFAS) – Isotope Dilution LC/MS/MS	(0.5 - 1.5 ng/L)

***MDL/MDA/MDC = Method Detection Limit/ Minimum Detectable Activity/Concentration**

- a. **Weekend Sample Receipt Capability:** The Agency prefers offerer(s) that provide routine weekend sample receipt capability to support time-sensitive projects, regulatory hold times, and emergency response events. Offerors claiming this capability shall provide:
 - i. A description of standard and extended sample receipt hours.
 - ii. Confirmation of Saturday and/or Sunday receiving availability.
 - iii. Description of procedures for: after-hours receipt; chain-of-custody control; temperature verification; and sample login and tracking.
 - iv. Staffing model for weekend receipt (on-site vs. on-call personnel).
 - v. Any additional fees associated with weekend receipt.
 - vi. Description of contingency support during emergency response events.
 - vii. Offerors should clarify whether weekend receipt is standard practice, or available upon request only.

- b. **Online Data Portal and Real-Time Project Access:** The Agency prefers offerer(s) that provide a secure, web-based client portal for real-time access to analytical data, project status, and reporting documentation. Offerors shall provide:
 - i. A description of the online portal system, including data access features, case tracking capabilities, sample status updates, turnaround time monitoring, and downloadable reports and EDDs.
 - ii. Description of data security protocols (e.g., encryption, user authentication, access control levels).
 - iii. Screenshot examples or demonstration access (if available).
 - iv. Description of automated notifications (e.g., data release, receipt confirmation), historical data retrieval capability, and archive retention period.
 - v. Integration capability with common environmental data management systems.
 - vi. Description of internal QA review prior to data release in the portal.
 - vii. Confirmation that portal access is included in base costs or description of additional fees.

C. BUSINESS SPECIFICATIONS

1. 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.**

2. 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.**

3. Cost

Offerors must complete Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) as part of their Cost Proposal. Attachment 1 contains the required cost entry fields, required Contract-Required Detection Limits (CRDLs), Line-Item Codes (LICs) identification, achievable contractor detection limits, and subcontractor identification fields. Compliance with the requirements related to CRDLs, subcontractor identification, and minimum number of LIC bids, at least twenty-five percent (25%), will be determined based on the information submitted in Attachment 1. Complete directions for populating Attachment 1 are found under Appendix D- Cost Response Form.

Offerer(s) must also complete Cost Response Form in APPENDIX D. The Cost Response Form is an abbreviated list of the most commonly ordered water analyses LICs from Attachment 1. The offerer(s) submitted costs for these select water analysis will be used for the purpose of cost evaluation between offerers. The Cost Response Form is separate from the requirement to submit a completed Attachment 1 - Sheet 1 (Fee Schedule and CRDL Catalogue) populated with proposed analysis costs for no fewer than twenty-five percent (25%) of the total 441 LICs listed, .

The Cost Response Form includes 27 of the most common LICs and associated analytical method(s) for the analysis of water. For purposes of evaluation, offerer(s) must enter a valid cost for at least 75% of the listed LICs.

Offerer(s) shall place their cost for each of the 27 LICs for water analysis based on the stated CRDL. If the offerer(s) cannot meet the stated CRDL, the offerer(s) should enter their Method Detection Limit (MDL) or their Minimum Detectable Activity/Concentration (MDA/MDC) in place of the CRDL and highlight their MDL/MDA/MDC in red. Offerer(s) responses in the Cost Response Form must match the offerer(s) response for costs and MDL/MDA/MDC submitted in Attachment 1 - Sheet 1 (Fee Schedule and CRDL Catalogue) for those same 27 LICs. Reminder, offerer(s) must list costs for at least 75% of the listed LICs on the Cost Response Form.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 3. Evaluation Point Summary		Points Available
Evaluation Factors		
<i>(Correspond to Sections IV.B and IV.C)</i>		
B. Technical Specifications (## Total Points)		
B. 1.	Organizational Experience	150
B. 2.	Organizational References	100
B. 3.	Mandatory Specification	350
B. 4.	Desirable Specification	100
C. Business Specifications (## Total Points)		
C.1.	Letter Of Transmittal	Pass/Fail
C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	Cost	300
TOTAL POINTS AVAILABLE		1,000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (150 Total Points)

Evaluation Committee Criteria:

a. QMP / QAM (100 points)

- Management's documented commitment to data integrity, defined roles, QA authority, and controlled procedures.
- Documented method validation/verification process of approved analysis requiring QC elements, calibration and maintenance practices.
- Documented sample handling and chain of custody controls; data reduction, review, validation, reporting, and traceability to raw data.
- Process for nonconformance and corrective action processes, internal audits, management review, subcontractor oversight, and ability to meet DQOs and regulatory/accreditation requirements.

b. Key Personnel Contact List (50 points)

- Current contact list provided with proposal.
- Identified personnel for project management, QA, analytical/technical operations, and administrative/billing functions.
- Clearly defined roles, responsibilities, and lines of communication.

2. B.2 Organizational References (100 Total Points)

Points will be awarded based upon an evaluation of the responses to the questions provided in the Questionnaire (APPENDIX F). Offeror will be evaluated in 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 Specification (350 Total Points)

a. Fee Schedule Costs and Detection Limit Capability

Evaluation Committee Criteria:

Fee schedule Completeness (75 Points)

- Fee Schedule populated with costs at least 25% of LICs
- Total percentage of LICs proposed beyond the 25% minimum
- Total number of matrices beyond water offered

Detection Limit Capability (75 Points)

- Correct use of required GREEN/RED highlighting
- Demonstrated ability to meet or exceed CRDLs as % of total LICs

b. Laboratory Credentials and Accreditations

Evaluation Committee Criteria (50 Points):

- Completeness and clarity of all required certifications, accreditations, registrations, and licenses for each proposed analytical method with clearly defined scope (methods, analytes, matrices) and expiration dates.
- Maintains quality system credentials consistent with federal DOE CAP requirements.

c. Method Detection Limit (MDL) and Proficiency Testing Documentation

Evaluation Committee Criteria (50 Points):

- MDL study and proficiency test clearly presented and traceable to the method proposed and matrix.
- Documentation supports capability to meet required reporting limits
- Documentation includes study or proficiency test (if required) provider name, date, acceptance status, and corrective actions (if any).

d. Level III and Level IV Data Report Examples

Evaluation Committee Criteria (50 Points):

- Completeness relative to required elements
- Organization and clarity of data packages for NMED and 3rd party validation

e. Electronic Data Deliverable (EDD) – 49 Column Template

Evaluation Committee Criteria (50 Points):

- Accuracy and completeness of 49-column formatting per requirements
- Consistency between report and EDD
- Proper use of qualifiers, units, and parameter codes

4. Desirable Specifications (100 Total Points)

a. Weekend Sample Receipt Capability

Evaluation Committee Criteria (25 Points):

- Demonstrated reliability and consistency of weekend receiving
- Staffing and security controls in place
- Clarity of documented procedures

b. Preferred Additional Accreditation/Certificates

Evaluation Committee Criteria (25 Points):

- Documentation of NELAC, NELAP, DOD ELAP, or A2LA

c. Online Data Portal and Real-Time Project Access

Evaluation Committee Criteria (50 Points):

- Documented security controls
- Apparent ease of use and accessibility
- Real-time project transparency
- Data download flexibility (PDF, Excel, EDD formats)

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

Pass/Fail only. No points assigned.

6. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.3 Cost (See Table 1) (300 Total Points)

The evaluation of each Offeror’s cost proposal will be conducted using only those LICs common to all offerer(s). EXAMPLE: “Offerers all bid on 18 common LICs out of the total 27 LICs listed in the Cost Response Form. Only those 18 LICs common to all offerers will be used for evaluation of costs between offerers.” Cost shall be ranked from lowest to highest cumulative costs. All points will be awarded on a strictly mathematical basis. The Offeror with the lowest evaluated cumulative cost for the common LICs will receive the full 300 points. All other Offerors will receive proportionally fewer points based on the ratio of their evaluated cost to the lowest evaluated cost. See formula and example below.

Calculate Sum of Common Cost

For each Offerer: Evaluated Cost = \sum (Unit Price for each Common LIC)

Rank Costs

Rank cumulative evaluated costs from lowest to highest.

Cost Scoring Formula (300 Maximum Points)

The lowest evaluated cost receives the maximum 300 points.
All other Offerors receive prorated points using the following formula:

$$\text{Points} = \left(\frac{\text{Lowest Evaluated Cost}}{\text{Offeror's Evaluated Cost}} \right) \times 300$$

Example Calculation

Offeror	Evaluated Cost (18 LICs)	Calculation	Cost Score
A	\$9,000	$(9,000 / 9,000) \times 300$	300
B	\$10,000	$(9,000 / 10,000) \times 300$	270
C	\$12,000	$(9,000 / 12,000) \times 300$	225

Independent of the Cost Response Form, offerors must complete Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) as part of their Cost Proposal. Attachment 1 identifies fields for offerer(s) to enter costs for all 441 LICs, the required CRDL for each LIC, achievable offerer(s) MDL/MDA/MDCs, and subcontractor identification. Compliance with the requirement will be determined based on the information submitted by offerer(s) in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements). Complete directions for populating Attachment 1 are found under Appendix D- Cost Response Form.

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.
3. Responsive proposals will be evaluated on the factors in Section 4 and the Scoring Criteria 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.12). 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

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

Laboratory Analytical Testing Service
RFP #26-667-3400-27801

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

Charlette Probst, Procurement Manager

E-mail: Charlette.Probst2@gsd.nm.gov

Subject Line: Laboratory Analytical Testing Service, RFP #26-667-3400-27801

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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, or a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan-Grisham
Lieutenant Governor Howie Morales**

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

(NAME OF AGENCY)
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the 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 date **WILL NOT BE PAID.**

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay 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 date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the

Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

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

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

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

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

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

13. Amendment.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

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.

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.

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/or compensating taxes.

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

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D
COST RESPONSE FORM
AND
ATTACHMENT 1 INSTRUCTIONS

Cost Form Instructions: Table 4 includes 27 of the most common Line-Item Codes (LICs) and associated analytical method(s) for the analysis of water. Offerer(s) shall place their cost for each of the 27 LICs for water analysis based on the stated CRDL. If the offerer(s) cannot meet the stated CRDL, the offerer(s) should enter their MDL or MDA?MDC in place of the CRDL and highlight their MDL/MDA?MDC in red. Offerer(s) responses in the Cost Response Form must match the offerer(s) costs submitted in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements), instructions below. Cost entered by proposing offerer(s) shall be used as an evaluation factor comparing all common costs between all proposing offerer(s) for each common LIC. For purposes of evaluation, proposing vendors must enter a valid cost for at least 75% of the listed LICs.

Table 4 Cost Response Form for Evaluation

Line Item	Analytical Method(s) or Procedure(s)	Short Description	CRDL MDL/MDA for Water	Cost for Water
101	SW-846:8260C; SW-846:8260D	Volatile Organics Compounds (VOCs)	0.2 - 0.5 ug/L	
110	SW-846:8280, SW-846:8290	Dioxins and Furans MDL: 1.0-5.0 pg/L (water) 0.1-0.5 pg/g (soil,seds,tissue)	1.0-5.0 pg/L	
111	SM:1613B/SW-846:8290	Dioxins and Furans Incl. DB5 primary inst. run & DB225 confirm. run for 2,3,7,8 TCDF MDL: 1.0-5.0 pg/L (water) 0.1-0.5 pg/g (soil,seds,tissue)	1.0-5.0 pg/L	
130i	EPA:1668A or EPA:1668C	GC/HRMS PCB Congeners (209) Level 4	0.1-5 ug/ml	
162	SW-846:8015; SW-846:8015D	Purgeable, Non-Halogenated Volatile Organics GC-FID, for Gasoline Range Organic GRO	15.7 ug/L	

Line Item	Analytical Method(s) or Procedure(s)	Short Description	CRDL MDL/MDA for Water	Cost for Water
163	SW-846:8015; SW-846:8015D	Fuel Hydrocarbons, Full Range (inc. Diesel) Diesel Range Organics DRO	195 ug/L	
202	SW-846:6010B/7000 EPA:200 Series	TAL List metals total or dissolved when field filtered	(1.0 - 15 ug/L)	
205	SW-846:SW-846:6010B, 6010C 6020C	RCRA list metals total or dissolved	(0.2 - 5.0 ug/L)	
301	EPA:900.0/SW-846:9310	Low Level Gross Alpha/Beta 1.5 pCi/g or 1.5 pCi/L (600 Minute Count Time) (Assumes 1000 minute count time. Water MDA/MDC may be raised due to high sediment / solid content.)	1.5 / 1.5 pCi/L	
303	ASTM:D3972-09, HASL-300	Iso U Low Level	0.03 pCi/L	
305	ASTM:D3865, HASL-300	Iso Pu Low level	0.03 pCi/L	
306	ASTM:D3972, HASL-300	Am-241 Low Level	0.05 pCi/L	
310	(Methods EPA:907.0, ASTM:D3972), HASL-300	Isotopic Americium (Am-241, Am243)	0.1 pCi/L	
311	HASL-300, ASTM:D3972	Isotopic Plutonium (Pu-239/240, Pu-238)	0.1 pCi/L	
314	HASL-300	Isotopic Uranium (U-238, U-235, U-234)	0.2 pCi/L	
320	EPA:901.1, HASL-300	Gamma Emitters: Cs-137, Cs-134, Am-241,	10 pCi/L	

Line Item	Analytical Method(s) or Procedure(s)	Short Description	CRDL MDL/MDA for Water	Cost for Water
321a	EPA:901.1, HASL-300	Gamma Emitters: Low Level Gamma Spec (0.05 pg/g or 5 pg/L as Cs-137 (1000 minute maximum count time. Solid samples require larger volume of ~1200 g. Water MDA/MDC of 5 pCi/L may not be achievable.) Modified Reporting Library Up to 1000 minute count time, as necessary to achieve DL.	5 pCi/L	
336	ASTM:D5811-95M, HASL-300,EPA:905	Strontium-90 (Sr-90) (Reported as "Total Radio strontium as Sr-90")	1 pCi/L	
348	HASL-300:AM-241	Tritium (H-3)	400 pCi/L	
502	9010/9012; SM:4500-CN E	Cyanide, Total	4.06 ug/L	
550	EPA:8321A mod as EPA:8330B	High Explosives LC/MS/MS	TBD	
555	EPA:8330	High Explosives (14 compounds)	See multiple compound table in fee schedule tab.	
560	EPA:8321A mod /6850	Perchlorate by LC/MS/MS	0.5ug/L	
562	EPA:314.0	Perchlorate	0.756 ug/L	
565	SW-846:6850	Perchlorate by LC/MS	.175 ug/L	
908	EPA:1694M	Endocrine Disruptor Chemicals/Pharmaceutical and Personal Care Products (EDC/PCCP)	(0.3 - 3.0 ng/L)	
909	EPA:537M	Per and Polyflurorinated Alkyl Substances (PFAS) – Isotope Dilution LC/MS/MS	(0.5 - 1.5 ng/L)	

Attachment 1 Instructions:

The Offerer(s) must submit a completed in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) populated with proposed analysis costs for no fewer than twenty-five percent (25%) of the Line-Item Codes (LICs) listed. The 25% requirement includes analysis performed by subcontractors. Costs must correspond to the specific analytical method, matrix, and the CRDLs identified in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements). Offerer(s) must also indicate the additional cost/fees for Level 4 QA/QC deliverables, international custom fees (if applicable), and accelerated turn-around times in LICs 1-7.

If subcontractors are to be used for analysis, each subcontractor must be listed in Column C (Subcontractor) for each LIC analysis which may be subcontracted out. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before the addition of subcontractor(s) not listed on the original award is used during the term of this agreement.

Pricing must reflect the laboratory's demonstrated capability to meet or exceed the CRDLs. All costs shall be inclusive of: Standard QA/QC for Level III reporting, all lab and associated sample fees (including environmental disposal and homogenization of biota samples), and routine electronic data deliverables. The Agency reserves the right to request clarification of pricing assumptions.

Detection Limit Documentation and Color Coding Requirements: Attachment 1 - Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) contains CRDLs (Column G) for each method and matrix LIC listed.

For each LIC and matrix cost submitted, the Offerer shall enter its achievable MDL/MDA/MDC (if different from the CRDL) in Column F, J, N, & R (Contract Lab's MDL/MDA/MDC) in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements)) and in Column G, L, P, & T(Contract Lab's MDL/MDA/MDC) in Attachment 1 - Sheet 2 (Multiple Compound CRDL).

If the offerer(s) can achieve a detection limit lower than the CRDL listed in Column G, enter the lower MDL/MDA/MDC in Column F and highlight the cell GREEN.

If the offerer(s) cannot meet the CRDL and requires a higher detection limit, enter the higher achievable MDL/MDA/MDC in Column F and highlight the cell RED. If Column F is left blank for a specific LIC and matrix, the Offerer(s) is certifying the ability to meet the CRDL listed in Column G.

If the offerer(s), or subcontractor/s, are not capable of performing an analysis listed in Attachment 1- Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) then the offerer(s) should enter NB (No Bid) for that LIC.

Failure to properly complete Column F and apply the required color designation may result in reduced scoring from evaluation.

Offerer(s) proposing detection limits lower than CRDLs must have corresponding MDL study and proficiency documentation (if required for accreditation) in support of their listed detection limits. Detection limit commitments made in Column F, J, N, & R (Contract Lab's MDL/MDA) in Attachment 1 - Sheet 1 (Fee Schedule and CRDL Catalogue Requirements) and in Column G, L, P, & T(Contract Lab's MDL/MDA) in Attachment 1 - Sheet 2 (Multiple Compound CRDL) will become contractual performance requirements if awarded.

The costs submitted for LICs in this proposal are estimated quantities. No guaranteed quantities will be purchased of any item in a year. The quantities, conditions, and specifications set out in the request for proposal are inseparable and indivisible, any offerer, by submitting a bid, agrees to be bound by all such conditions or specifications.

The Offerer(s) shall not collect any additional fee from facilities for services provided under this agreement. The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided. Additional fees such as environmental disposal fee and sample homogenization must be incorporated into the quoted price for the analysis. The offerer(s)s proposed costs are incorporated by reference into this Agreement and are made a part of this Agreement upon award. In the event of any conflict, the awarded Agreement takes precedence.

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#: 26-667-3400-27801

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	
Unique Entity Identifier (SAM.gov)	

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 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: **Charlette Probst**, Charlette.probst2@gsd.nm.gov , **Procurement Manager** by 5:00 pm MST/MDT on April 29, 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 # 26-667-3400-27801
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

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, Environment Department via e-mail at:

Name: Charlette Probst, Procurement Manager
Email: Charlette.probst2@gsd.nm.gov

Forms must be submitted no later than **5:00 pm MST/MDT on April 29, 2026**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State 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 the email address indicated above. 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 description	
Project dates (start and end dates)	
Technical environment specific to the performance for the project you’re providing a reference:	

QUESTIONS:

1. In what capacity did you work with **[Offeror Name]** for environmental analytical analysis?
2. How would you describe **[Offeror Name]**'s technical knowledge, analytical expertise, and familiarity with applicable regulatory methods (e.g., EPA, ASTM, Standard Methods, SW-846)?
3. How would you describe **[Offeror Name]**'s flexibility and responsiveness to changes in EDD format, analytical scope, method modifications, rush requests, or revised reporting requirements?
4. How satisfied were you with the laboratory's deliverables, including:
 - Analytical reports and data packages
 - QA/QC documentation
 - Electronic Data Deliverables (EDD)
 - Chain-of-custody documentation
 - Invoices and supporting documentation?Please comment on completeness, accuracy, and timeliness.
5. How would you describe the professionalism and communication between **[Offeror Name]**'s staff (project managers, technical staff, and billing staff) and your organization? Please comment on responsiveness, clarity, and problem resolution.
6. How satisfied were you with the overall analytical services provided, including data defensibility, adherence to holding times, method detection limits, and turnaround times? Please explain the basis for your satisfaction or dissatisfaction.
7. Which aspects of **[Offeror Name]**'s services were most satisfactory (e.g., data quality, turnaround time, customer service, technical support, financial accounting)? Please provide a brief explanation.
8. Which aspects of **[Offeror Name]**'s services, if any, required improvement (e.g., data validation issues, communication gaps, billing discrepancies, corrective action follow-up, report clarity)? Please provide a brief explanation.
9. Would you engage **[Offeror Name]** for future analytical services? Please explain your response.
10. Is there any additional information you would like to provide regarding **[Offeror Name]**'s quality systems, accreditation status (e.g., NELAP/state certifications), audit history, or overall performance?