NEW MEXICO ENVIRONMENT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

CLEAN WATER ACT SECTION 319
WATERSHED-BASED PLAN DEVELOPMENT

RFP# 26-66700-2060-27785

RFP Release Date: October 17, 2025

Proposal Due Date: December 18, 2025

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to develop new watershed-based plans or revise existing watershed-based plans for the New Mexico Environment Department (NMED) Surface Water Quality Bureau (SWQB) that improve surface water quality in streams that are listed as impaired under Clean Water Act Section 303(d) and have a Total Maximum Daily Load for one or more pollutants.

B. BACKGROUND INFORMATION

As part of NMED SWQB's obligations to it's Clean Water Act Section 319 Nonpoint Source Program grants from the U.S. Environmental Protection Agency (EPA), NMED SWQB is seeking interested entities who want to develop or revise existing 9-element watershed-based plans to mitigate nonpoint source pollution in New Mexico.

C. SCOPE OF PROCUREMENT

The NMED SWQB seeks to establish contracts with entities interested in mitigating nonpoint source pollution in New Mexico to develop new 9-element watershed-based plans or revise existing 9-element watershed-based plans that improve surface water quality in streams that are listed as impaired under Clean Water Act Section 303(d) and have a Total Maximum Daily Load for one or more pollutants.

This RFP may result in multiple awards.

The term of the resulting contract will be up to four years.

This procurement will result in a contractual agreement between two parties.

D. PROCUREMENT MANAGER

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

Name: Kate Lacey-Younge, Procurement Manager
Telephone: (505) 946-8863
Email: Kathryn.lacey@env.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding

this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMED.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. "**Agency**" means the New Mexico Environment Department.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

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

6. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

7. "**Contractor**" means any business having a contract with a state agency or local public body.

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

9. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

10. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system.

11. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

12. "**EPA**" means United States Environmental Protection Agency.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**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.

15. "**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.

16. "**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.

17. "**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.

18. "**IT**" means Information Technology.

19. "**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.

20. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

21. "**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.

22. "**NMED**" means New Mexico Environment Department.

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

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

25. "**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.

26. "**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.

27. "**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.

28. "**QAPP**" means Quality Assurance Project Plan to be developed for the watershed-based planning project and approved by EPA for data collection or the use of existing environmental data.

29. "**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 <u>BUT NOT</u> omitted or removed.

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

31. "**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.

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

33. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into env-nm.bonfirehub procurement portal prior to the submission deadline stated in the RFP.

34. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

35. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

36. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

37. "**State (the State)**" means the State of New Mexico.

38. "**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.

39. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

40. "**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.)

41. "**SWQB**" means Surface Water Quality Bureau of the New Mexico Environment Department.

42. "**TMDL**" means Total Maximum Daily Load, a planning document developed by the NMED SWQB to improve surface water quality.

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

44. "**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
https://www.env.nm.gov/surface-water-quality/funding-opportunities/

NMED Watershed-Based Planning Website:
https://www.env.nm.gov/surface-water-quality/wbp/

NMED Clean Water Act Section 303(d)/305(b) Integrated Report:
www.env.nm.gov/surface-water-quality/303d-305b

NMED Total Maximum Daily Loads:
www.env.nm.gov/surface-water-quality/tmdl

EPA's Clean Water Act Section 319 Guidelines for Watershed-Based Planning – specifically see Appendix B:
https://www.epa.gov/system/files/documents/2024-06/2024_section_319_guidelines_final_1.pdf

EPA's Watershed-Based Planning Handbook:
https://www.epa.gov/nps/handbook-developing-watershed-plans-restore-and-protect-our-waters

Cost Principles for Federal Funding:
Subpart E of 2 CFR Part 200

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	NMED	October 17, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	October 23, 2025
3. Pre-Proposal Conference	NMED	October 23, 2025
4. Deadline to submit Written Questions	Potential Offerors	October 30, 2025
5. Response to Written Questions	Procurement Manager	November 6, 2025
6. Submission of Proposal	***Potential Offerors***	***December 18, 2025***
7.* Proposal Evaluation	Evaluation Committee	December 17, 2025 to February 18, 2026
8.* Selection of Finalists	Evaluation Committee	February 25, 2026
9.* Finalize Contractual Agreements	NMED/Finalist Offerors	February 26, 2026 to March 27, 2026
10.* Contract Awards	NMED/ Finalist Offerors	March 30, 2026
11.* Protest Deadline	NMED	+15 days

*Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the State of New Mexico Environment Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Kate Lacey-Younge, Kathryn.lacey@env.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the

Procurement Manager by 5:00 PM MDT on 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 return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:00 pm MDT via Microsoft Teams using the following login information:

Join the meeting now
Meeting ID: 282 870 440 963
Passcode: r4RC2iW3

Dial in by phone
+1 505-312-4308
Phone conference ID: 252 938 188#

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. 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 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 which form the basis of the question.

5. Response to Written Questions

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

The Questions and Answers will be posted to:
https://www.env.nm.gov/surface-water-quality/funding-opportunities/
https://env-nm.bonfirehub.com/projects

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 **env-nm.bonfirehub** procurement portal by the deadline set forth in this RFP. The **env-nm.bonfirehub 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 **env-nm.bonfirehub procurement portal** by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the **env-nm.bonfirehub 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. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of Offerors receiving the highest cumulative scores in Section V.B or who have the most advantageous offer to the State of New Mexico.

9. Finalize Contractual Agreements

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

10. Contract Awards

The award is subject to appropriate NMED and State approval. Upon receipt of the signed contractual agreement, NMED will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. Work shall not proceed until a valid purchase order is issued.

11. 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 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 Dive
Santa Fe, New Mexico 87505

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 B.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to***:
   1. confidential financial information concerning the Offeror's organization; and
   2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.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 which may result from this procurement shall be governed by the laws of the State of New Mexico and by all federal laws applicable to federal funds for any resulting agreements.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX D) and Draft Memorandum of Agreement (APPENDIX E). 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 D) and Draft Memorandum of Agreement (APPENDIX E) 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 <u>explicit agreement</u> by the Offeror that the contractual terms and conditions contained herein are <u>accepted</u> by the Offeror.**

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement

and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.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 C) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

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

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and 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 sub-contractor 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 organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

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

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for

professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

32. New Mexico/Native American Resident Preferences

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit multiple proposals in response to this RFP.

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA env-nm.bonfirehub 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 II.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 env-nm.bonfirehub well in advance of the submission deadline** - In order to submit a response to this RFP, Offeror must be fully registered in the env-nm.bonfirehub 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 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 Offerors 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 env-nm.bonfirehub procurement portal by the deadline set forth in this RFP.*** *The env-nm.bonfirehub 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*

env-nm.bonfirehub procurement portal by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the env-nm.bonfirehub 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 need 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, requirements for uploading large files.

f. **DO NOT password-protect proposal documents** – The env-nm.bonfirehub 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. **env-nm.bonfirehub 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.43) version for evaluation purposes; **and**
      ii. One (1) **redacted** (def. Section I.F.29) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

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

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.**

All proposals must be submitted as follows:

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

1. Signed Letter of Transmittal (APPENDIX B)
2. Signed Campaign Contribution Disclosure Form (APPENDIX C)
3. Response to Contract Terms and Conditions (from Section II.C.15)
4. Offeror's Additional Terms and Conditions (from Section II.C.16)
5. Watershed-Based Planning Application (APPENDIX F)

Cost Proposal:

1. Completed Budget Table (APPENDIX G)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Offerors will develop new or revise existing nine-element watershed-based plans that improve surface water quality in streams that are listed as impaired under Clean Water Act Section 303(d) and have a Total Maximum Daily Load for one or more pollutants. Watershed-based plans will address all nine (9) elements as defined by the U.S. Environmental Protection Agency (EPA):

a. Identify sources of pollution
b. Estimate pollutant load reductions from management measures using water quality models or peer-reviewed scientific publications
c. Identify and describe management measures to achieve pollutant load reductions
d. Identify technical and financial assistance needed to implement the plan
e. Identify the education and outreach activities or actions that will support implementing the plan
f. Develop a schedule for implementing the identified management measures
g. Describe milestones to measure success for implementing management measures
h. Describe criteria for measuring progress towards attaining water quality standards
i. Describe a monitoring component to evaluate the effectiveness of the implementation efforts, measured against Element h.

Priority stream reaches for this application are listed as impaired in Appendix A of the 2022-2024 State of New Mexico Clean Water Act Section 303(d)/Section 305(b) Integrated Report (Integrated Report) and have one or more U.S. Environmental Protection Agency (EPA) approved total maximum daily loads (TMDLs) to describe at least one impairment. The Integrated Report (including Appendix A) is available at www.env.nm.gov/surface-water-quality/303d-305b. TMDLs are available at www.env.nm.gov/surface-water-quality/tmdl (see "List of New Mexico TMDLs").

B. TECHNICAL SPECIFICATIONS

Offerors will complete the Watershed-Based Planning Application (APPENDIX F) to respond to the Specifications and submit as the Technical Proposal for this RFP. The Technical Specifications and instructions for each section of the Watershed-Based Planning Application (APPENDIX F) are described in detail below.

1. Organization Information

Provide a Project Title in 15 words or less for the watershed-based planning project proposed. Provide all Applicant Information listed in APPENDIX F. Provide proposed Start and End Dates for the project, with an end date that does not exceed September 30, 2029.

2. Key Persons

List all key personnel from your organization and any proposed contractors organization who will be developing, revising, or working on the watershed-based plan. List key personnel name, organization, title, and describe the key personnel's role in the watershed-based planning project and their relevant experience in writing watershed-based plans or other

relevant planning documents in APPENDIX F. Add or delete rows from the table for more or less key personnel descriptions.

3. Planning Area

Provide the Assessment Unit(s) and 12-digit subwatershed(s) names and identification numbers for the watershed-based plan area. Provide the number of impaired stream miles within the planning area. Provide the number of acres in the planning area. Provide a map, in the Attachments section of APPENDIX F, that shows the Assessment Unit(s), impaired stream reaches, and 12-digit subwatershed(s) for the planning area. Include a north arrow, legend, and a scale bar in the map.

4. Planning Elements

Provide a response in APPENDIX F for each of the questions listed in this section, organized by applicability to watershed-based planning Element A through I.

5. Match

Describe the sources of match, including related state, federal, or other partners that will contribute effort or funding for the project in APPENDIX F. A minimum of 10% of the total project budget must be made up of nonfederal funds, in-kind labor, services, or other items of value that Offerors or other project partners will contribute to the project. **Do not provide project cost information in this section.**

6. Letters of Support

Include letters of support from key project participants and supporters such as landowners, public land management agencies, watershed groups, user groups, and other agency partners. Letters of support shall be unique (i.e., not form letters), demonstrate support for the planning project and future implementation work, and state the role or contribution in the project for that specific agency or individual, where applicable. Letters of support shall be included in the Attachments section of APPENDIX F.

7. Implementation Schedule

Complete the task description table in APPENDIX F. Task descriptions must include a brief title, the person responsible for implementation, planned task start dates and completion dates, a deliverable for each task (e.g., completed sections of the WBP, public meetings, etc.), and a brief description of how the task will be accomplished. Add rows or delete rows from the table in APPENDIX F as necessary.

In addition to tasks related to watershed-based plan development, include tasks for project administration (i.e., invoicing etc.), semi-annual reporting, development or renewal of a Quality Assurance Project Plan (QAPP). Semi-annual reports for the period between January 1st and June 30th, and July 1st through December 31st, are due January 31st and July 31st, respectively, throughout the term of the agreement. A QAPP is required for watershed-based planning projects and must be approved by EPA prior to data collection or the use of environmental data (e.g. modeling). In the timeline of tasks, include 30 days for NMED review of the draft plan and 60 days for EPA review of the plan, plus time to address any revisions or agency comments. EPA must approve a QAPP before data collection can begin.

Include time for a 30 day public comment period after NMED review and before it goes to EPA for review. The goal will be to have the final watershed-based plan submitted to EPA, and ideally approved, before the end of the agreement term.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX B. 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 (APPENDIX C). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Budget Table as an Excel table in APPENDIX G for the watershed-based planning project. Cost acceptability is determined pursuant to Subpart E of 2 CFR Part 200. Fully loaded hourly rate shall be provided per person (e.g., salary, benefits, and overhead). Include estimated gross receipts taxes, as applicable to your or your contractor's organization. No indirect or de minimus line items are allowed. **The Excel version (not a PDF) of the Budget Table shall be submitted as the cost proposal.**

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.

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*		**Points Available**
B.	**Technical Specifications (200 Total Points)**	
B. 1.	Organization Information	10
B. 2.	Key Persons	20
B. 3.	Planning Area	20
B. 4.	Planning Elements	100
B. 5.	Match	10
B. 6.	Letters of Support	15
B. 7.	Implementation Schedule	25
C.	**Business Specifications (100 Total Points)**	
C.1.	Letter of Transmittal	Pass/Fail
C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	Cost	100
	TOTAL POINTS AVAILABLE	**300**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organization Information (See Table 1)

Points will be awarded based on the thoroughness to fully and correctly complete the tables and clarity of Offeror's responses in this Section of APPENDIX F.

2. B.2 Key Persons (See Table 1)

Points will be awarded based on the thoroughness and clarity of responses in the table in this Section of APPENDIX F. The Evaluation Committee will also weigh the relevancy and extent of Offeror's and contractor's education, expertise and knowledge, relevant experience, and description of the project role to develop or update a watershed-based based plan.

3. B.3 Planning Area (See Table 1)

Points will be awarded based on the thoroughness to fully and correctly complete the tables and map, and clarity of Offeror's responses in the Section of APPENDIX F. Additionally, points will be awarded for including all requested map elements and clarity of the map, such as map elements clearly identified.

4. B.4 Planning Elements (See Table 1)

Points will be awarded for completely, thoroughly, and clearly answering all questions for each element (A though I) in this Section of APPENDIX F. The Evaluation Committee will consider the relevance, thoroughness, clarity, veracity, and experience of the responses in this section. In addition, the Evaluation Committee will consider how the responses in this section will ensure success of the watershed-based planning project.

5. B.5. Match (See Table 1)

Points will be awarded for thoroughness and clarity of the answer in this Section of APPENDIX F. The Evaluation Committee will consider the collaborative nature of the project, including involvement from the community, other agencies, and stakeholders that will be involved and supporting the project to ensure long-term success. **Do not provide project cost information in this section.**

6. B.6. Letters of Support (See Table 1)

Points will be awarded for the relevance and clarity of the letters of support included in APPENDIX F. The Evaluation Committee will consider the uniqueness of the letters of support and how the letters of support demonstrate long-term commitments to the planning area for future implementation efforts. **Do not provide project cost information in the letters of support.**

7. B.7. Implementation Schedule (See Table 1)

Points will be awarded for fully and thoroughly completing the task schedule table in APPENDIX F. The Evaluation Committee will consider the reasonableness and clarity of the tasks and timeline for project success. Points will be awarded for addressing and including all requested items in this section.

8. C.1 Letter of Transmittal Form (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

10. C.3 Cost (See Table 1)

Points will be awarded for fully and thoroughly completing the Excel sheet for the Budget Table in APPENDIX G. Points will be awarded for costs that are allowable, reasonable, transparent, follow all instructions included in this RFP, and total with no errors. The Evaluation Committee will consider the fairness and veracity of the costs proposed.

C. EVALUATION PROCESS

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

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10), even if they are not the highest scoring proposal. 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

APPENDIX A

REQUEST FOR PROPOSAL

Clean Water Act Section 319 Watershed-Based Plan Development
26-667-2060-27785

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:
To: Kate Lacey-Younge, Procurement Manager
E-mail: Kathryn.lacey@env.nm.gov
Subject Line: Clean Water Act Section 319 Watershed-Based Plan Development
26-667-2060-27785

APPENDIX B

LETTER OF TRANSMITTAL FORM

APPENDIX B
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#: 26-667-2060-27785

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

-

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):
____ No.
____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)
____ No.
____ Yes. Identify entity/-ies: _____

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

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

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

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan Grisham and 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 D

DRAFT CONTRACT

The Agreement included in this Appendix D represents the contract the Agency intends to use to make awards with non-governmental entities. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

DRAFT CONTRACT

STATE OF NEW MEXICO

NEW MEXICO ENVIRONMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO ENVIRONMENT DEPARTMENT**, hereinafter referred to as the "Agency" or "NMED," 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. <u>Scope of Work.</u>
The Contractor shall perform the following work according to Attachment A.

2. <u>Compensation.</u>
A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed towards and including the deliverables, 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 Agency. 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 United States Environmental Protection Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the United States Environmental Protection Agency, 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. All terms and conditions of the appropriation from the United States Environmental Protection Agency to the Agency apply to this agreement.

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. <u>Amendment.</u>

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. <u>Merger.</u>

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. <u>Penalties for violation of law.</u>

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. <u>Authority.</u>

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.

The remainder of this page is left intentionally blank.

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

By: _____ Date:_____
New Mexico Environment Department, Cabinet Secretary

By: _____ Date:_____
New Mexico Environment Department, Counsel – Certifying legal sufficiency

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

By: _____ Date:_____
Contractor

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

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

By: _____ Date:_____
Taxation and Revenue Department

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

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

APPENDIX E

DRAFT MEMORANDUM OF AGREEMENT

The Agreement included in this Appendix E represents the agreement the Agency intends to use to make awards with governmental entities. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW MEXICO ENVIRONMENT DEPARTMENT
AND
[INSERT DEPARTMENT OR AGENCY]
[TO BE USED WHEN MONEY IS EXCHANGED BETWEEN AGENCIES]

This **MEMORANDUM OF AGREEMENT** ("Agreement") is entered into by and between the **State of New Mexico, Environment Department**, hereinafter referred to as the "Department" or "NMED," and **[Insert Name of Public Entity]**, hereinafter referred to as "[Insert Abbreviated Name of Public Entity]," and is effective as of the date of the last signatory authority.

WHEREAS, NMED is an executive agency of the State of New Mexico created under the Department of Environment Act, NMSA 1978, Sections 9-7A-1 to -17, and is authorized by NMSA 1978, Section 74-1-6(B) to enter into this Agreement to/for [Insert Purpose];

WHEREAS, [Insert Public Entity] is a public agency created under the [Insert Enabling Act], and is authorized by the [Insert United States Congress or the New Mexico Legislature] for the performance of this Agreement under [Insert enabling statute], to implement the project titled [Insert Project Title], hereinafter referred to as the "Project";

WHEREAS, this agreement is exempt from the provisions of the Procurement Code in accordance with the NMSA 1978, Section 13-1-98(A); and

WHEREAS, NMED and [Insert Public Entity] desire to enter into this Agreement to accomplish the Project in the most cost-effective and administratively efficient manner.

NOW, THEREFORE, the parties mutually agree as follows:

1. Purpose.

The purpose of the Project is to: [Insert Purpose].

2. Scope of Work.

[Insert Public Entity] shall complete the Project in accordance with the Scope of Work in Attachment A.

3. Disbursement of Funds.

A. NMED shall transfer to [Insert Public Entity] funds in an amount not to exceed $[**Insert Dollar Amount**] to reimburse [Insert Public Entity] for costs actually incurred in carrying out the Project in accordance with the Scope of Work.

B. [Insert Public Entity] shall submit to NMED invoices [monthly, quarterly, after the completion of each deliverable, etc.], including receipts, for costs actually incurred in carrying out

the Project in accordance with the Scope of Work. Invoices/receipts shall be submitted to:

[Insert Project Officer]
[Insert Bureau]
New Mexico Environment Department
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
[Insert Bureau Phone Number]
[Insert Bureau E-Mail]

4. Term.

This Agreement shall not take effect until accepted and signed by all parties. This Agreement shall terminate on **[Insert Date],** unless terminated pursuant to paragraphs 9 or 13.

5. Reports.

[Insert Public Entity] shall provide reports to NMED, including but not limited to task completion progress, reasons for delay of task implementation (if any), expenditures on Project implementation, and results of Project implementation. Reports will be provided to NMED semi-annually. A final report summarizing the project, results of water quality monitoring including data deliverables (if any), any delays or challenges, photos, and final expenditures will be delivered to NMED upon project completion. Upon request, such reports shall also be provided to members of the public.

6. Strict Accountability.

[Insert Public Entity] shall maintain fiscal records consistent with generally accepted accounting principles ("GAAP") and shall account for all receipts and disbursements of funds transferred pursuant to this Agreement. Along with NMED, [Insert Public Entity] shall be strictly accountable for all receipts and disbursements under this Agreement through the end of the fiscal year following the termination of the Agreement.

7. Access to Records.

NMED, [Insert Public Entity], the New Mexico Department of Finance and Administration, or the State Auditor, through any authorized representative, shall be granted access to and have the right to examine all books, papers, or documents related to this Agreement.

8. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Neither NMED nor [Insert Public Entity] is obligated to fund any changes and/or modifications not approved in writing by both parties.

9. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the proposed termination date. This Agreement may be terminated immediately upon written notice to [Insert Public Entity] if [Insert Public Entity] becomes unable to perform the services within the Scope of Work, as determined by NMED or if, during the term of this Agreement, [Insert Public Entity] or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph, paragraph 13, herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY [INSERT PUBLIC ENTITY]'S DEFAULT/ BREACH OF THIS AGREEMENT.*

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

10. 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, Section 38-3-1(G). By execution of this Agreement, [Insert Public Entity] 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. Any procurement made by [Insert Public Entity] pursuant to this Agreement shall be made in accordance with applicable procurement policies and procedures, applicable federal laws and regulations, and applicable provisions in the Scope of Work.

11. Liability.

Each party shall be liable for its own actions incurred as a result of its negligence, acts or omissions in connection with this Agreement. [*If Federal Department:* Liability of the (Name of Federal Public Entity) shall be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.] Any liability incurred by [*If MOU is with federal government*: NMED] [*If MOU is with state public entity*: either party] in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30.

12. Equal Opportunity Compliance.

A. [Insert Public Entity] shall abide by all state and federal laws and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, [Insert Public Entity] shall assure that no person in the United States shall, on the grounds of race, color,

national origin, sex, age, sexual preference or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity related to this Agreement. If [Insert Public Entity] is found not to be in compliance with these requirements during the life of the Agreement, [Insert Public Entity] agrees to take appropriate steps to correct these deficiencies.

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

13. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization from the U.S. Environmental Protection Agency. If authorization or sufficient appropriations are not granted, this Agreement shall be terminated upon written notice from NMED. The decision as to whether sufficient appropriations/ authorizations are available is at the sole discretion of NMED and shall be final and binding. The governing terms and conditions of the appropriation are applicable to this agreement.

14. Participation in Similar Projects.

This Agreement in no way restricts [Insert Public Entity] or NMED from entering into other Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

15. Authority.

The representatives of the public entities below represent that they have the authority to bind their department or agency, and that no further action, resolution, or approval is necessary to enter into this Agreement.

[Remainder of page intentionally left blank; signature page follows]

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

STATE OF NEW MEXICO, ENVIRONMENT DEPARTMENT

By: _____ Date:_____
James C. Kenney, Secretary
New Mexico Environment Department

By: _____ Date:_____
Miranda Ntoko, Chief Financial Officer
New Mexico Environment Department

Approved as to Form and Legal Sufficiency:

By: _____ Date:_____
Tatiana Engelmann, Assistant General Counsel
New Mexico Environment Department

[INSERT PUBLIC ENTITY]

By: _____ Date:_____
(Signatory Authority)

APPENDIX F

WATERSHED-BASED PLANNING APPLICATION FORM

APPENDIX F -
Application - Waters

Federal Clean Water Act Section 319
Fiscal Year 2026: Watershed-Based Planning

APPENDIX F:
Watershed-Based Planning Application Form

1. Organization Information

Project Title

Applicant Information

Organization:			
Address:			
Project Manager:		Title:	
Phone:	/	Email:	
Signatory:		Title:	
Phone:	/	Email:	
FED. Tax ID #		NM BTIN #	
SAM.gov UEI #		SHARE Vendor ID #	

Start and End Dates

Planned project start date (mm/dd/yyyy):		Planned project end date (mm/dd/yyyy):	

2. Key Persons

	Name	**Organization**	**Title**
Key Person 1:			
Project role description and relevant planning experience:			
	Name	**Organization**	**Title**
Key Person 2:			

Project role description and relevant planning experience:			
	Name	**Organization**	**Title**
Key Person 3:			
Project role description and relevant planning experience:			
	Name	**Organization**	**Title**
Key Person 4:			
Project role description and relevant planning experience:			
	Name	**Organization**	**Title**
Key Person 5:			
Project role description and relevant planning experience:			

3. Planning Area

Assessment Unit(s):	_____
12-digit subwatershed(s):	_____
Project area (impaired stream miles):	

Project area (acres):	
Project area map:	Include a map that shows the Assessment Unit(s), impaired stream reaches, and 12-digit subwatersheds for the planning area in the Attachments section. Include a north arrow, legend, and a scale bar in the map.

4. Planning Elements

Element A

Identify the pollutant(s) (cause of the impairment) to be addressed by the watershed-based plan.

Briefly describe the anticipated water quality goals of the watershed-based plan.

Provide a brief overview of what is known about the sources or potential sources of pollution that are contributing to the impairment in the subwatershed(s) (HUC12s) of interest.

Describe data sources or existing plans that will be used to develop this watershed-based plan and provide citations for each data source. Data sources may include existing planning documents, such as the Total Maximum Daily Load (TMDL) or other documents, peer-reviewed research, or publications that have more information about the watershed(s) of interest.

Describe any known data gaps that may significantly impact watershed-based plan development and describe any plan to address data gaps, such as data collection or field assessments, if applicable. Please note that any data collection or modeling of existing data must have an EPA-approved QAPP in place before data collection or the use of environmental data for modeling can begin. Data must be provided to NMED.

Element B

Describe your and your contractor's (if applicable) organizational experience in estimating pollutant load reductions and performing water quality modeling.

Element C

Describe your and your contractor's (if applicable) organizational experience in how you would select Best Management Practices (BMPs) to address water quality impairments and describe how you would prioritize the BMPs.

Element D

Describe your and your contractor's (if applicable) organizational experience in working collaboratively with other organizations to develop a plan. Describe your and your contractor's (if applicable) organizational experience in developing cost estimates for projects to implement a plan.

Element E

Describe any relevant stakeholders in the area for the watershed-based plan. Describe your and your contractor's (if applicable) organizational experience in conducting public education and outreach for water quality related topics and include descriptions of any education and outreach efforts that were ongoing and recurring.

Elements F & G

Describe your and your contractor's (if applicable) organizational experience in developing a schedule for implementing a management plan and developing relevant and measurable milestones for a planning document.

Element H

Describe your and your contractor's (if applicable) organizational experience in meeting performance measures for a plan. Provide an example of developing measurable evaluation criteria and describe how that criteria demonstrated progress towards meeting the related goal. Please use a water quality-related example if you have one.

Element I

Describe your and your contractor's (if applicable) organizational experience in developing a monitoring plan for water quality. Provide a citation for an example monitoring plan or a QAPP if one is available.

5. Match

Do NOT include cost information in this section. Please describe the *source(s)* of nonfederal contributions towards the project that may include nonfederal grants or cash donations from nonfederal third parties and the value of third-party, in-kind contributions (e.g. donated personnel time, donated supplies, donated equipment, or landowner project costs).

6. Letters of Support

Include letters of support in the Attachments section of this application. Do NOT include cost information in the Letters of Support.

7. Implementation Schedule

Task Number	**Task Title**				
1		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
2		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
3		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)

Task Number	Task Title				
		Task Description	Provide a brief description of how the task will be accomplished.		
4		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
5		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
6		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
7		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		

Task Number	Task Title				
8		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
9		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		
10		List key person(s) to accomplish task	Task Start Date	Task End Date	Deliverable(s)
		Task Description	Provide a brief description of how the task will be accomplished.		

8. Attachments

Include maps, photos (optional), and letters of support in this section.

APPENDIX G

BUDGET TABLE

Use the Excel file to complete and submit your cost proposal for this RFP.

APPENDIX G - Budget Table.xlsx

SWPA Budget Estimator Workbook Instructions

Important:
-This workbook includes two data entry sheets (green tabs) to streamline the budgeting process for NMED SWQB projects.
-Follow the guidance below to ensure data populates correctly and reflects all project expenses.

Workbook Structure:

1. Sheet 1: Budget Sheet

Data Entry Notes:

Federal Contribution Entry

1. Enter the task number in Column A.
2. Type in description of the service or items in Column B, the quantity in Column F, and the rate in Column G.
3. Select Budget Category in Column D (Manual Entry). Ignore Column C - this will auto-populate based on your Column D selection.
4. Columns C, E, H, and J are either auto-populated or not applicable. Do not enter in these columns.

Match Contribution Entry

5. Write "Match - description of match" in Column B, enter the category for the match from Column D, and then enter the total amount in Column I.

Other Entries

6. Manually enter the New Mexico Gross Receipts Tax (NM GRT) in the highlighted cell under Rate, Column G at the bottom of the budget.
7. The Requested Funds (Column H) and Total Budget (Column J) auto-calculate.
8. Delete unused rows.

2. Sheet 2: Cost Summary By Category (Reference Only)

- No manual data entry required.
- Summarizes NMED (Federal) Cost, Match, and Total Budget from all entries by Categories based on entries on the Budget Sheet.

3. Sheet 3: Rate Schedules

-Manual data entry required.

4. Sheet 4: SWPA Item List (Reference Only)

- Contains approved Statewide Price Agreement Items from agreement #40-00000-23-00037 with defined Category
- Used to auto-populate Category (Column C) in Budget Sheet. **Do not modify.**

Instructions: Fill in the table below. Delete or add rows as necessary. For travel, estimate the mileage, per diem, or other expenses for the entire project duration. Include material or supply expenses to be reimbursed at cost, markup is not allowed. Include any other expenses not captured elsewhere to be reimbursed. Include estimated gross receipts taxes (GRT), as applicalbe, for the project, which may include multiple location rates, as necessary.

Data Entry Notes:

Federal Contribution Entry

1. Manually enter: Main task name (Column A), Item/Service (Column B), Budget Category - manual entry using drop down menu (i.e., Personnel, Travel, Equipment, Supplies, Contractual and Other), do not use Column E, Quantity (Column F), and Rate per Unit (Column G).
2. Column H will auto-populate based on the entries for Quantity (Column F) and Rate (Column G).
   Column J will auto-populate based on the entries in Column H (auto-populated) and Column I (manual entry).
3. Enter the organization for the cost in Column K - Entity, if there are multiple organizations/contractors contributing to the project.

Match Contribution Entry

4. For match, type Match - plus description in Items/Services in Column B and manually select the category for the match from Column D. Enter the total amount of match for the line item in Column I.

Other Entries

5. Manually enter the estimated gross receipts taxes, as applicable, in the highlighted cell under Rate, Column G.
6. The Requested Funds (Column H) and Total Budget (Column J) at the bottom will auto-calculate.
7. Delete unused rows.

Task Name	Items/Services	Category - Auto-populated Entry	Category - Manual Entry	SWPA Item?	Quantity	Unit Rate	Requested Funds	Cash or In-Kind Match	Total Budget	Entity (Organization name performing the services)
Task 1	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 2	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 3	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 4	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 5	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 6	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 7	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 8	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 9	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 10	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 11	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
Task 12	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Other			N			$ -		$ -	
	Estimated GRT (location 1)	Tax	Tax	N			$ -		$ -	
	Estimated GRT (location 2)	Tax	Tax	N			$ -		$ -	
	Estimated GRT (location 3)	Tax	Tax	N			$ -		$ -	
	TOTAL						$ -	$ -	$ -	

Category	Requested Fund	Cash or In-Kind Match	Total Amount
PERSONNEL	$ -	$ -	$ -
EQUIPMENT	$ -	$ -	$ -
TRAVEL	$ -	$ -	$ -
SUPPLIES	$ -	$ -	$ -
SUB CONTRACTUAL	$ -	$ -	$ -
OTHER	$ -	$ -	$ -
NMGRT on Labor (Alb 7.625%)	$ -	$ -	$ -
Total Project	**$ -**	**$ -**	**$ -**

No Manual Entry Required

Staff Member	Position	Hourly Rate	Match Amount

Manual Entry Required

Item Number and Description	Category
Match	
1. Mechanical Cutting of Trees/Shrubs, Average Slope less than 35% (e.g., feller buncher), cost per acre	EQUIPMENT
2. Mechanical Cutting of Trees/Shrubs, Average Slope greater than 35%, cost per acre	EQUIPMENT
3. Mechanical Mastication, Average Slope less than 35% (e.g., masticator), cost per acre	EQUIPMENT
4. Mechanical Mastication, Average Slope greater than 35%, cost per acre	EQUIPMENT
5. Mechanical Skidding, Average Slope less than 35%, cost per acre	EQUIPMENT
6. Mechanical Skidding, Average Slope greater than 35%, cost per acre	EQUIPMENT
7. Mechanical Extraction of Trees/Shrubs with Rootwads, Average Slope less than 35%, cost per hour	EQUIPMENT
8. Mechanical Extraction of Trees/Shrubs with Rootwads, Average Slope greater than 35%, cost per hour	EQUIPMENT
9. Mechanical Transportation of Materials Using a Dump Truck (e.g., rocks, boulders, trees, plants, containers, logs, etc.), cost per mile	TRAVEL
10. Mechanical Transportation of Materials Using a Pickup Truck (with or without trailer), cost per mile	TRAVEL
11. Mechanical Transportation of Materials Using a Truck and Trailer, cost per mile	TRAVEL
12. Mechanical Collection of Plant Materials for Revegetation (e.g., whips and poles sourcing), cost per hour	EQUIPMENT
13. Mechanical Broadcast Mulching, cost per acre	EQUIPMENT
14. Mechanical Broadcast Seeding, cost per acre	EQUIPMENT
15. Mechanical Planting of Trees and Shrubs Poles, Soils with Less than 25% Cobble in Project Area, cost per hour	EQUIPMENT
16. Mechanical Planting of Trees and Shrubs Poles, Soils with More than 25% Cobble in Project Area, cost per hour	EQUIPMENT
17. Mechanical Planting of Container Trees and Shrubs, Soils with Less than 25% Cobble in Project Area, cost per hour	EQUIPMENT
18. Mechanical Planting of Container Trees and Shrubs, Soils with More than 25% Cobble in Project Area, cost per hour	EQUIPMENT
19. Mechanical Placement or Relocation of Rocks (in-stream or flowing water), large heavy EQUIPMENT (e.g., DC-8 etc. or equivalent machine), cost per hour	EQUIPMENT
20. Mechanical Placement or Relocation of Rocks (in-stream or flowing water), small heavy EQUIPMENT (e.g., Bobcat or mini-excavator), cost per hour	EQUIPMENT
21. Mechanical Placement or Relocation of Rocks (upland or in-stream without flowing water), cost per hour	EQUIPMENT
22. Mechanical Placement or Relocation of Rocks in Wetlands, cost per hour	EQUIPMENT
23. Mechanical Placement or Relocation of Trees for Channel Structures (in-stream or flowing water), large heavy EQUIPMENT (e.g., DC-8 etc. or equivalent machine), cost per hour	EQUIPMENT
24. Mechanical Placement or Relocation of Trees for Channel Structures (upland or in-stream without flowing water), small heavy EQUIPMENT (e.g., Bobcat or mini-excavator), cost per hour	EQUIPMENT
25. Mechanical Earthen or Sod Structures (e.g., plug and pond, contours etc.), cost per hour	EQUIPMENT
26. Mechanical Road Drainage Maintenance (culvert, bridge, or large material moving), cost per hour	EQUIPMENT
27. Mechanical Road Closure (ripping road surfaces, physical barriers placement, log slash placement), cost per hour	EQUIPMENT
28. Mechanical Road Maintenance (for project ingress/egress and blading), cost per hour	EQUIPMENT
29. Mechanical Sediment Removal or General Earth-Moving, Average Slope Less than 35%, cost per hour	EQUIPMENT
30. Mechanical Sediment Removal or General Earth-Moving, Average Slope Greater than 35%, cost per hour	EQUIPMENT
31. Mechanical Trash/Refuse (e.g., tires or cars, scrap metal, construction materials etc.) Removal from a Waterway (in-stream or flowing water), large heavy EQUIPMENT (e.g., DC-8 etc. or equivalent machine), cost per hour	EQUIPMENT
32. Mechanical Trash/Refuse (e.g., tires or cars, scrap metal, construction materials etc.) Removal from a Waterway (in-stream or flowing water), small heavy EQUIPMENT (e.g., Bobcat or mini-excavator), cost per hour	EQUIPMENT
33. Mechanical Trash/Refuse (e.g., tires or cars, scrap metal, construction materials etc.) Removal from a Waterway (not actively flowing), large heavy EQUIPMENT (e.g., DC-8 etc. or equivalent machine), cost per hour	EQUIPMENT
34. Mechanical Trash/Refuse (e.g., tires or cars, scrap metal, construction materials etc.) Removal from a Waterway (not actively flowing), small heavy EQUIPMENT (e.g., Bobcat or mini-excavator), cost per hour	EQUIPMENT
35. Mechanical Fence Removal or Repair, Soils with Less than 25% Cobble in Project Area, cost per hour	EQUIPMENT
36. Mechanical Fence Removal or Repair, Soils with More than 25% Cobble in Project Area, cost per hour	EQUIPMENT
37. Mechanical Fence Installation, Soils with Less than 25% Cobble in Project Area, cost per hour	EQUIPMENT
38. Mechanical Fence Installation, Soils with More than 25% Cobble in Project Area, cost per hour	EQUIPMENT
39. Mechanical Herbicide Application (with a licensed applicator), cost per hour	EQUIPMENT
40. Mechanical EQUIPMENT Mobilization/Demobilization, portal-to-portal, cost per mile	TRAVEL
41. Unspecified Mobilization or Materials Hauling, portal-to-portal, cost per mile	TRAVEL
42. Manual Tree/Shrub Removal (e.g., chainsaw team), cost per hour	PERSONNEL
43. Manual Plant Collection of Trees/Shrubs (e.g., willow whip collection or tree transplants), cost per hour	PERSONNEL
44. Manual Planting (e.g., transplants, container planting etc.), cost per hour	PERSONNEL
45. Manual Seeding, cost per hour	PERSONNEL
46. Manual Herbicide Application (with a licensed applicator), cost per hour	PERSONNEL
47. Manual Placement of Relocation of Rocks, cost per hour	PERSONNEL
48. Manual Construction of Erosion Control Structures (e.g., brush weirs or large woody debris structures), cost per hour	PERSONNEL
49. Manual Fence Installation, Repair, or Removal, cost per hour	PERSONNEL
50. Manual Trash/Refuse Removal, cost per hour	PERSONNEL
51. Unspecified General Manual Labor, cost per hour	PERSONNEL
52. Field Supervision, cost per hour	PERSONNEL
53. Engineering Design (certified engineer), cost per hour	SUB CONTRACTUAL
54. Engineering Survey (field and/or reporting), cost per hour	SUB CONTRACTUAL
55. Watershed Assessment (field and/or reporting), cost per hour	SUB CONTRACTUAL
56. Biological Survey (field and/or reporting), cost per hour	SUB CONTRACTUAL
57. Archaeological Survey (field and/or reporting), cost per hour	SUB CONTRACTUAL
58. Mapping, Assessment, and Analysis (e.g., Geographic Information Systems [GIS], modeling, data or statistical analysis), cost per hour	SUB CONTRACTUAL
59. Unmanned Aerial Vehicles (UAVs) (i.e., drones) Imagery Collection, Survey, Mapping, and Analysis, cost per hour	SUB CONTRACTUAL
60. Permit Application Development and Compliance Documentation, cost per hour	SUB CONTRACTUAL
61. Data Management and Reporting, cost per hour	PERSONNEL
62. Project Management, cost per hour	PERSONNEL
63. Project Administration, cost per hour	PERSONNEL
64. Piezometer Installation, cost per piezometer installed	PERSONNEL
65. Piezometer or Groundwater Elevation Monitoring, cost per hour	PERSONNEL
66. Water Quality Sampling, cost her hour for field grab sample(s) collection including qualified laboratory delivery	PERSONNEL
67. Water Quality Monitoring Long-Term (e.g., sonde or thermograph deployment), cost per hour for field deployment and retrieval	PERSONNEL
68. Stream Channel or Upland Geomorphological Monitoring (e.g., Bank Erosion Hazard Index or stream surveys, etc.), cost per hour	PERSONNEL
69. Physical or Aquatic Habitat Monitoring, cost per hour	PERSONNEL
70. New Mexico Wetlands Rapid Assessment Method Data Collection, cost per hour	PERSONNEL