

**FORESTRY DIVISION
OF THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

WILDFIRE MAPPING AND WOODSHED ANALYSIS



RFP#
FD-27-001

RFP Release Date: August 31, 2026

Proposal Due Date: September 28, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services to map wildfire risk, summarize the availability of timber and biomass in priority landscapes aligned with the New Mexico Forest Action Plan (FAP), and map viable locations for wood processing mills and facilities. Services outlined in this Statement of Work will contribute to a consistent and scalable statewide workflow for reducing wildfire risk and concurrently implementing the New Mexico Biomass Economy Strategy and the 50-Year Water Action Plan.

B. BACKGROUND INFORMATION

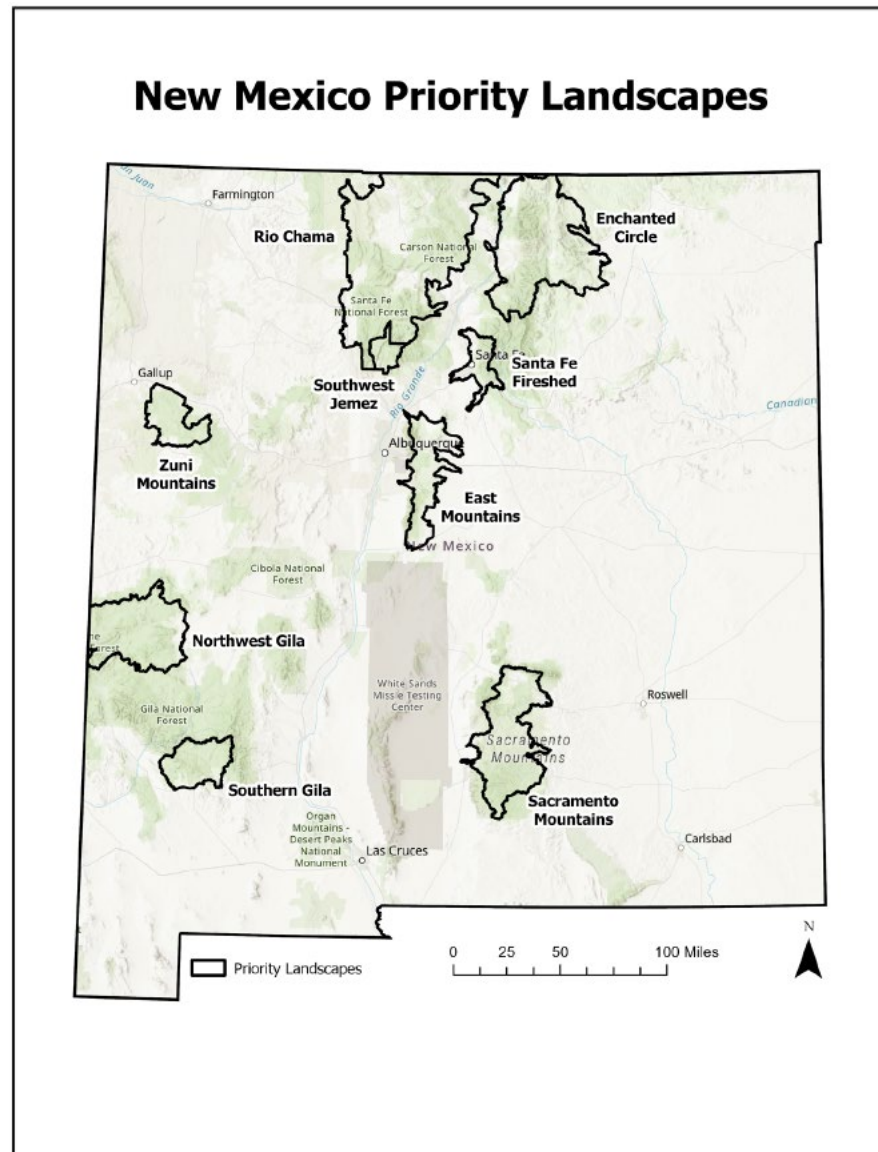
The Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Forestry Division) is seeking a standardized, tech-enabled workflow that accelerates planning and execution of wildfire risk reduction projects. This is in response to the New Mexico Legislature provision of a special appropriation to EMNRD Forestry Division in 2026 to develop a wildfire mapping database. The workstreams detailed in the Scope of Work (SOW) are aligned with the US Department of Agriculture (USDA) Forest Service's Active Management Strategy (AMS), Executive Order 14225, and H.R. 1, which seek to quantify potential saw timber and biomass production on national forests while identifying key co-benefits such as wildfire risk reduction and watershed improvements.

The FAP was adopted to guide the Forestry Division from 2020-2030. The FAP identified priority landscapes based on the combination of wildfire risk of transmission to communities, potential for damage to water sources and infrastructure, and preservation of biodiversity. The next full plan revision will be initiated in 2028 and this wildfire mapping and woodshed assessment will assist the Forestry Division to develop the 2030-2040 FAP.

Woodshed is heretofore defined as a region that has the capacity to generate a sustainable supply of wood products for a given mill type or processing facility and is within economically sustainable transport distance of that mill or facility. The characterization and analysis of a woodshed includes the identification of regions where sustainable wood supplies exist for current and next-generation wood products, whether or not necessary infrastructure currently exists.

The wildfire mapping database will be enhanced by the woodshed assessment allowing the state's wildfire risk modeling to be viewed in tandem with areas where hazardous fuels reduction goals can be enhanced through economic development opportunities. This integrated approach will improve project planning for the Forestry Division and stakeholders by identifying where treatments can simultaneously reduce wildfire risk, supply timber and biomass to the market, and support existing or catalyze new investment in wood processing infrastructure.

EMNRD intends to issue a single award as a result of this Request for Proposals (RFP). Any valid proposal resulting from this RFP shall be valid for 120 days from the proposal due date specified below in Section II.A, Sequence of Events.



C. SCOPE OF PROCUREMENT

EMNRD intends to award a single Professional Services Agreement for the performance of wildfire-risk mapping, statewide forestry-industry database development, creation of a Wildfire Mitigation Project Prioritization Model, and full-coverage analyses and reporting for nine Priority Landscapes as described in Section IV.A. The resulting contract will support delivery of updated wildfire-risk layers, woodshed delineations, highly valued resource or assets (HVRA) mapping and valuation, woodshed investment analyses, timber-cruising methods, and complete raster data

packages for each Priority Landscape. The term of any contract awarded shall not exceed four years including all renewals and extensions.

This RFP will be a single award. A maximum of one million dollars (\$1,000,000.00) is available to fund this work. This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

EMNRD 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: Jacob Pederson, Procurement Manager
Telephone: (505) 629-6643
Email: Jacob.Pederson@emnrd.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the EMNRD.
2. **Protests of the solicitation or award must be submitted in writing to the EMNRD Chief Procurement Officer (CPO) identified in Section II.B.13.** The EMNRD CPO 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 EMNRD CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals via electronic system, must be addressed and submitted as follows:

Name: Jacob Pederson

Reference RFP Name: Wildfire Mapping and Woodshed Analysis

Website Address: <https://app.smartsheet.com/b/form/019e6a1a8717719eb0cafa936591ea46>

F. DEFINITION OF TERMINOLOGY

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

1. **“Award”** means the final execution of the contract document.
2. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
3. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“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.
5. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
6. **“Contractor”** means any business having a contract with a state agency or local public body.
7. **“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.
8. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
9. **“Electronic Submission”** means a successful submittal of Offeror’s proposal via email or through the designated electronic system.
10. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
11. **“EMNRD”** means the State of New Mexico, Energy, Minerals and Natural Resources Department sponsoring this Procurement.
12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

13. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“IT”** means Information Technology.
18. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“Procurement Manager”** means any person or designee authorized by EMNRD 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.
22. **“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.
23. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
24. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

25. **“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.
26. **“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.
27. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. EMNRD reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
28. **“Single Source Award”** means an award of contract for professional services to only one Offeror.
29. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
30. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. **“State (the State)”** means the State of New Mexico.
32. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
33. **“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.
34. **“Woodsheds”** means a region that has the capacity to generate a sustainable supply of wood products for a given mill type or processing facility and is within economically sustainable transport distance of that mill or facility.
35. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper 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:

Forest Action Plan Webpage: <https://www.emnrd.nm.gov/sfd/forest-action-plan/>

Proposals and Grants Webpage: <https://www.emnrd.nm.gov/sfd/requests-for-proposals-and-grants/>

Executive Order 14225: <https://www.federalregister.gov/documents/2025/03/06/2025-03695/immediate-expansion-of-american-timber-production>

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	Forestry Division	August 31, 2026 (SD)
2. Acknowledgement of Receipt Form	Potential Offerors	SD+10 days
3. Deadline to submit Written Questions	Potential Offerors	SD+12 days
4. Response to Written Questions	Procurement Manager	SD+18
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>SD+28 days</i>
6.* Proposal Evaluation	Evaluation Committee	SD+29 days to SD+39 days
7.* Finalize Contractual Agreements	EMNRD/Finalist Offerors	SD+40 days to SD+60 days
8.* Contract Awards	EMNRD/ Finalist Offerors	SD+60 to SD+70 days
9.* Protest Deadline	EMNRD	Contract Award +15 days

* Dates indicated in Events 2 through 12 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.

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico, Energy, Minerals and Natural Resources 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, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/ 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. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MDT on September 18, 2026 as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

The Questions and Answers will be posted to: <https://www.emnrd.nm.gov/sfd/requests-for-proposals-and-grants/>

5. 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 NO LATER THAN 3:00 PM 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 by the deadline set forth in this RFP.

*Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received 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.***

Proposals must be submitted electronically. Refer to Section III.B.1 for instructions. Proposals submitted by any other means, will not be accepted.

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

6. Proposal Evaluation

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

7. 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, EMNRD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

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

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The EMNRD CPO 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 EMNRD CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Miguel Gallegos
Chief Procurement Officer
Administrative Services Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Dr., 1st Floor
Santa Fe, NM 87505
(505) 695-3339

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with EMNRD which may derive from this RFP. EMNRD 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 EMNRD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by EMNRD. 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.1.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, EMNRD 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 EMNRD 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. EMNRD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

EMNRD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The EMNRD may or may not accept the alternative language. Alternative language is subject to the review and approval of the General Services Department, State Purchasing Division Contracts Review Bureau. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the EMNRD and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

16. Offeror's Terms and Conditions

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

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

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. EMNRD's Rights

EMNRD 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 EMNRD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or EMNRD 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 EMNRD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

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 EMNRD.

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 EMNRD'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 EMNRD, the Offeror acknowledges that the version maintained by the EMNRD shall govern. Please refer to: <https://www.emnrd.nm.gov/sfd/requests-for-proposals-and-grants/>

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>.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate Offeror, 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 EMNRD, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA THE FORESTRY DIVISION'S SMARTSHEET PORTAL IS PERMITTED

<https://app.smartsheet.com/b/form/019e6a1a8717719eb0cafa936591ea46>

The Offeror must completed all required fields directly within the Smartsheet form. The Technical Proposal, Cost Proposal, and Pass/Fail Requirements File are each required uploads and must be uploaded as separate files within the single Smartsheet upload box. All submissions must follow the requirements outlined below.

1. Electronic Submission Requirements

- a. **Follow all submission instructions** - Offerors must provide all required responses directly through the Smartsheet form fields. The Technical Proposal, Cost Proposal and Pass/Fail Requirements File must be uploaded as separate files and clearly labeled as "Technical Proposal", "Cost Proposal" and "Pass/Fail Requirements File" within the single Smartsheet upload box. Supporting documents requested within the RFP or Smartsheet form must be uploaded individually as prompted.
- b. **Complete proposal upload prior to submission deadline** - It is the Offeror's responsibility to ensure the Smartsheet form is fully completed, and that all required files are successfully uploaded before the deadline. Allow adequate time for large uploads. Any submission that is not (1) fully complete and (2) received by the Smartsheet portal by the deadline will be deemed late. Further, a submission that is

not fully complete and received 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.**

- c. Upload a single Technical Proposal, a single Cost Proposal, and single Pass/Fail Requirements File, unless a document exceeds 30 megabyte (MB). If needed, individual components of the Pass/Fail Requirements (the Signed Letter of Transmittal and the Signed Campaign Contribution Form) may be uploaded as separate files, provided each is clearly labeled. The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical, one Cost, and one Pass/Fail), as outlined in Sections III.B.2 through III.B.4. **EXCEPTION:** Single electronic files that exceed 30MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 30MB limit.
 - d. **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.c, above, requirements for uploading large files.
2. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Content and Organization**. All information for the Technical Proposal must be combined into a single file/document for uploading. *EXCEPTION: Single electronic files that exceed 30MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 30MB limit. The Technical Proposals SHALL NOT contain any cost information.*
- i. **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:
 - a) 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
 - b) 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 Proposals** – One (1) ELECTRONIC copy 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 30MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 30MB limit.*
4. **Pass/Fail Requirements File** – One (1) ELECTRONIC copy of the Pass/Fail Requirements, consisting of the Signed Letter of Transmittal and the Signed Campaign

Contribution Form. These documents may be combined into a single file or uploaded separately if needed, provided they are clearly labeled.

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

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. Table of Contents
2. Response to Contract Terms and Conditions (from Section II.C.15), if any
3. Offeror's Additional Terms and Conditions (from Section II.C.16), if any
4. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Mandatory Specifications
 - d. New Mexico/Native American Resident Preferences (if applicable)
 - e. New Mexico/Veteran Resident Preferences (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

Pass/Fail Requirements:

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Following issuance of a Notice to Proceed (NTP) letter and approved Purchase Order, the successful Offeror(s) shall be responsible for the following tasks and deliverables. All mapping products and deliverables shall be made using a NAD 1983 UTM Zone 13N Projection.

1. Update the statewide Wildfire Risk to Communities data layer created for the 2020 Forest Action Plan. The layer shall incorporate updated data sets and be delivered at the highest possible resolution using the methodology in Day et al., (2021).¹ Data shall be provided in the ESRI GRID format. Metadata should be inside data layer as well as compiled with other metadata described later in RFP in tabular or text format.
2. Create a complete database of forestry industry using existing data, gathering new information, and designing a template survey for industry to voluntarily update or add new information. Information shall include: business name, contact information, types of wood used, product lines. The Forestry Division will provide existing data from the 2023 Forest Industry map, statewide price agreements, and NM Tech and Navajo Tech's landowner and industry databases.
3. Design an objective Wildfire Mitigation Project Prioritization Model. The model will incorporate outputs from the required HVRA mapping under Section 3.b and wildfire-risk mapping under Section 1 to evaluate and maximize co-benefits. All analytics shall be compiled into standardized, replicable planning products that can be easily adjusted with additional input. The model shall:
 - a) quantify total merchantable timber and biomass availability,
 - b) assess forest and vegetation conditions, and
 - c) identify priority zones for treatment based on the feasibility of supply and the potential for meaningful reduction of wildfire risk to communities.
4. Provide full-coverage analyses and produce reports for nine Priority Landscapes, including priority community wildfire mitigation areas adjacent to priority landscapes. Reports shall be completed for each Priority Landscape identified in Exhibit A. EMNRD shall provide shapefiles of Priority Landscape boundaries that include adjacent buffer areas. Each report shall include:
 - a. Infrastructure and Woodshed Delineation: Delineate existing woodsheds by conducting an economical haul distance analysis of regional road networks, considering current and potential primary wood processing capacity.
 - b. Consistent High Valued Resource and Asset (HVRA) Mapping and valuation, with associated response functions. The Offeror should take advantage of existing datasets and/or develop other spatial data derivatives, map state-wide and generate analytics for:
 - Structures
 - Wildfire transmission to communities/structures
 - Utilities
 - Community mitigation buffers, utilizing the Forestry Division's Community Mitigation map

¹ Day, Michelle A.; Houtman, Rachel M.; Belavenutti, Pedro; Ringo, Chris; Ager, Alan A.; Bassett, Steve. 2021. An assessment of forest and woodland restoration priorities to address wildfire risk in New Mexico. Gen. Tech. Rep. RMRS-GTR-423. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 70 p. <https://doi.org/10.2737/RMRS-GTR-423>.

- Critical access roads
 - Critical access road conditions based on logging requirements
 - Communication infrastructure
 - Water infrastructure (e.g., drinking water systems, irrigation structures, and storage facilities)
 - Emergency service facilities
 - Waterbodies, rivers and streams
- c. Woodshed Investment Analysis and Reporting: Analyze the delineated woodsheds to quantify sustainable supplies of wood and biomass. The analysis will quantify mill-specific product availability, identify surplus wood supplies that could be sustained through active management, and classify woodsheds to drive investment into new, recently closed, or at-risk infrastructure.

Priority Landscape reports shall be prioritized according to the following sequence:

1. Enchanted Circle
 2. Rio Chama
 3. Sacramentos Mountains
 4. Southwest Jemez
 5. Zuni Mountains
 6. Santa Fe Fireshed
 7. East Mountains
 8. Northwest Gila
 9. Southern Gila
5. Provide a PDF summary report covering significant findings, patterns, opportunities, and challenges across all Priority Landscapes.
 6. Develop timber cruising assets to include:
 - a. A method for stand-level desktop analysis of mean stand conditions at 10-meter resolution to include the following data:
 - Mean Basal Area
 - Quadratic Mean Diameter
 - Mean Stem Density
 - Mean AGB (Gross Biomass Estimate)
 - Dominant Forest Type (based on Forest Inventory and Analysis (FIA) forest types)
 - Mean Volume (Sawtimber, Pulp, Sub-merchantable)
 - b. A field methodology for data validation. The methodology shall include timber cruise methods adaptable to FIA forest types applicable to New Mexico. The methodology shall include sample design and measurement protocols.
 7. Provide data packages for each priority landscape. Data Packages shall include:
 - a. 10-meter resolution raster data for the following metrics:
 - Basal Area

- Quadratic Mean Diameter
 - Stem Density
 - Aboveground Live Biomass
 - Relative Stand Density Index
 - Sawtimber Tons / Scribner Board Feet
 - Pulp Tons
 - Sub-merchantable (Biomass) Tons
- b. Narrative metadata for all resources provided to help stakeholders understand the data. Metadata should also be inside all layers provided. The Forestry Division will use the successful offeror's products to develop an interactive, web-based mapping platform that hosts all project outputs, including HVRA layers, wildfire-risk mapping, woodshed delineations, and Priority Landscape analysis results.

8. Deliverable Schedule:

Timeline (Post-NTP)	Deliverable	Description
Within 30 Days of NTP	1. Wildfire Risk Data Layer	Updated wildfire risk layer using Day et al. (2021) methodology and current datasets; delivered in required format with all specified fields. Forestry Division review: 2 weeks.
Within 30 Days of NTP	2. Forest Industry Database (Draft)	Initial compilation of existing datasets; draft survey instrument; preliminary database structure for review.
Within 60 Days of NTP	3. Project Prioritization Model (Prototype)	Initial model framework integrating updated wildfire risk layer and HVRA inputs; preliminary analytics demonstrating functionality.
Within 60 Days of NTP	4a. Enchanted Circle Priority Landscape Report (Pilot)	Full report including woodshed delineation, HVRA mapping, and investment analysis. Forestry Division review: 2 weeks. Vendor incorporates feedback to finalize template for remaining landscapes.
Within 90 Days of NTP	2. Forest Industry Database (Final)	Fully populated database with integrated existing and newly gathered information; final survey instrument.
Within 90 Days of NTP	3. Project Prioritization Model (Final)	Fully functional, documented, and replicable model; standardized planning products.

Within 90 Days of NTP	4b. Priority Landscape Reports (Landscapes 2–5)	Four complete reports following approved template, including woodshed delineation, HVRA mapping, and investment analysis.
Within 120 Days of NTP (Final Deadline)	4c. Priority Landscape Reports (Landscapes 6–9)	Remaining four Priority Landscape reports completed and delivered.
Within 120 Days of NTP (Final Deadline)	5. Summary Report	Synthesis of findings, patterns, opportunities, and challenges across all Priority Landscapes.
Within 120 Days of NTP (Final Deadline)	6. Timber Cruising Assets	Desktop analysis method (10-m resolution) and field validation methodology with sampling protocols.
Within 120 Days of NTP (Final Deadline)	7. Data Packages (Nine Priority Landscapes)	All required 10-m raster data and metadata; ready for integration into the Forestry Division’s interactive mapping.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of analytical products related to the management of natural resources. All services provided to private sector will also be considered. If offeror is submitting as a Joint Venture (JV), Offeror must clearly delineate all aspects of corporate experience by all parties involved.
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as all individuals involved in project management and/or direct development of deliverables described in section IV.A of this RFP. Offeror must include key personnel education, work experience, and relevant certifications/licenses.
- c) describe at least two project successes and failures of a similar natural resources mapping/analysis engagement. Include how each experience improved the Offeror’s services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years. If Offeror is submitting as a JV, a minimum of (3) external references must be provided for each of the parties involved.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications and relevant models used in analysis);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number (if any), and e-mail address.

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

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

Offeror must submit a technical proposal outlining its plan for completing work described in items 1-7 of Section IV.A, Detailed Scope of Work. The proposal must identify key staff contributing to each of items 1-7. For each item as necessary and relevant, the proposal should cover such topics as data sources, data collection, modelling techniques, analytical methods, proposed data product characteristics (for example raster data resolutions), and Offeror’s explanation for how their proposal supports the overall objectives of this RFP as described in Section I.A.

4. Desirable Specification

Offeror must submit a detailed narrative representing its ability to meet timelines identified in Item 8 (Deliverable Schedule) of Section IV.A, Detailed Scope of work. If Offeror is

unable meet timelines for delivery, Offeror must describe its specific limitations for meeting the delivery schedule and propose an alternate delivery schedule.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by total cost, including Gross Receipts Tax (GRT).

4. Resident Business or Resident Veterans Preference

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
Technical Specifications (600 Total Points)	
B.1 Organizational Experience	250
B.2 Organizational References	100
B.3 Mandatory Specification	150

B.4 Desirable Specification	100
Business Specifications (400 Total Points)	
C.1 Letter of Transmittal	Pass/Fail
C.2 Campaign Contribution Disclosure Form	Pass/Fail
C.3 Cost	400
TOTAL POINTS AVAILABLE	1,000*

Table 1: Evaluation Point Summary

* C.4: 80 additional points will be awarded to certified New Mexico / Native American Resident Offerors, and 100 additional points will be awarded to certified New Mexico / Native American Resident Veteran Offerors. Preferences may **not** be combined; offerors certified under both preferences will be awarded only 100 additional points.

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Staff and organizational experience in the following areas are relevant to this RFP:

- Knowledge of Quantitative Wildfire Risk Assessments (QWRAs) and the skill and ability to apply to agency programs/needs including quantifying eNVC across large, diverse areas on multiple High Value Risk Areas (HVRAs), measuring treatment effects on multiple HVRAs, and the delta of eNVC and treatment effects so outcomes can be predicted.
- Knowledge and experience characterizing vegetation composition and structure accurately and at scale in medium- to high-resolution, including land cover type, canopy characteristics, aboveground biomass, stocking, and timber inventory.
- Knowledge and skill in the spatial characterization of surface and canopy fuel for use in spatial fire modeling systems.
- Analyzing, and summarizing historical fire weather data.
- Analyzing and summarizing historical fire occurrence data to support wildfire hazard and risk assessments.
- Experience developing custom fire behavior modeling solutions, and expertise developing and applying custom fuel models, wind and moisture inputs.
- Knowledge and skill in the use of stochastic and deterministic wildfire simulation systems including FSim and FlamMap, to support wildfire hazard and risk assessments with cited accuracy measures.
- Experience with Lidar/remote sensing analysis and experience in analyzing complex remote sensing data for large-scale forestry projects.

- Experience in wildfire modeling and applying advanced wildfire simulation systems like FSim for quantitative risk assessments.
- Experience quantifying treatment effectiveness and modeling post-wildfire ecological and economic impacts in areas with and without treatment.
- Experience designing and managing enterprise-level geodatabases for complex environmental analysis.
- Experience with infrastructure and woodshed delineation, including spatial network and economic feasibility analysis.
- Experience with HVRA mapping and valuation and methods for identifying and assigning value to ecological and socioeconomic assets.
- Project management & reporting experience with large-scale state or federal contracts, demonstrating expertise in budget oversight, team leadership, and stakeholder communication.

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

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category (or 1/6 if Offeror submitted as a JV with two parties, etc.). Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, EMNRD reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section and the overall relevancy of the response to the purpose of this RFP. The Evaluation Committee will also weigh the specificity of Offeror's proposed approach to accomplishing each of the work described in items 1-7 described in Section IV.A, Detailed Scope of Work.

4. B.4 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will award full points for thorough and clear responses that convincingly demonstrate Offerors' ability to meet timelines identified in Item 8 (Deliverable Schedule) of Section IV.A, Detailed Scope of work. The Evaluation

Committee will deduct points from proposals that are incomplete or unclear. The Evaluation Committee will deduct greater amounts of points from proposals that do not commit to the delivery schedule according to the magnitude of deviation from the desired schedule.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

7. C.3 Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offeror's Total Project Cost}}{\text{Each Offeror's Total Project Cost}} \times \text{Available Award Points}$$

8. C.4. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

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.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

Wildfire Mapping and Woodshed Analysis
FD-27-001

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: Jacob Pederson

E-mail: Jacob.Pederson@emnrd.nm.gov

Subject Line: Wildfire Mapping and Woodshed Analysis

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (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: Michelle Lujan Grisham, 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)

STATE OF NEW MEXICO

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract EMNRD intends to use to make an award/awards. The State of New Mexico and EMNRD reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

**ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # _____**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

Following issuance of a Notice to Proceed (NTP) letter and approved Purchase Order, the successful Offeror(s) shall be responsible for the following tasks and deliverables. All mapping products and deliverables shall be made using a NAD 1983 UTM Zone 13N Projection.

1. Update the statewide Wildfire Risk to Communities data layer created for the 2020 Forest Action Plan. The layer shall incorporate updated data sets and be delivered at the highest possible resolution using the methodology in Day et al., (2021).² Data shall be provided in the ESRI GRID format. Metadata should be inside data layer as well as compiled with other metadata described later in RFP in tabular or text format.
2. Create a complete database of forestry industry using existing data, gathering new information, and designing a template survey for industry to voluntarily update or add new information. Information shall include: business name, contact information, types of wood used, product lines. The Forestry Division will provide existing data from the 2023 Forest Industry map, statewide price agreements, and NM Tech and Navajo Tech’s landowner and industry databases.

² Day, Michelle A.; Houtman, Rachel M.; Belavenutti, Pedro; Ringo, Chris; Ager, Alan A.; Bassett, Steve. 2021. An assessment of forest and woodland restoration priorities to address wildfire risk in New Mexico. Gen. Tech. Rep. RMRS-GTR-423. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 70 p. <https://doi.org/10.2737/RMRS-GTR-423>.

3. Design an objective Wildfire Mitigation Project Prioritization Model. The model will incorporate outputs from the required HVRA mapping under Section 3.b and wildfire-risk mapping under Section 1 to evaluate and maximize co-benefits. All analytics shall be compiled into standardized, replicable planning products that can be easily adjusted with additional input. The model shall:
 - d) quantify total merchantable timber and biomass availability,
 - e) assess forest and vegetation conditions, and
 - f) identify priority zones for treatment based on the feasibility of supply and the potential for meaningful reduction of wildfire risk to communities.
4. Provide full-coverage analyses and produce reports for nine Priority Landscapes, including priority community wildfire mitigation areas adjacent to priority landscapes. Reports shall be completed for each Priority Landscape identified in Exhibit A. EMNRD shall provide shapefiles of Priority Landscape boundaries that include adjacent buffer areas. Each report shall include:
 - a. Infrastructure and Woodshed Delineation: Delineate existing woodsheds by conducting an economical haul distance analysis of regional road networks, considering current and potential primary wood processing capacity.
 - b. Consistent High Valued Resource and Asset (HVRA) Mapping and valuation, with associated response functions. The Offeror should take advantage of existing datasets and/or develop other spatial data derivatives, map state-wide and generate analytics for:
 - Structures
 - Wildfire transmission to communities/structures
 - Utilities
 - Community mitigation buffers, utilizing the Forestry Division's Community Mitigation map
 - Critical access roads
 - Critical access road conditions based on logging requirements
 - Communication infrastructure
 - Water infrastructure (e.g., drinking water systems, irrigation structures, and storage facilities)
 - Emergency service facilities
 - Waterbodies, rivers and streams
 - d. Woodshed Investment Analysis and Reporting: Analyze the delineated woodsheds to quantify sustainable supplies of wood and biomass. The analysis will quantify mill-specific product availability, identify surplus wood supplies that could be sustained through active management, and classify woodsheds to drive investment into new, recently closed, or at-risk infrastructure.

Priority Landscape reports shall be prioritized according the following sequence:

- a) Enchanted Circle
- b) Rio Chama
- c) Sacramentos Mountains

- d) Southwest Jemez
 - e) Zuni Mountains
 - f) Santa Fe Fireshed
 - g) East Mountains
 - h) Northwest Gila
 - i) Southern Gila
5. Provide a PDF summary report covering significant findings, patterns, opportunities, and challenges across all Priority Landscapes.
 6. Develop timber cruising assets to include:
 - a. A method for stand-level desktop analysis of mean stand conditions at 10-meter resolution to include the following data:
 - Mean Basal Area
 - Quadratic Mean Diameter
 - Mean Stem Density
 - Mean AGB (Gross Biomass Estimate)
 - Dominant Forest Type (based on Forest Inventory and Analysis (FIA) forest types)
 - Mean Volume (Sawtimber, Pulp, Sub-merchantable)
 - b. A field methodology for data validation. The methodology shall include timber cruise methods adaptable to FIA forest types applicable to New Mexico. The methodology shall include sample design and measurement protocols.
 7. Provide data packages for each priority landscape. Data Packages shall include:
 - a. 10-meter resolution raster data for the following metrics:
 - Basal Area
 - Quadratic Mean Diameter
 - Stem Density
 - Aboveground Live Biomass
 - Relative Stand Density Index
 - Sawtimber Tons / Scribner Board Feet
 - Pulp Tons
 - Sub-merchantable (Biomass) Tons
 - b. Narrative metadata for all resources provided to help to help stakeholders understand the data. Metadata should also be inside all layers provided. The Forestry Division will use the successful offeror's products to develop an interactive, web-based mapping platform that hosts all project outputs, including HVRA layers, wildfire-risk mapping, woodshed delineations, and Priority Landscape analysis results.

Deliverable Schedule:

Timeline (Post-NTP)	Deliverable	Description

Within 30 Days of NTP	1. Wildfire Risk Data Layer	Updated wildfire risk layer using Day et al. (2021) methodology and current datasets; delivered in required format with all specified fields. Forestry Division review: 2 weeks.
Within 30 Days of NTP	2. Forest Industry Database (Draft)	Initial compilation of existing datasets; draft survey instrument; preliminary database structure for review.
Within 60 Days of NTP	3. Project Prioritization Model (Prototype)	Initial model framework integrating updated wildfire risk layer and HVRA inputs; preliminary analytics demonstrating functionality.
Within 60 Days of NTP	4a. Enchanted Circle Priority Landscape Report (Pilot)	Full report including woodshed delineation, HVRA mapping, and investment analysis. Forestry Division review: 2 weeks. Vendor incorporates feedback to finalize template for remaining landscapes.
Within 90 Days of NTP	2. Forest Industry Database (Final)	Fully populated database with integrated existing and newly gathered information; final survey instrument.
Within 90 Days of NTP	3. Project Prioritization Model (Final)	Fully functional, documented, and replicable model; standardized planning products.
Within 90 Days of NTP	4b. Priority Landscape Reports (Landscapes 2–5)	Four complete reports following approved template, including woodshed delineation, HVRA mapping, and investment analysis.
Within 120 Days of NTP (Final Deadline)	4c. Priority Landscape Reports (Landscapes 6–9)	Remaining four Priority Landscape reports completed and delivered.
Within 120 Days of NTP (Final Deadline)	5. Summary Report	Synthesis of findings, patterns, opportunities, and challenges across all Priority Landscapes.
Within 120 Days of NTP (Final Deadline)	6. Timber Cruising Assets	Desktop analysis method (10-m resolution) and field validation methodology with sampling protocols.

Within 120 Days of NTP (Final Deadline)	7. Data Packages (Nine Priority Landscapes)	All required 10-m raster data and metadata; ready for integration into the Forestry Division's interactive mapping.
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2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon timely and acceptable completion of deliverables listed in the table below, 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.**

Deliverables	Units	Unit Cost	Total Deliverable Cost
1. Wildfire Risk Data Layer	1		
1. Forest Industry Database	1		
2. Project Prioritization Model	1		
3. Priority Landscape Reports	9		
4. Summary Report	1		
5. Timber Cruising Assets	1		
8. Data Packages	9		
		Total Project Cost:	

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

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 **June 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has

been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

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

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

25. Authority.

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

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D

COST RESPONSE FORM

Offerors must complete the Cost Response Form below and provide:

- Unit costs for each deliverable listed below,
- Total costs for each deliverable (# Units x Unit Cost), and
- A total project cost (sum of Total Deliverable Costs).

Deliverables	# Units	Unit Cost	Total Deliverable Cost
1. Wildfire Risk Data Layer	1		
1. Forest Industry Database	1		
2. Project Prioritization Model	1		
3. Priority Landscape Reports	9		
4. Summary Report	1		
5. Timber Cruising Assets	1		
9. Data Packages	9		
Total Project Cost:			
Gross Receipts Tax (GRT) Rate:			
GRT Total:			
Total Project Cost with GRT:			

APPENDIX E

Letter of Transmittal Form

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

RFP#: FD-27-001

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 EMNRD, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.
____ Yes. Identify entity/-ies: _____

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

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

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Jacob.Pederson@emnrd.nm.gov by September 28, 2026 5:00pm MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # FD-27-001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

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

Name: Jacob Pederson
Email: Jacob.Pederson@emnrd.nm.gov

Forms must be submitted no later than September 28, 2026 5:00pm MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

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

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications and relevant models used in analysis)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: