

**NM ENVIRONMENT DEPARTMENT
DRINKING WATER BUREAU**

REQUEST FOR PROPOSALS (RFP)

**Professional Services for Capacity Development Assistance for
Public Water and Wastewater Systems
in the State of New Mexico**



RFP#

<15-667-00-0011>

Release: March 23, 2015

Submittals Due: April 14, 2015

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	1
B. BACKGROUND INFORMATION	1
C. SCOPE OF PROCUREMENT.....	2
I. GENERAL SCOPE OF WORK:.....	2
II. CONTRACTOR SERVICES REQUEST PROCESS:	2
III. REPORTING REQUIREMENTS:	2
IV. BILLING REQUIREMENTS:	3
V. STANDARD DWB FORMS FOR CONTRACTOR COMMUNICATION:	5
VI. CAPACITY DEVELOPMENT SERVICES:.....	5
D. PROCUREMENT MANAGER	13
E. DEFINITION OF TERMINOLOGY	14
F. PROCUREMENT LIBRARY	16
II. CONDITIONS GOVERNING THE PROCUREMENT	18
A. SEQUENCE OF EVENTS.....	18
B. EXPLANATION OF EVENTS	18
1. Issuance of RFP.....	18
2. Distribution List Response Due	18
3. Pre-Proposal Conference	19
4. Deadline to Submit Written Questions.....	19
5. Response to Written Questions	19
6. Submission of Proposal.....	19
7. Proposal Evaluation.....	20
8. Selection of Finalists	20
9. Best and Final Offers	20
10. Oral Presentations.....	20
11. Finalize Contractual Agreements	20
12. Contract Awards.....	21
13. Protest Deadline	21
C. GENERAL REQUIREMENTS.....	21
1. Acceptance of Conditions Governing the Procurement.....	21
2. Incurring Cost	21
3. Prime Contractor Responsibility	22
4. Subcontractors/Consent.....	22
5. Amended Proposals.....	22
6. Offeror's Rights to Withdraw Proposal	22
7. Proposal Offer Firm	22
8. Disclosure of Proposal Contents	22
9. No Obligation	23
10. Termination.....	23
11. Sufficient Appropriation	23
12. Legal Review.....	23
13. Governing Law.....	24
14. Basis for Proposal	24
15. Contract Terms and Conditions	24
16. Offeror's Terms and Conditions.....	24
17. Contract Deviations.....	24
18. Offeror Qualifications.....	25
19. Right to Waive Minor Irregularities.....	25
20. Change in Contractor Representatives	25
21. Notice of Penalties.....	25
22. Agency Rights.....	25

23.	<i>Right to Publish</i>	25
24.	<i>Ownership of Proposals</i>	26
25.	<i>Confidentiality</i>	26
26.	<i>Electronic mail address required</i>	26
27.	<i>Use of Electronic Versions of this RFP</i>	26
28.	<i>New Mexico Employees Health Coverage</i>	26
29.	<i>Campaign Contribution Disclosure Form</i>	27
30.	<i>Pay Equity Reporting Requirements</i>	27
31.	<i>Disclosure Regarding Responsibility</i>	28
III.	RESPONSE FORMAT AND ORGANIZATION	30
A.	NUMBER OF RESPONSES	30
B.	NUMBER OF COPIES	30
C.	PROPOSAL FORMAT	30
1.	<i>Proposal Content and Organization</i>	30
2.	<i>Letter of Transmittal</i>	31
IV.	SPECIFICATIONS	32
A.	SCOPE OF WORK.....	32
	DETAILED SCOPE OF WORK IS DESCRIBED IN PART I SECTION C: SCOPE OF PROCUREMENT.....	32
B.	TECHNICAL SPECIFICATIONS	32
1.	<i>Organizational Experience</i>	32
2.	<i>Organizational References</i>	32
3.	<i>Oral Presentation</i>	33
4.	<i>Mandatory Specification</i>	33
5.	<i>Desirable Specification</i>	35
C.	BUSINESS SPECIFICATIONS	37
1.	<i>Cost</i>	37
2.	<i>Resident Business or Resident Veterans Preference</i>	38
3.	<i>Financial Stability</i>	38
4.	<i>RESERVED</i>	38
5.	<i>Letter of Transmittal Form</i>	38
6.	<i>Campaign Contribution Disclosure Form</i>	38
7.	<i>Employee Health Coverage Form</i>	38
8.	<i>Pay Equity Reporting</i>	38
V.	EVALUATION	39
A.	EVALUATION POINT SUMMARY	39
D.	EVALUATION FACTORS.....	39
1.	<i>B.1 Organizational Experience (See Table 1)</i>	39
2.	<i>B.2 Organizational References (See Table 1)</i>	39
3.	<i>B. 3 Oral Presentation (See Table 1)</i>	40
4.	<i>B.4.Mandatory Specifications</i>	40
5.	<i>B.5. Desirable Specifications</i>	40
6.	<i>C.1 Cost (See Table 1)</i>	40
7.	<i>C.3. Financial Stability (See Table 1)</i>	40
8.	<i>C.4. Performance Bond (See Table 1)</i>	40
9.	<i>C.5. Letter of Transmittal (See Table 1)</i>	40
10.	<i>C.6. Campaign Contribution Disclosure Form (See Table 1)</i>	40
11.	<i>C.7. Employee Health Coverage Form (See Table 1)</i>	40
12.	<i>C.8. Pay Equity Reporting (See Table 1)</i>	41
E.	EVALUATION PROCESS	41

APPENDIX A42

ACKNOWLEDGEMENT OF RECEIPT FORM.....42

APPENDIX B44

CAMPAIGN CONTRIBUTION DISCLOSURE FORM44

APPENDIX C48

APPENDIX D62

COST RESPONSE FORM62

APPENDIX E.....68

APPENDIX F.....70

LETTER OF TRANSMITTAL FORM70

APPENDIX G72

ORGANIZATIONAL REFERENCE QUESTIONNAIRE.....72

APPENDIX H76

RESIDENT VETERANS CERTIFICATION76

RESIDENT VETERANS PREFERENCE CERTIFICATION77

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a multi-term contract through competitive negotiations for the procurement of professional services to provide capacity development training and assistance to public water and wastewater systems in New Mexico.

The New Mexico Environment Department (NMED) Drinking Water Bureau (DWB) is requesting proposals in order to select qualified contractors for the following capacity development services throughout the State of New Mexico. Due to the extensive need for these services throughout the state, a multiple source award will be necessary and made pursuant to Section 83 [13-1-110 NMSA 1978] of the Procurement Code.

B. BACKGROUND INFORMATION

The 1996 Amendments to the Safe Drinking Water Act (SDWA), Section 1452, created the Drinking Water State Revolving Loan Fund (DWSRF) program. The DWSRF is a multifaceted tool for states to use in achieving the public health protection objectives of SDWA. States operate their own DWSRF programs and receive annual capitalization grants from EPA which they use to support low interest loans and other types of assistance to public water systems. In many cases, small systems may not be able or eligible to apply for loan assistance through the DWSRF due to lack of technical, financial, or managerial capacity. In these cases, small systems may benefit from extra technical, managerial and financial assistance provided through the DWSRF set asides to achieve the compliance and capacity levels required for a DWSRF loan.

The NMED is the primacy agency that administers the DWSRF program in New Mexico and enforces compliance with the Safe Drinking Water Act for public water systems (PWS or system) in the state. In addition to providing assistance to PWSs to develop technical, managerial and financial capacity to be compliant with federal and state regulations, become eligible for the loan program and complete the funding requirements; the DWB provides assistance to communities for long-term sustainable planning such as source water protection and developing an asset management program, as well as addressing more urgent practical planning needs such as emergency response and sample siting plans. The DWB's Capacity Development Strategy defines the various objectives of the Bureau to build capacity and improve the long-term sustainability of the water sources, infrastructure, system management and operations, and therefore improve the sustainability of the community as a whole.

The NMED Technical Assistance & Planning Fund is a State fund that supports the capacity development assistance items offered in this scope of work. These State funds will assist PWSs in building capacity to become sustainable for the long term as well. It is the intention of the DWB to work with communities to have safe, cost effective water infrastructure and utility management practices. This objective can often require addressing capacity development for drinking and wastewater comprehensively, especially in recent years of increasing frequency of water shortages and increased interest in public utility water reuse and recycling.

C. SCOPE OF PROCUREMENT

I. GENERAL SCOPE OF WORK:

The Contractor will perform statewide assistance and training services for PWSs and public wastewater systems in New Mexico upon request by the DWB. The Contractor will not bill the PWSs for the work performed at the request of the DWB. Assistance will be provided to return PWSs to compliance with the SDWA and build the capacity of systems for long-term fundability and sustainability. There will be no guarantee of work issued by DWB upon acceptance of the price agreement, but work will be issued based on the needs and consent of PWSs in the state to receive capacity development services paid for by DWB. The Contractor shall not subcontract any portion of this agreement without the prior written approval of the DWB Contract Manager as described in the General Requirements Section.

The Contractor is expected to act in a professional manner at all times. The Contractor or its agents that are found by the DWB to discuss, describe, or refer to the DWB in a manner that is less than professional, as determined by the DWB, may have their services terminated, as provided for under "Termination" in the contract.

II. CONTRACTOR SERVICES REQUEST PROCESS:

The DWB will complete capacity assessments with the PWSs and develop a work plan based on individual comprehensive needs. Once a PWS agrees to address a capacity deficiency and accepts DWB assistance, an email with a specific work order requesting services will be sent to the Contractor's identified contact requesting specific services for a particular system. A specific email will be developed for Contractor correspondence (NMENV-DWBCapDevContract@state.nm.us) to simplify communication.

The Contractor will respond to work order requests by reply email to all DWB requests for assistance within 72 hours. If a Contractor is available and agrees to provide emergency services to DWB, the requests will be indicated as such by email and phone and responses will be required within 24 hours. If a situation arises that the Contractor cannot respond within the required time frame, the Contractor must immediately notify the DWB Contract Manager. Non-emergency services may be scheduled on a longer time frame at the discretion of the DWB. For example water audits may be scheduled for times when there is a lull in activity for more essential services.

Once the Contractor has accepted the request for services work order, the Contractor will be expected to reach out to the PWS that has consented to receive services within one week to set a schedule for assistance. Once assistance is scheduled, the Contractor should send an email to DWB confirming that assistance has commenced. To ensure quality assurance, all assistance provided will follow the quality control guideline documents as listed in the Menu of Services and posted at <http://www.nmenv.state.nm.us/dwb/assistance/CapacityAssistanceContracts.htm>.

III. REPORTING REQUIREMENTS:

The Contractor shall submit deliverables reported in accordance with the Scope of Work Section VI Capacity Development Services below for each type of service requested. Invoices should be submitted monthly for approval and payment. A standard template cover letter for deliverable

submittals to the Contract Manager will be distributed as described in the Scope of Work Section V Forms. Documentation explaining any rejection of a deliverable will be provided to the Contractor within 30 days of the submittal or the deliverable submittal will be deemed as accepted by DWB for payment. A specific email has been developed for Contractor correspondence (NMENV-DWBCapDevContract@state.nm.us) to simplify communication and deliverable submission.

The Contractor will keep daily reports of services rendered, site visits made, communications with the PWS, and communication with DWB staff. This information will be maintained at Contractor's office and made available to the DWB, upon request.

The Contractor shall be available to attend quarterly meetings with the DWB at least by phone, to coordinate assistance assignments and water system progress. These will be routine meetings with all assistance providers that will be set at least two weeks in advance. DWB may request additional meetings with the Contractor as needed.

The Contractor shall provide by July 1 of each year that the contract is in place, a brief annual report of services provided to DWB, indicating which services have been requested, accepted, complete, payment from DWB received, as well as those services still pending completion.

The Contractor may be required to supply periodic and/or ad hoc specialized reports to meet the information requirements of the DWB and US EPA, as requested in writing by the DWB. The Contractor will be given at least 14 days to fulfill the report request, where any ad hoc report requests must be filled within 30 days of the request from DWB.

IV. BILLING REQUIREMENTS:

The Contractor shall not collect any additional fees from any other party for services provided in this agreement. Services will be provided at the direction of the DWB.

Invoices for services must be submitted monthly to DWB. Invoicing format must meet the requirements of the Contract Specialist. DWB Contract Specialist contact information:

Kathy Romero
PO BOX 5469
Santa Fe, NM 87502-5469
(505) 476-8722
kathya.romero@state.nm.us

Complete deliverables must be submitted as described in the Scope of Work Section VI Capacity Development Services and certified as accepted by the Contract Manager or designee. A specific email will be developed for Contractor correspondence (NMENV-DWBCapDevContract@state.nm.us) to simplify communication. DWB Contract Manager can also be reached directly with the following contact information:

Danielle Shuryn
PO BOX 5469
Santa Fe, NM 87502-5469
(505)476-8637
danielle.shuryn@state.nm.us

The Contract Manager or designee that has requested services of the Contractor will assess the quality of the deliverable and determine, at a minimum, that the deliverable:

1. Meets the objective of the work order service request;
2. Complies with the deliverable requirements as defined in the scope of work;
3. Complies with the terms and conditions of the price agreement;
4. Meets or exceeds the deliverable criteria standards and procedures as defined in the scope of work.

Deliverable Acceptance Process: If the deliverable is deemed acceptable by the Contract Manager, and the invoicing is deemed acceptable by the Contract Specialist, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DWB shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein within thirty (30) business days from the date the Contract Specialist receives the payment invoice.

All invoices for completed deliverables must be received by the Contract Specialist no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered and the deliverable completed. **Invoices received after July 15 for deliverables completed in the previous fiscal year (ending June 30th) will not be paid.**

Deliverable Rejection Process: If DWB has not received the deliverable or if the deliverable does not meet expectations, the invoice will be rejected. Unless the Contract Specialist or Contract Manager gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted.

1. If the deliverable is deemed unacceptable, the Contract Manager will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date of the submittal.
2. Upon rejection and receipt of comments, the Contractor will have thirty (30) business days to resubmit the deliverable to the Contract Manager with all appropriate corrections or modifications made.
3. The Contract Manager will again determine whether the deliverable is acceptable under quality assurance, and provide a written determination within thirty (30) business days of receipt of the deliverable.
4. If the deliverable is once again deemed unacceptable under quality assurance and thus rejected, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity.

In the event that a deliverable must be resubmitted more than three times for acceptance, or rejection process timelines were not met and extensions were not requested, the Contractor shall be deemed as in breach of this agreement. The DWB may cancel the services request, may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, the DWB may terminate this agreement.

The DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

V. STANDARD DWB FORMS FOR CONTRACTOR COMMUNICATION:

The following standard forms will be developed and distributed to simplify communication between the Contract Manager and the Contractor. Other forms can be developed by DWB upon the request of the Contractor and approval of the Contract Manager.

1. Work Order Request for Services Form: this will specify the services requested and any supplemental information that is required to complete the service request.
2. Evaluation Form: this will be used upon request of DWB to gage the water or wastewater system's experience with the Contractor.
3. Deliverable Submittal & Certification Form: this will be used as a cover letter to submit, approve and reject contract deliverables as required.
4. System Consent for Services Form: this will be used to communicate the services that the water or wastewater system has agreed to receive and participate in as funded by DWB.
5. Invoice Format: a standard example of invoice format will be provided that meets DWB requirements.

VI. CAPACITY DEVELOPMENT SERVICES:

Specifically, there are five types of capacity development assistance categories described in the *Table 1: Menu of Services* listed below, which identify different types of training resources in the various technical, managerial, financial, and planning topics. DWB will review and certify completed deliverables that are submitted, for the approval of invoice payment. To ensure consistent quality, guidance documents and templates as listed in the Menu of Services will be utilized as quality control standards for all deliverables submitted by the Contractor in order to be approved for payment. These documents will be available at

<http://www.nmenv.state.nm.us/dwb/assistance/CapacityAssistanceContracts.htm>. The descriptions of the training types and the *Table 1: Menu of Services*, are:

1. Classroom Trainings: Contractor will provide either a full 6 hour course or short 3 hour course to multiple nearby water and wastewater systems, to be held in a location determined and scheduled by the Contractor. The Contractor will work with DWB to receive an updated contact list in order to ensure that all nearby systems are invited to the trainings. DWB shall receive training dates, locations and presentation materials two weeks in advance of the training occurring, in order to approve the presentation, post notice on the website and allow DWB staff to attend trainings as needed. All materials necessary to hold the trainings are required to be provided by the Contractor. DWB can assist the Contractor in identifying classrooms with computers for attendees as needed for managerial trainings that generate system specific reports such as the

Consumer Confidence Report. Standard audience evaluations of the Contractor will be utilized upon request of DWB and specified in the work order request for services.

Work order requests for classroom trainings will include: the general location, city or town, topic, long or short course, and the relevant item number from the contract Menu of Services. Broad training topics are specified in the categories described on the *Table 1: Menu of Services*.

Specific course curriculum for requested trainings must be submitted to DWB for approval prior to holding the classroom training. Some topics, such as basic board training will have specific curriculum topics required to be included in order to meet the Sanitary Projects Act requirements for Mutual Domestic Water Consumers Associations (NMAC 20.12.2).

Technical courses should meet requirements for continuing education units (CEUs), which are issued by the New Mexico Certified Utility Operator Program. The Contractor will be responsible for following the Surface Water Quality Bureau procedures to issue CEUs to the attendees (NMAC 20.7.4). Technical courses should collect the current certification level of course attendees on the sign in sheet for each course offered.

Board training (managerial and financial course) attendees should be issued NMED DWB certifications on site of the training upon course completion. Certifications of training must include but is not limited to, the course title, number of credit hours completed, date, system name, and attendee name. Board training certificate templates will be provided by DWB. Managerial and financial courses should collect the position (Board President, Secretary, Member, etc.) of the attendees on the sign in sheet for each course offered.

The Contractor will upon completion of the course, submit the date, time, duration, topics, DWB curriculum approval date, location, trainer name(s), sign in sheets or list of attendees with associated water system name and evaluation forms when requested relevant to the course for certification of the deliverable as complete for invoicing purposes.

2. Individual Onsite Assistance – Deliverable Based: Contractor will provide individual assistance to public water systems to complete required documentation as requested by DWB. Work order requests for deliverable based onsite assistance will include: the system name, the item number from the contract menu of services to be assisted with, and the specific documents that are expected to be drafted as a result of the onsite visits with the system. Timeframes may be requested to accomplish a system particular goal, but timeframes in document completion are often dependent on the system's availability, therefore the duration between the request and deliverable submittal will not be a condition for invoice payment.

Upon completion of the draft documentation requested, the Contractor will submit the requested draft document with a signed approval letter from the system agreeing to the contents of the draft. Document finalization and approval will always be up to the governing rules of the public water or wastewater system and will not be considered part of the assistance deliverable. Invoice payment will be made upon DWB certification of the document draft and of the system approval of draft content.

3. Individual Onsite Assistance – Hourly Rate: Contractor will provide individual assistance to public water and wastewater systems to develop necessary process controls, asset management programs, establish basic capacity levels, assist in returning to compliance with state or federal regulations, or any of the hourly rate deliverables described in the *Table 1: Menu of Services*.

Work Order requests for hourly rate based onsite assistance will include: the system name agreeing to be assisted, the item number from the contract menu of services to be assisted with, the specific objective of the assistance provided, any specific tasks to be completed, and a maximum number of hours of assistance to be provided to the system to complete the request.

The Contractor shall note that under this assistance activity there shall be no services performed by the selected Contractor to complete operation and maintenance activities such as repairing broken equipment. The Contractor may show the water system operator how to repair the equipment as a training exercise. However, actually fixing equipment is not included in this contract and the Contractor will not be reimbursed for actually performing any operation and maintenance activities on the water system.

Upon completion of the maximum number of hours assigned in the work order or the completion of the objective of assistance, the Contractor will submit a report of the assistance provided during the total hours invoiced, including but not limited to the name of the person assisted, time and dates of onsite assistance, tasks completed, relative line item from contract, the objectives of the assistance and when it is applicable, an estimate of any additional hours of assistance that will be necessary to complete the objective.

4. Community Meeting Facilitation with Presentation on Requested Topic: Contractor will provide up to 4 hours of community meeting facilitation services including a minimum 30 minute presentation on a topic requested, such as the importance of source water protection, or the local need to raise utility rates.

Work order requests for community meeting facilitation with a presentation will include: the water system or public body holding the meeting including a contact person, a DWB contact for the meeting, an intended location for the meeting, a contact for the person responsible to prepare the meeting agenda, a presentation request with any specific information to be reviewed, i.e. local or state information to be shared, and any other specific requests for the meeting.

Meeting facilitation will include assisting with securing a meeting location if necessary, being available to meet by phone with the system, governing body, and/or NMED prior to the meeting for preparation, following an agenda during the meeting approved by the water system or DWB to facilitate discussion, feedback and make sure that all agenda items are addressed and proper meeting rules are followed. The Contractor shall seek the presentation approval of the meeting contacts in the request for services prior to the meeting being held. The Contractor will provide feedback to DWB on the meeting once it is complete, specifically whether it met the goals of the agenda. The Contractor must be well versed in the statutory requirements of the Open Meetings Act, NMSA 10-15-1 (1978), et seq, the Sanitary Projects Act, 3-29-1 (1978), et seq, as well as formal public meeting practices and procedures.

Upon completion of the meeting, the Contractor will submit to DWB a copy of the meeting minutes, an evaluation form completed by the meeting contact from the work order request for services, a brief report on whether the meeting met the objectives of the agenda or the date and time of the debrief meeting, and a copy of the approved presentation for certification of the deliverable and invoice payment.

5. Community Meeting Facilitation without Presentation: Contractor will provide up to 4 hours of community meeting facilitation services. Requests for community meeting facilitation without a presentation will include: the water system or public body holding the meeting with a contact person, a DWB contact for the meeting, an intended location for the meeting, a contact for the person responsible to prepare the meeting agenda, and any other specific requests for the meeting.

Meeting facilitation will include assisting with securing a meeting location if necessary, being available to meet by phone with the system, governing body, and/or NMED prior to the meeting for preparation, following an agenda during the meeting approved by the water system or DWB to facilitate discussion, feedback and make sure that all agenda items are addressed and proper meeting rules are followed. The Contractor will provide feedback to DWB on the meeting once it is complete, specifically whether it met the goals of the agenda. The Contractor must be well versed in the statutory requirements of the Open Meetings Act, NMSA 10-15-1 (1978), et seq, the Sanitary Projects Act, 3-29-1 (1978), et seq, as well as formal public meeting practices and procedures.

Upon completion of the meeting, the Contractor will submit the meeting minutes, a brief report on whether the meeting met the objectives of the agenda or the date of the debrief meeting, and an evaluation form completed by the meeting contact from the request for services to DWB for certification of the deliverable and invoice payment.

6. Table 1: Capacity Development Menu of Services:
The following Menu of Services includes a unique item number, description of the deliverable, the list of guidance documents for each item that will be linked to actual documents online at <http://www.nmenv.state.nm.us/dwb/assistance/CapacityAssistanceContracts.htm>, and the deliverable quantity category as described in the scope of work.

Capacity Development Assistance Menu of Services			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
1	Comprehensive System Technical, Managerial and Financial Capacity Assessment	NMED Capacity Assessment Templates	Each assessment: Deliverable based Individual onsite assistance; paid upon completion
Technical Assistance			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category

2	SDWA compliance monitoring sample plan development	NMED sample plan templates	Each Plan: Deliverable based Individual onsite assistance; paid upon completion
3	Establish Comprehensive Contract with Certified Operator	NMED certified operator contract services template; NMAC 20.7.2	Each Contract: Deliverable based Individual onsite assistance; paid upon completion
4	Development of an Operations and Maintenance Plan	NMED O&M Manual Template	Each Plan: Deliverable based Individual onsite assistance; paid upon completion
5	Development of a system map: all facilities and service area; electronic and hard copy deliverable	NMED System Map Description	Each Map: Deliverable based Individual onsite assistance; paid upon completion
6	Achieve compliance with the SDWA - Correction of Sanitary Survey Deficiencies & Violations	40 CFR 141; NMAC 20.7.10	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
7	Correctional Certified Operator Services	NMED certified operator contract services template; NMAC 20.7.2	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
8	Revised Total Coliform Rule Level 2 Assessment	NMED RTRC Assessment Procedures	Each assessment: Deliverable based Individual onsite assistance
9	Classroom Technical Training; short 3 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 3 hour course; Classroom training; paid upon completion
10	Classroom Technical Training; long 6 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 6 hour course; Classroom training; paid upon completion
11	Initial Water Loss Audit and identification of leak location	EPA & AWWA guidance	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion
12	WATER LOSS CONTROL PROGRAM DELIVERABLES: water audit/leak data; condition assessment; solution action plan; benchmark evaluations	EPA & AWWA guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
13	Energy Efficiency Initial Audit	EPA energy efficiency guide	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion

14	Energy Efficiency Program Development	EPA energy efficiency guide	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
Managerial and Financial Assistance			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
15	BASIC MANAGERIAL CAPACITY DELIVERABLES: may include at a minimum, the development of any required governing documents such as Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Open Meetings Act Resolution, establishing an EIN or DUNS number, creating written job descriptions for all staff, and a complete member list.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
16	Assistance with the establishment of good standing with the Secretary of State, Office of the State Engineer water rights compliance, Sanitary Projects Act compliance	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
17	BASIC FINANCIAL CAPACITY DELIVERABLES: may include at a minimum, assistance with Audit Act compliance, development of an annual operating budget, 5 year financial plan, balance sheet for 3 years, list of current delinquencies, compliance with Tax and revenue, GRT, and Water Conservation Fee payment, property, liability, and fidelity insurance, basic rate review, list of all debt capacity.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
18	Basic Board Training - 6 hour course meeting minimum NMED topic requirements	NMED Course Approval; Required board training topics	Each 6 hour course; Classroom training paid upon completion
19	Advanced Board or other managerial or financial training topics: Additional approved course topics (short 3 hour course)	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion

20	Facilitate or Coordinate a Regionalization Agreement	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
21	Facilitation of public meetings without presentation	NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion
22	Facilitation of public meetings with presentation	NMED presentation approval; NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion
23	Rate Study, rate schedule and financial policy development	EFC guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
Source Water and Wellhead Protection Program Development			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
24	Source Water Protection Community Meeting Facilitation for 2 meetings (intro and exit)	NMED guidance	TWO each meeting facilitation with presentations; paid upon completion
25	Technical groundwater level monitoring training & indicators of changes in water production levels	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
26	Source Water and Wellhead Protection Plan for groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
27	Source Water and Wellhead Protection Plan for a surface water and groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
28	Development of Water Conservation Policies	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
29	Development of an Emergency Response Plan including a practice emergency event	NMED template	Each plan plus practice event; Deliverable based onsite assistance; paid upon completion
30	Drought Contingency Plan	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
Sustainable Water Infrastructure Project Readiness Assistance			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category

31	Development of an Infrastructure Capital Improvement Plan (ICIP)	DFA guidelines	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
32	PROJECT FINANCIAL PLAN: Determine project match requirements, 3 years of financials, i.e. profit- loss or bank audited statements, list all debt and holders	Funding Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
33	COMPLETE A FUNDING APPLICATION: may include at a minimum assistance to prepare required documentation; Complete MHI Survey if needed; Establish a Resolution/Ordinance from the Board/Governing Body authorizing the Loan and identifying the source of repayment	Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
34	Training course on infrastructure project management and planning such as how to RFP/hire and engineer; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion
Asset Management (AM) Program Development			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
35	Classroom training on Principles of Asset Management; 6 hour course	NMED Course Approval	Each 6 hour course; Classroom training paid upon completion
36	Classroom training on Principles of Asset Management; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion
37	AM Part 1: ASSET INVENTORY DELIVERABLES including a list of assets; asset condition assessment; remaining life of useful assets; asset replacement value; map of assets	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
38	AM Part 2: LEVEL OF SERVICE DELIVERABLES including Level of Service Agreement; Performance Measures	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
39	AM Part 3: CRITICAL ASSET & PRIORITIZATION DELIVERABLES including Criticality Analysis; Priority List	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order

40	AM Part 4: LIFE CYCLE COSTING DELIVERABLES including O&M program; Repair/Replacement schedule; Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
41	AM Part 5: LONG TERM FUNDING STRATEGY 5 Year Financial Plan; Funding Strategy for Repair and Replacement Schedule; Funding Strategy for Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
42	AM Project Financial Plan: Determine project based Increases in Annual Operating Costs	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
43	AM Project Phasing Plan: Determine detailed Project Phase Schedules	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion

D. PROCUREMENT MANAGER

1. DWB 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: Peggy Cooke, Procurement Manager
Address: NMED Drinking Water Bureau
PO BOX 5469
Santa Fe, NM 87502-5469
Telephone: (505) 476-8646
Fax: (505)476-8656
Email: peggy.cooke@state.nm.us

2. All deliveries of responses via express carrier (please do not send via US Postal Service) must be addressed as follows:

Name: Peggy Cooke & NMED Representative
Reference RFP Name: Professional Services for Capacity Development Assistance for Public Water and Wastewater Systems in the State of New Mexico; RFP #15-667-00-0011

Address: NMED Drinking Water Bureau
1190 St. Francis Drive Suite S-2051(second floor)
Santa Fe, NM 87505

3. **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 NMED. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered.

E. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

“Contract Manager” means the representative from the NM Environment Department Drinking Water Bureau staff responsible for approving and managing the contract deliverables.

“Contract Specialist” means the NM Environment Department Drinking Water Bureau staff responsible for approving and paying invoices.

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

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

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

“DFA” means the NM Department of Finance and Administration.

“DWB” means NM Environment Department Drinking Water Bureau

“EPA” means the Environmental Protection Agency

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

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

“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.

“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.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

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

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

“NMED” means the New Mexico Environment Department

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

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

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

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

“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.

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

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” 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.

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

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

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

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

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

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:
<http://www.nmenv.state.nm.us/dwb/assistance/CapacityAssistanceContracts.htm>.

Code of Federal Regulation 40CFR§ 141; National Primary Drinking Water Regulations

New Mexico Drinking Water Regulations (NMAC 20.7.10)

Utility Operator Certification Regulations (NMAC 20.7.4)

Sanitary Projects Act, 3-29-1 (1978), *et seq*

Sanitary Projects Act Board of Director Training Requirements (NMAC 20.12.2)

Open Meetings Act, NMSA 10-15-1 (1978), *et seq.*

The specific documents describing the deliverable format, method and templates requirements for line item deliverables that are described in the Table 1: Menu of Services will be available at the NMED website <http://www.nmenv.state.nm.us/dwb/assistance/CapacityAssistanceContracts.htm>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	NMED	March 23, 2015
2. Distribution List	Agency	April 3, 2015
3. Pre-Proposal Conference	Agency	April 6, 2015
4. Deadline to submit Questions	Potential Offerors	April 8, 2015
5. Response to Written Questions	Procurement Manager	April 10, 2015
6. Submission of Proposal	Potential Offerors	April 14, 2015
7. Proposal Evaluation	Evaluation Committee	April 15-22, 2015
8. Selection of Finalists	Evaluation Committee	April 23, 2015
9. Best and Final Offers	Finalist Offerors	April 24, 2015
10. Oral Presentation(s)	Finalist Offerors	April 27, 2015
11. Finalize Contractual Agreements	Agency/Finalist Offerors	April 28-30, 2015
12. Contract Awards	Agency/ Finalist Offerors	May 1, 2015
13. Protest Deadline	Agency	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Environment Department Drinking Water Bureau on **March 23, 2015**.

2. Distribution List Response Due

Potential Offerors should hand deliver, return by email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by **3:00 pm** MST or MDT on **April 3, 2015**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at **1:00PM** Mountain Standard Time/Daylight Time in the Runnels Building Auditorium 1190 St Francis Dr. Santa Fe NM. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **5:00PM** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.nmenv.state.nm.us/NMED/RFP/>.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **April 14, 2015**.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Professional Services for Capacity Development Assistance for Public Water and Wastewater Systems in the State of New Mexico < 15-667-00-0011 >. Proposals submitted by facsimile, or other electronic means will not be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and NMED.

11. Finalize Contractual Agreements

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

12. Contract Awards

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

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

13. Protest Deadline

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

Protest Manager: Jennifer Hower
 Office of General Counsel
 PO BOX 5469
 Santa Fe, NM 87502-5469

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for 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

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
 - i. confidential financial information concerning the Offeror's organization;
 - ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
 - iii. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 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. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

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 <http://www.insurenewmexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Pay Equity Reporting Requirements

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. 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;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
 - iii. 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.
 - i. 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.
 - ii. 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.
 - iii. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors should deliver:

- One (1) ORIGINAL and one (1) HARD COPY of Binder 1 (Technical Proposal); ORIGINAL and COPY shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.
- One (1) ORIGINAL and one (1) HARD COPY of Binder 2 (Cost Proposal); ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from Binder 1.
- One (1) electronic version/copy of the proposal containing ONLY the Technical Proposal. This copy must not contain any Cost information.
- One (1) electronic version/copy of the Cost Proposal.
- All Confidential Information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Technical proposals should not be more than 25 pages in length.

1. Proposal Content and Organization

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

Technical Proposal (Binder 1):

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
- e) Response to Contract Terms and Conditions

- f) Offeror's Additional Terms and Conditions
- g) Signed Campaign Contribution Form
- h) Signed Employee Health Coverage Form
- i) Resident Vendor or Resident Veteran Certificate (If applicable)
- j) Resident Veterans Preference Certification (If applicable)
- k) Other Supporting Material (Optional)

Cost Proposal (Binder 2):

- a) Completed Cost Response Form

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

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

2. Letter of Transmittal

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

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

IV. SPECIFICATIONS

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

A. SCOPE OF WORK

Detailed scope of work is described in Part I Section C: Scope of Procurement

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of capacity development assistance for public water and wastewater systems. All capacity development assistance for public water and wastewater systems provided to private sector will also be considered;
- b) indicate how many and what type of capacity development assistance activities for public water and wastewater systems have been completed in the last two years and what percentage of business revenue is derived from capacity development assistance for public water and wastewater system engagements;
- c) describe at least two project successes and failures of a capacity development assistance for public water and wastewater engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offerors shall provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **April 14, 2015** for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. 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, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- 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 and e-mail address.

3. Oral Presentation

If selected as a finalist, Offerors **must** agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. **A statement of concurrence must be submitted in the Offeror's proposal.**

4. Mandatory Specification

A. Regulatory Compliance (0 points)

Offerors must agree that all training and technical assistance offered to public water systems will be in accordance with the requirements of the Safe Drinking Water Act (NMSA 1978, 74-1-8), the New Mexico Drinking Water Regulations (20.7.10 NMAC), the Utility Operator Certification Regulations (NMAC 20.7.4), the Sanitary Projects Act (NMSA 1978, 3-29-1), the Open Meetings Act (NMSA 1978, 10-15-1) and any other regulations that may apply when providing technical, managerial, financial, capacity or funding assistance to public water or wastewater systems in New Mexico. **A statement to this effect is required.**

B. Licensing (50 points)

Offerors must possess all required licenses at the time of proposal submission. Required licenses include a valid New Mexico Driver's License for all contractor employees that will be

working on this contract. All individuals providing technical assistance and training must be a licensed public water supply operator in the State of New Mexico certified at a level to perform the work that is the subject of the training. **Evidence of this fact is required.** The Offeror will develop and submit for approval, a list of staff and their qualifications and equipment necessary for assessment of water systems technical problems. The Offeror must demonstrate that they have adequate staff and equipment to execute the contract.

C. Project Reporting and Meetings (75 points)

Offerors must agree to prepare monthly invoicing representing any deliverables submitted to the DWB for approval during the month, prepare an annual activity status report to be due at the end of each fiscal year, attend at least quarterly meetings with the DWB, and respond to requests for ad hoc reports within 2 weeks. Deliverable documentation submission must meet the requirements described in the scope of work in order to be approved for payment. **A statement to this effect should be included.**

D. Offeror Experience (250)

Offerors must submit resumes of proposed project staff members, including proposed project staff of joint venture members or sub-contractors. The Offeror must also submit a statement of relevant corporate experience, including the relevant experience of joint venture members or sub-contractors. Offerors must submit a list of drinking water systems given technical assistance by the offeror and a brief summary of their experience with each service listed in the Technical Assistance Menu of Services. The Offeror must submit a minimum of two case histories describing previous assistance to small water systems as described in the *Organizational Experience* section of this document. The case histories should include a description of the systems' problems, what the Offeror did to assist the system, and what the results of the assistance were.

E. State Wide Coverage (75)

Offerors must agree to provide formal training sessions at varying locations throughout the state of New Mexico to minimize travel requirements for public water system personnel. Offerors must agree to provide onsite technical assistance and training, as required, to all eligible public water and wastewater systems, as defined in this RFP. **A statement from Offerors to this effect is required.**

F. References (50)

Offerors must submit four external customer references from public water or wastewater systems in New Mexico.

Customers submitted as references must have acquired products or services from the Offeror equivalent to those included in the Offeror's proposal. The following information must be provided for each customer reference:

Name of customer's organization Mailing Address

Contact Name

Telephone number of contact (including area code and extension)

Product(s) and/or Service(s) used

5. Desirable Specification

A. RFP Proposal Summary for Scope of Work

Offeror should provide a summary of services that they can perform and are bidding on. **Offerors do not have to perform or bid on all services listed on the *Menu of Services* in order to be awarded contract work. A proposal summary of services is expected for any or all of the three categories of assistance below, relative to the items bid on by the Offeror in Appendix D. If an Offeror is only bidding on one category of assistance, only the summary of services relative to the bid item is expected. The Offeror must provide a summary of services for at least one of the three assistance categories below.**

- 1) Technical, Managerial, Financial, and Planning Onsite Assistance: deliverable based or hourly rate (50)

Offeror will provide assistance to public water systems in any of the assistance categories described in the scope of work and listed on the Menu of Services to help prevent or eliminate violations of the SDWA and the New Mexico Drinking Water Regulations, or to expand the technical, managerial or financial capacity of the system.

The Offeror shall in all instances provide services that substantially correspond to the Menu of Services included in the scope of work and the specific work order request for services issued by the DWB.

The *Menu of Services* lists services expected to be performed by the Offeror. The *Menu of Services* will serve as a description of services and reimbursement for services by the Offeror. Assistance provided by the Offeror must correspond directly to a category and/or subcategory of listed services and be specifically requested by DWB. Any services offered to a water or wastewater system in addition to the pre- approved hours must be authorized NMED, or provided free of charge to the system. The Offeror is responsible for all unauthorized costs incurred.

- 2) Formal Classroom Training (50)

Offeror will provide formal classroom training to public water system operators and/or other responsible parties that can be applied towards operator certification or board member training in accordance state and federal regulations. Offerors should submit, at a minimum, a proposed training schedule indicating locations and dates for which training sessions could be scheduled for the upcoming year based on the availability and skill set of the Offeror. Offerors should submit a proposed formal training schedule for the first 12 months of the contract to include topics, locations, and trainer qualifications.

3) Public Meeting Facilitation with or without presentations (50)

Offerors should provide staff credentials to facilitate public meetings and provide at least two specific examples of public meetings facilitated in the past year. Offeror should explain the role of the facilitator and any preparatory or follow up work required for the facilitation of the meetings described. Experience with facilitating public meetings for mutual domestic water consumer associations (MDWCAs) is preferred.

B. Response to DWB's Request for Public Water System Services (10)

It is preferable for all Offerors to respond to requests for onsite assistance and training from the DWB for eligible public water systems, stating the expected response time to requests for onsite training, assistance, or classroom type training requests, including any methodology used to prioritize or organize multiple requests. Distance to the system cannot be used as a prioritization factor.

C. Response to DWB Request for Emergency Situations (10)

At various times, the DWB may need the Offerors to provide assistance to eligible public water systems in emergency situations that threaten public health when all DWB staff is unavailable. It is preferable for the Offerors to respond to requests for onsite technical assistance and training for Safe Drinking Water Act violations from the DWB as soon as possible. In recognition of possible existing priority situations already scheduled by the Offerors, the Offeror must submit a written plan stating the intended methodology that will be used for emergency prioritization, if the Offeror is able to offer services to DWB within 24 hours should an emergency need arise, and would there be any added charge for emergency response services within 24 hours of the request.

D. Offeror Availability (10)

It is preferable for the Offeror to be available to respond to requests for technical assistance at all times. The Offeror may wish to submit a written statement indicating coverage to be provided in terms of hours during each day and days during the year. This may include additional restrictions or terms by the Offeror.

C. BUSINESS SPECIFICATIONS

1. Cost

1. Offerors must complete the Cost Response Form in APPENDIX D.

Assistance Hourly Cost (100)

Offerors must propose a firm, hourly fixed rate for providing on-site technical assistance and one-on-one training to small public water systems, as specified in the Scope of Work Table 1: Menu of Services. The proposed hourly rate may vary for each line item in APPENDIX D, but must be a fully-loaded hourly rate for personnel services to include:

- Fringe benefits and any overhead costs;
- Travel and lodging expenses;
- New Mexico Gross Receipts Tax at the applicable rate: Out of State companies at 5%.
- Companies within New Mexico, at the appropriate local rate.
- Administrative Support

Deliverables: Document, Courses, and Facilitation Cost (70)

Offerors must propose a firm, rate for providing assistance deliverables to public water and wastewater systems, as specified in the Scope of Work Table 1: Menu of Services. The proposed rate per deliverable for each menu item must be a fully-loaded hourly rate for personnel services to include:

- Fringe benefits and any overhead costs;
- Training materials and copying costs;
- Travel and lodging expenses;
- New Mexico Gross Receipts Tax at the applicable rate Out of State companies at 5%.
- Companies within New Mexico, at the appropriate local rate.
- Administrative Support

The Department does not, and will not offer in-house support for work completed in response to this RFP or the resulting contract.

All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.

2. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

3. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

4. RESERVED

5. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

6. 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)

7. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in APPENDIX E. The unaltered form must be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

8. Pay Equity Reporting

The Offeror must agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror's submitted proposal. Out-of-state Offerors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor. However, such out-of-state Offerors must still submit a statement of concurrence which

reads as follows: “Offeror concurs with the Pay Equity Reporting as defined in Section II.C.30. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful.”

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	Points must be assigned and defined for all factors (must total 100% of available points)
B. 1. Organizational Experience	75
B. 2. Organizational References	75
B. 3. Oral Presentations	0
B. 4. Mandatory Specification	500
B. 5. Desirable Specification	180
C. Business Specifications	--
C.1. Cost	170
C.3. Financial Stability	Pass/Fail
C.4. Performance Surety Bond	Pass/Fail
C.5. Letter Of Transmittal	Pass/Fail
C.6. Campaign Contribution Disclosure Form	Pass/Fail
C.7. Employee Health Coverage Form	Pass/Fail
C.8. Pay Equity Reporting	Pass/Fail
TOTAL	1,000 points
Preference Points per Section IV C. 2	

D. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

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

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror’s services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror’s overall performance. References requested in this section are not required to be public water or wastewater systems.

3. B.3 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

4. B.4.Mandatory Specifications

Points will be awarded based on the evaluation of the Offeror’s response to each category in Section B.4. Points for each item are described in that section’s description. References requested in Section B.4 Category F must be public water or wastewater systems in order for points to be awarded.

5. B.5. Desirable Specifications

Points will be awarded based on the evaluation of the Offeror’s response to each category in Section B.5. For Section B.5, Category A - *RFP Proposal Summary for Scope of Work*, points will be awarded for summaries in each category of assistance relative to the bids on items listed in Appendix D. Summaries of services in this category are only required for services offered and therefore points associated with services not offered in this category, will be deducted from the total score as to not impact the overall evaluation. Categories B through D of Section B.5, applies to all Offerors. Points for each item are described in that section.

6. C.1 Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{-----}} \times \text{Available Award Points}$$

This Offeror’s Bid

7. C.3. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

8. C.4. Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

11. C.7. Employee Health Coverage Form (See Table 1)

Pass/Fail only. No points assigned.

12. C.8. Pay Equity Reporting (See Table 1)

Pass/Fail only. No points assigned.

E. 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. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**APPENDIX A
REQUEST FOR PROPOSAL**

Professional Services for Capacity Development Assistance for Public Water and Wastewater Systems in the State of New Mexico; 15-667-00-0011

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 pm on **April 3, 2015**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Peggy Cooke, Procurement Manager
Professional Services for Capacity Development Assistance for Public Water and Wastewater Systems
in the State of New Mexico
<15-667-00-0011>
NMED Drinking Water Bureau
1190 St. Francis Drive Suite S2051
Santa Fe, NM 87505
Fax: 505-476-8656
E-mail: peggy.cooke@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

SAMPLE CONTRACT

STATE OF NEW MEXICO

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **New Mexico Environment Department**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the described in Attachment A, attached hereto.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rates agreed to between parties for completion of certain deliverables, such compensation not to exceed \$_____, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement 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 \$_____.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

3. **Term.**

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

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

addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more

employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

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

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

26. Authority.

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

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

By: _____ Date: _____
New Mexico Environment Department

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

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment A – Scope of Services

Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
1	Comprehensive System Technical, Managerial and Financial Capacity Assessment	NMED Capacity Assessment Templates	Each assessment: Deliverable based Individual onsite assistance; paid upon completion
Technical Assistance			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
2	SDWA compliance monitoring sample plan development	NMED sample plan templates	Each Plan: Deliverable based Individual onsite assistance; paid upon completion
3	Establish Comprehensive Contract with Certified Operator	NMED certified operator contract services template; NMAC 20.7.2	Each Contract: Deliverable based Individual onsite assistance; paid upon completion
4	Development of an Operations and Maintenance Plan	NMED O&M Manual Template	Each Plan: Deliverable based Individual onsite assistance; paid upon completion
5	Development of a system map: all facilities and service area; electronic and hard copy deliverable	NMED System Map Description	Each Map: Deliverable based Individual onsite assistance; paid upon completion
6	Achieve compliance with the SDWA - Correction of Sanitary Survey Deficiencies & Violations	40 CFR 141; NMAC 20.7.10	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
7	Correctional Certified Operator Services	NMED certified operator contract services template; NMAC 20.7.2	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
8	Revised Total Coliform Rule Level 2 Assessment	NMED RTRC Assessment Procedures	Each assessment: Deliverable based Individual onsite assistance
9	Classroom Technical Training; short 3 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 3 hour course; Classroom training; paid upon completion
10	Classroom Technical Training; long 6 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 6 hour course; Classroom training; paid upon completion

11	Initial Water Loss Audit and identification of leak location	EPA & AWWA guidance	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion
12	WATER LOSS CONTROL PROGRAM DELIVERABLES: water audit/leak data; condition assessment; solution action plan; benchmark evaluations	EPA & AWWA guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
13	Energy Efficiency Initial Audit	EPA energy efficiency guide	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion
14	Energy Efficiency Program Development	EPA energy efficiency guide	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
Managerial and Financial Assistance			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
15	BASIC MANAGERIAL CAPACITY DELIVERABLES: may include at a minimum, the development of any required governing documents such as Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Open Meetings Act Resolution, establishing an EIN or DUNS number, creating written job descriptions for all staff, and a complete member list.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
16	Assistance with the establishment of good standing with the Secretary of State, Office of the State Engineer water rights compliance, Sanitary Projects Act compliance	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order

17	BASIC FINANCIAL CAPACITY DELIVERABLES: may include at a minimum, assistance with Audit Act compliance, development of an annual operating budget, 5 year financial plan, balance sheet for 3 years, list of current delinquencies, compliance with Tax and revenue, GRT, and Water Conservation Fee payment, property, liability, and fidelity insurance, basic rate review, list of all debt capacity.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
18	Basic Board Training - 6 hour course meeting minimum NMED topic requirements	NMED Course Approval; Required board training topics	Each 6 hour course; Classroom training paid upon completion
19	Advanced Board or other managerial or financial training topics: Additional approved course topics (short 3 hour course)	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion
20	Facilitate or Coordinate a Regionalization Agreement	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
21	Facilitation of public meetings without presentation	NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion
22	Facilitation of public meetings with presentation	NMED presentation approval; NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion
23	Rate Study, rate schedule and financial policy development	EFC guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
Source Water and Wellhead Protection Program Development			
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
24	Source Water Protection Community Meeting Facilitation for 2 meetings (intro and exit)	NMED guidance	TWO each meeting facilitation with presentations; paid upon completion
25	Technical groundwater level monitoring training & indicators of changes in water production levels	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order

26	Source Water and Wellhead Protection Plan for groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
27	Source Water and Wellhead Protection Plan for a surface water and groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
28	Development of Water Conservation Policies	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
29	Development of an Emergency Response Plan including a practice emergency event	NMED template	Each plan plus practice event; Deliverable based onsite assistance; paid upon completion
30	Drought Contingency Plan	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order

Sustainable Water Infrastructure Project Readiness Assistance

Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category
31	Development of an Infrastructure Capital Improvement Plan (ICIP)	DFA guidelines	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
32	PROJECT FINANCIAL PLAN: Determine project match requirements, 3 years of financials, i.e. profit- loss or bank audited statements, list all debt and holders	Funding Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
33	COMPLETE A FUNDING APPLICATION: may include at a minimum assistance to prepare required documentation; Complete MHI Survey if needed; Establish a Resolution/Ordinance from the Board/Governing Body authorizing the Loan and identifying the source of repayment	Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
34	Training course on infrastructure project management and planning such as how to RFP/hire and engineer; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion

Asset Management (AM) Program Development

Item	Deliverable Description	Deliverable	Deliverable Quantity & Category
------	-------------------------	-------------	---------------------------------

		Criteria	
35	Classroom training on Principles of Asset Management; 6 hour course	NMED Course Approval	Each 6 hour course; Classroom training paid upon completion
36	Classroom training on Principles of Asset Management; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion
37	AM Part 1: ASSET INVENTORY DELIVERABLES including a list of assets; asset condition assessment; remaining life of useful assets; asset replacement value; map of assets	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
38	AM Part 2: LEVEL OF SERVICE DELIVERABLES including Level of Service Agreement; Performance Measures	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
39	AM Part 3: CRITICAL ASSET & PRIORITIZATION DELIVERABLES including Criticality Analysis; Priority List	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
40	AM Part 4: LIFE CYCLE COSTING DELIVERABLES including O&M program; Repair/Replacement schedule; Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
41	AM Part 5: LONG TERM FUNDING STRATEGY 5 Year Financial Plan; Funding Strategy for Repair and Replacement Schedule; Funding Strategy for Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order
42	AM Project Financial Plan: Determine project based Increases in Annual Operating Costs	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion
43	AM Project Phasing Plan: Determine detailed Project Phase Schedules	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion

APPENDIX D

COST RESPONSE FORM

Capacity Development Assistance Menu of Services				
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
1	Comprehensive System Technical, Managerial and Financial Capacity Assessment	NMED Capacity Assessment Templates	Each assessment: Deliverable based Individual onsite assistance; paid upon completion	
Technical Assistance Deliverables				
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
2	SDWA compliance monitoring sample plan development	NMED sample plan templates	Each Plan: Deliverable based Individual onsite assistance; paid upon completion	
3	Establish Comprehensive Contract with Certified Operator	NMED certified operator contract services template; NMAC 20.7.2	Each Contract: Deliverable based Individual onsite assistance; paid upon completion	
4	Development of an Operations and Maintenance Plan	NMED O&M Manual Template	Each Plan: Deliverable based Individual onsite assistance; paid upon completion	
5	Development of a system map: all facilities and service area; electronic and hard copy deliverable	NMED System Map Description	Each Map: Deliverable based Individual onsite assistance; paid upon completion	
6	Achieve compliance with the SDWA - Correction of Sanitary Survey Deficiencies & Violations	40 CFR 141; NMAC 20.7.10	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
7	Correctional Certified Operator Services	NMED certified operator contract services template; NMAC 20.7.2	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
8	Revised Total Coliform Rule Level 2 Assessment	NMED RTCR Assessment Procedures	Each assessment: Deliverable based Individual onsite assistance	

9	Classroom Technical Training; short 3 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 3 hour course; Classroom training; paid upon completion	
10	Classroom Technical Training; long 6 hour course; topic requested by DWB; CEUs awarded	NMED Course Approval	Each 6 hour course; Classroom training; paid upon completion	
11	Initial Water Loss Audit and identification of leak location	EPA & AWWA guidance	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion	
12	WATER LOSS CONTROL PROGRAM DELIVERABLES: water audit/leak data; condition assessment; solution action plan; benchmark evaluations	EPA & AWWA guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
13	Energy Efficiency Initial Audit	EPA energy efficiency guide	Each initial audit: Deliverable based Individual On-Site Assistance; paid upon completion	
14	Energy Efficiency Program Development	EPA energy efficiency guide	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
Managerial and Financial Assistance Deliverables				
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
15	BASIC MANAGERIAL CAPACITY DELIVERABLES: may include at a minimum, the development of any required governing documents such as Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Open Meetings Act Resolution, establishing an EIN or DUNS number, creating written job descriptions for all staff, and a complete member list.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
16	Assistance with the establishment of good standing with the Secretary of State, Office of the State Engineer water rights compliance, Sanitary Projects Act compliance	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	

17	BASIC FINANCIAL CAPACITY DELIVERABLES: may include at a minimum, assistance with Audit Act compliance, development of an annual operating budget, 5 year financial plan, balance sheet for 3 years, list of current delinquencies, compliance with Tax and revenue, GRT, and Water Conservation Fee payment, property, liability, and fidelity insurance, basic rate review, list of all debt capacity.	Agency Specific Requirements	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
18	Basic Board Training - 6 hour course meeting minimum NMED topic requirements	NMED Course Approval; Required board training topics	Each 6 hour course; Classroom training paid upon completion	
19	Advanced Board or other managerial or financial training topics: Additional approved course topics (short 3 hour course)	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion	
20	Facilitate or Coordinate a Regionalization Agreement	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
21	Facilitation of public meetings without presentation	NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion	
22	Facilitation of public meetings with presentation	NMED presentation approval; NMSA 10-15-1 (1978)	Each meeting facilitation; paid upon completion	
23	Rate Study, rate schedule and financial policy development	EFC guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
Source Water and Wellhead Protection Program Development				
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
24	Source Water Protection Community Meeting Facilitation for 2 meetings (intro and exit)	NMED guidance	TWO each meeting facilitation with presentations; paid upon completion	

25	Technical groundwater level monitoring training & indicators of changes in water production levels	NMED guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
26	Source Water and Wellhead Protection Plan for groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	
27	Source Water and Wellhead Protection Plan for a surface water and groundwater system	NMED template	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	
28	Development of Water Conservation Policies	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
29	Development of an Emergency Response Plan including a practice emergency event	NMED template	Each plan plus practice event; Deliverable based onsite assistance; paid upon completion	
30	Drought Contingency Plan	OSE guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	

Sustainable Water Infrastructure Project Readiness Assistance

Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
31	Development of an Infrastructure Capital Improvement Plan (ICIP)	DFA guidelines	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	
32	PROJECT FINANCIAL PLAN: Determine project match requirements, 3 years of financials, i.e. profit- loss or bank audited statements, list all debt and holders	Funding Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	
33	COMPLETE A FUNDING APPLICATION: may include at a minimum assistance to prepare required documentation; Complete MHI Survey if needed; Establish a Resolution/Ordinance from the Board/Governing Body authorizing the Loan and identifying the source of repayment	Agency Specific Requirements	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	

34	Training course on infrastructure project management and planning such as how to RFP/hire and engineer; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion	
Asset Management (AM) Program Development				
Item	Deliverable Description	Deliverable Criteria	Deliverable Quantity & Category	Cost per Item
35	Classroom training on Principles of Asset Management; 6 hour course	NMED Course Approval	Each 6 hour course; Classroom training paid upon completion	
36	Classroom training on Principles of Asset Management; 3 hour course	NMED Course Approval	Each 3 hour course; Classroom training paid upon completion	
37	AM Part 1: ASSET INVENTORY DELIVERABLES including a list of assets; asset condition assessment; remaining life of useful assets; asset replacement value; map of assets	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
38	AM Part 2: LEVEL OF SERVICE DELIVERABLES including Level of Service Agreement; Performance Measures	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
39	AM Part 3: CRITICAL ASSET & PRIORITIZATION DELIVERABLES including Criticality Analysis; Priority List	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
40	AM Part 4: LIFE CYCLE COSTING DELIVERABLES including O&M program; Repair/Replacement schedule; Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
41	AM Part 5: LONG TERM FUNDING STRATEGY 5 Year Financial Plan; Funding Strategy for Repair and Replacement Schedule; Funding Strategy for Capital Improvement Plan	NMED & State guidance	Hourly Rate: Individual onsite Assistance with maximum hours listed in each Work Order	
42	AM Project Financial Plan: Determine project based Increases in Annual Operating Costs	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	
43	AM Project Phasing Plan: Determine detailed Project Phase Schedules	NMED & State guidance	Each Plan: Deliverable based Individual On-Site Assistance; paid upon completion	

Example Format: Base Period: (03/01/2015 thru 03/01/2016) Price: \$
(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above))

Option Year 1: (03/01/2015 thru 03/01/2016) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above))

Option Year 2: (03/01/2016 thru 03/01/2017) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above))

Option Year 3: (03/01/2017 thru 03/01/2018) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above))

Option Year 4: (03/01/2018 thru 03/01/2019) Price:\$_____

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above))

APPENDIX E

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: 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 and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. 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.
3. 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 <http://www.insurenewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____

Date_____

APPENDIX F

LETTER OF TRANSMITTAL FORM

APPENDIX F

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

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

APPENDIX G

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Peggy Cooke, Procurement Manager
Address: NMED Drinking Water Bureau
PO BOX 5469
Santa Fe, NM 87502-5469
Telephone: (505) 476-8646
Fax: (505)476-8656
Email: peggy.cooke@state.nm.us

by April 14, 2015 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # <15-667-00-0011>
 ORGANIZATIONAL REFERENCE QUESTIONNAIRE
 FOR:**

_____ (Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, NMED Drinking Water Bureau via facsimile or e-mail at:

Name: Peggy Cooke, Procurement Manager
 Address: NMED Drinking Water Bureau
 PO BOX 5469
 Santa Fe, NM 87502-5469
 Telephone: (505) 476-8646
 Fax: (505)476-8656
 Email: peggy.cooke@state.nm.us

no later than **April 14, 2015**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

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)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you 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 you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

APPENDIX H

RESIDENT VETERANS CERTIFICATION

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

