

**ISSUED BY**

**The New Mexico Environment Department**



**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL ENVIRONMENTAL ASSESSMENT AND REMEDIATION  
CONSULTING SERVICES**

**RFP No. 11-667-00-00005**

**State Of New Mexico  
New Mexico Environment Department  
Ground Water Quality Bureau  
1190 St. Francis Dr., Room N-2257  
PO Box 5469  
Santa Fe, NM 87505-5469**

**ISSUE DATE: May 16, 2011**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (Department), Ground Water Quality Bureau, requests proposals from qualified firms to provide professional environmental consulting and engineering services to conduct environmental site assessments; site investigations, risk assessments, remediation planning and design, remedial activities, and other technical support activities, on an as needed basis, at brownfields, voluntary remediation, superfund and other types of contaminated or potentially contaminated sites.

The purpose of this Request for Proposals (RFP) is to procure the services of one or more qualified contractors (offeror) with the necessary expertise and knowledge to perform the tasks outlined in the Scope of Work which are necessary to support the duties and goals of the Environment Department and the Ground Water Quality Bureau. The role of the Ground Water Quality Bureau is to protect the environmental quality of New Mexico's ground water resources, and to identify, investigate and clean-up contaminated sites which pose risks to human health and the environment.

### B. SCOPE OF PROCURMENT

This procurement is for environmental consulting services and associated activities necessary for work completion. Qualified minority business enterprises and women-owned business enterprises are encouraged to submit proposals.

The Department expects primary offerors to be a full service environmental and/or engineering firm and have the in-house capability to perform site assessments, remediation planning, remediation activities (e.g. feasibility studies, remedial design, remedy implementation and operation and management), and project oversight. Work under this procurement requires specialized knowledge and expertise in assessment and remediation at hazardous waste, petroleum hydrocarbon, mine and radiological sites.

Proposals will be accepted on a time and materials basis. Multiple contracts may be awarded under this RFP. Work will be assigned at NMED's discretion on an as needed basis. Subcontractors for specialty tasks, such as risk assessment, ground water modeling, isotopic geochemistry, drilling, analytical and other services can be identified in the proposal as a teaming arrangement. If subcontractors are not specified in the proposal, a subcontractor can be identified for a specific work task once the contract is awarded; however, to do so, a minimum of three written bids must be solicited and documented. Proposals must include offeror's markup for subcontractors.

The total amount of work in any one Federal Fiscal Year is dependent upon available federal and state funding. To maximize efficiency, NMED plans to use all of its contractors for services over the life of the contract; however, if a contractor is not responsive, or produces work that does not meet NMED's standards, NMED is under no obligation to continue to

provide work to that particular contractor. Once contracts are awarded under this RFP, the contractors may be asked to submit competitive scopes of work and cost estimates for individual tasks or projects.

The Department reserves the right to divide or continue the work in any manner it deems appropriate or advisable if a multiple source award is made pursuant to this RFP. The Department's scheduling of tasks and funding may not allow implementation of all tasks described in this RFP.

The Department reserves the option to renew the initial contract for two additional fiscal years pursuant to Section 13-1-150 NMSA 1978 and NMSA 2.2.2 Audit Rule 2009. Exercising the option to extend must be by mutual agreement of the parties to the contract and with the approval of the State Auditor. In the event that either of the parties to the contract elects not to extend, or the State Auditor disapproves the recommendation for renewal, the Department shall solicit competitive sealed proposals and contract for audit services in accordance with the Procurement Code (13-1-1 to 13-1-199 NMSA 1978); Department of Finance and Administration (DFA) Rule 2.40.2 NMAC, Governing the Approval of Contracts for the Purchase of Professional Services and NMAC 2.2.2. Audit Rule.

## **II. SCOPE OF WORK**

### **A. SUMMARY**

The work to be performed includes environmental site assessments; site investigations, risk assessments, remediation planning, and remediation at brownfields, voluntary remediation, Superfund and other types of contaminated or potentially contaminated sites statewide. Work may be performed at former or currently used industrial and commercial sites where there has been storage, use, and disposal of hazardous materials, petroleum hydrocarbons, radionuclides, mine wastes, and other contaminants.

A responsive proposal will include documentation of the offeror's technical capabilities and experience; will provide detailed examples of previous investigation work at hazardous waste, petroleum hydrocarbon sites and other types of contaminated sites; will demonstrate knowledge of ASTM Phase I and Phase II ESA methodologies and practices; will demonstrate knowledge of EPA "All Appropriate Inquiry" requirements; will demonstrate familiarity with various New Mexico and U.S. EPA guidance and requirements; will provide documentation of previous Quality Assurance Project Plan (QAPP) preparation and whose proposal is most advantageous to the state, taking into consideration the evaluation factors set forth in the RFP

Work will be conducted at various locations statewide. Work tasks to be completed will primarily be federally funded through the U.S. Environmental Protection Agency (EPA) State Response Program Grant, Targeted Brownfields Assessment, Community-Wide Assessment Grants, and the Superfund Cooperative Agreement. In addition, EPA State Response Program funds will be used conjunctively with the American Recovery and Reinvestment Act (ARRA) and Revolving Loan Fund Grants that have been received by the Department's Brownfields

Program. Other funding sources may be identified during the life of the contract for specific work products.

NMED will contact one or more contracted firms when environmental services are required and request the contractor to prepare a workplan including a cost estimate and schedule pursuant to an existing contract. Work plans outline the site conditions, site history, contaminants expected, scope of work to be performed, deliverables, and schedule for the work to be performed. The contractor will attach to each work plan a site health and safety plan and Standard Operating Procedures (SOPs), as appropriate. The work plan and cost estimate will include an explanation of costs-not-to-be-exceeded by the contractor for completion of the specified work including deliverables and reports. Not-to-exceed cost estimate will conform to contract General Cost Detail Form negotiated and agreed to by the Department and the contractor and shall identify costs for each task within the work plan. Work will not begin until NMED notifies the contractor that it agrees to the contractor's quoted prices, has secured access to the property, and has determined a date to commence.

#### Brownfields Assessment and Remediation

NMED performs environmental site assessment work for municipalities, local governments, tribes and non-profits at Brownfields sites. Work is usually initiated by a request from an eligible entity for a Phase I and/or Phase II ESA at a Brownfields site. When a request is received, NMED reviews available site information and seeks approval from EPA to expend grant funds on the site. Upon EPA approval, NMED will request one or more environmental contractors to prepare a work plan, including a cost estimate and anticipated schedule, for the proposed work.

A site specific QAPP is required for EPA funded site investigations and projects that include sample collection. The contractor is required to have training and experience in QAPP preparation in conformance with EPA Brownfield guidance. Performance of site investigations also require the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER) requirements. Once the work plan and QAPP are approved by NMED and EPA, the contractor will prepare a final cost not to exceed estimate to perform the site assessment work.

The use of innovative or field screening technologies is encouraged to improve efficiency and keep costs down. A screening risk assessment may be required to determine appropriate clean up levels for a site.

If remediation is to be performed, the contractor will provide a cost estimate for corrective actions or remediation of the site to meet a specific standard. A remediation work plan, QAPP and HASP is required for each site where a clean up might occur. The contractor will make recommend and design appropriate measures and risk management for site remediation. Since most sites that are covered by Targeted Brownfields Assessment funding are in New Mexico's Voluntary Remediation Program, contractors must also be familiar with the requirements of NMED's Voluntary Remediation Program.

### Superfund Program

Superfund work tasks under this contract will be assigned on an as needed basis. Potential work under the Superfund Oversight Section will generally include multi-media remedial investigations (air, soil, ground water, surface water, sediment, soil vapor, indoor vapor etc.), risk assessments, feasibility studies, remediation system design, engineer of record for remediation system construction oversight, preparation of cost estimates for site remediation, oversight of remediation activities, and preparation of deliverables. Types of sites include contaminated ground water sites, mine and mill sites, abandoned uranium mines, former uranium mill sites and other types of contaminated sites.

### Other Tasks

Other tasks may be initiated under this contract to support the New Mexico Environment Department and Ground Water Quality Bureau activities. These tasks may include site investigation work, risk assessment, various data collection, data management, and data analysis tasks, expert testimony, development of health and safety plans or other similar tasks identified by NMED.

## B. MINIMUM PROFESSIONAL QUALIFICATIONS AND REQUIREMENTS

The minimum professional qualifications to complete the Scope of Work for this Request For Proposals are:

1. Demonstration that the offeror, or a principal member(s) of their staff or team, has a valid business and/or professional licenses for conducting the types of work encompassed by this solicitation in New Mexico and, as applicable under New Mexico state law, qualified to do business in New Mexico and be in good standing with the New Mexico Public Regulation Commission prior to receiving a contract award
2. A full service environmental consulting and/or engineering firm with in-house capability to perform assessment and remediation activities outlined in this RFP as well as other planning, investigations and oversight activities as required.
3. Demonstrated experience in performing assessment, investigation and remediation work at hazardous waste and petroleum hydrocarbon sites;
4. Demonstrated qualifications and experience in performing Environmental Site Assessments in accordance ASTM guidance and methodologies and EPA "All Appropriate Inquiry" requirements;
5. Demonstrated qualifications and experience in preparing Quality Assurance Project Plan (QAPP).
6. Demonstrated knowledge and experience in working under the NMED Voluntary Remediation Program (VRP), Brownfield Program and Federal EPA CERCLA programs.

## C. SCOPE OF WORK- DETAILS

The scope of work consists of providing timely, high quality professional environmental consulting and engineering services in the following areas:

1. Environmental assessments, site investigations and remedial investigations of hazardous waste, petroleum hydrocarbon and other contaminated sites

Work under this procurement requires specialized knowledge and expertise in assessment and remediation at hazardous waste and petroleum hydrocarbon sites. Assessment and investigation activities include but are not limited to:

- Designing scientific field investigation including comprehensive sampling and analysis plans;
- Identification of actual and potential hazardous waste sources;
- Determination of site specific geologic and hydrogeologic site characteristics
- Developing data quality objectives; preparation of Quality Assurance Project Plans (QAPP) and site specific Health and Safety Plans (HASP);
- Conducting work according to ASTM, EPA, CERCLA and NMED requirements and guidance;
- Project management and evaluation;
- Oversight of field activities including collection and analysis of soil, soil vapor, sediment, water and air samples to determine type, degree and extent of contamination;
- Data interpretation, tabulation and mapping, statistical analysis and management of site specific data;
- Development of site cleanup goals;
- Hiring and managing subcontractors;
- Obtaining access agreements;
- Development of community relations plans and assistance with public meetings;
- Timely report preparation in accordance with appropriate program requirements.

Scientific field investigations and activities may include but are not limited to: geochemical, geophysical, soil and vapor studies; sampling and analysis of soil, sediment, water, vapor, asbestos, lead paint, air, mold etc.; aquifer testing and analysis; field screening surveys; design and installation of monitoring wells; logging core samples and drill cuttings; use of innovative field and site assessment technologies; Level B, C, and D personal protection equipment capabilities (OSHA 40-hour and 8-hour refresher training certification required).

2. Feasibility Studies and Risk Assessment

Includes but is not limited to: conducting screening risk assessments; conducting human health and ecological risk assessments; conduct feasibility studies; evaluation of remedial alternatives, conduct alternatives analysis; designing and conducting treatability studies; developing engineering cost evaluations for remedial activities; timely report preparation in accordance with appropriate program requirements.

3. Remediation of hazardous waste, petroleum hydrocarbon and other contaminated sites

Includes but is not limited to: remedial system design; risk management measures; preparation of specifications for remedial activities; remediation activities for soil, ground water, air, vapor intrusion, etc.; professional oversight for remedial activities; operation and maintenance of remediation systems; and timely report preparation in accordance with appropriate program requirements.

4. Program support and other specialized technical services

Includes but is not limited to: providing credible expert witness testimony to convey scientific facts and professional opinions; facility audits, inspections and surveys at hazardous waste, petroleum hydrocarbon and other contaminated sites; risk assessment, various data collection, data management, and data analysis tasks.

D. PROCUREMENT MANAGER

NMED has designated a Procurement Manager who are responsible for the conduct of this procurement. The name, address, and telephone number of the Procurement Managers are listed below.

Questions about the RFP process and deliveries of Proposals via express carrier (including proposal delivery) should be addressed as follows

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Operations and Infrastructure Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469  
Email: [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)  
Phone: (505) 827-2615

All questions about the meaning or intent of the RFP or subsequent Contract documents shall be submitted in writing. Replies will be issued by written Addenda and mailed, emailed, or delivered to all parties. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries in relation to the RFP will be directed to the Procurement Manager.

NMED has designated a Project Manager who is responsible for writing the specifications for this procurement. The name, address and telephone number of the Project Manager is listed below.

Any technical inquiries or requests for clarification regarding this procurement must be submitted in writing to:

Dale M. Doremus  
New Mexico Environment Department  
Ground Water Quality Bureau  
1190 St. Francis Dr., Room N-2257  
PO Box 5469  
Santa Fe, NM 87505-5469  
Email: [dale.doremus@state.nm.us](mailto:dale.doremus@state.nm.us)  
Phone: (505) 827-2754

Offerors may contact ONLY the Procurement Manager, specified herein, regarding this procurement. Other state employees do not have the authority to respond to inquiries and requests regarding this procurement. All responses to inquiries will be in writing via email.

Offerors can download copies of the RFP from the Department website at <http://www.nmenv.state.nm.us/NMED/RFP>. If a potential Offeror is unable to download a copy of the RFP from the websites, they may contact the Procurement Manager at (505) 827-2615 to arrange to pickup a hard copy or via email at [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us) to receive an electronic copy.

#### E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Environment Department.

“Addendum” a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract. It also means a business (contractor, subcontractor or supplier) that has not either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended. Any contractor that has either been debarred or suspended pursuant to § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended will not be permitted to do business with the NMED and shall not be considered for award of the contract during the period for which it is debarred or suspended with the NMED.

“Department” : For purposes of administering the RFP and associated proposals, “Department” means the New Mexico Environment Department (NMED).

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"DFA" means the Department of Finance and Administration for the State of New Mexico.

"Director" means the Director of the Resource Protection of the New Mexico Environment Department.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as 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.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

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

"Procurement Code" means Chapter 13, Sections 13-1-28 to 13-1-199 NMSA 1978.

"Procurement Manager" means the individual or designee authorized by the Agency to manage or administer this procurement to include, interpretation, inquiries in relation to the RFP and flow through of information between bidders and the Agency.

"Project Manager" means the individual or designee authorized by the Agency that will oversee all services and tasks specified in the detailed scope of work of the contract(s) resulting from this solicitation.

"Procurement Coordinator" means the individual or designee authorized by the State Purchasing Agent to manage, administer and coordinate this procurement between the Agency and Offeror. (when applicable).

"Procurement Code Regulations" means General Services Department (GSD) Rule 1.4.1 NMAC.

"Purchase Order" means the document which directs a consultant contractor to deliver services pursuant to an existing contract. Work cannot be started until a Purchase Order has been issued and provided to the consultant.

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

“Secretary” means the Cabinet Secretary of the New Mexico Environment Department.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

“Scope of Work” means a summary document that defines the work objectives, outlines proposed work tasks, a preliminary cost estimate, and proposal schedule.

“Targeted Brownfield Assessment (TBA)” refers to Phase I and Phase II environmental site assessments and amendments (Phase III and IV) performed by the States for municipalities using EPA grant funding specifically intended for that purpose.

“Work Plan” refers to the detailed document which directs a contractor to deliver services pursuant to an existing contract.

**Abbreviations include the following:**

Abbreviations include the following:

(DFA) New Mexico Department of Finance and Administration

(GSD) New Mexico General Services Department

(MDT) Mountain Daylight Savings Time

(MST) Mountain Standard Time

(NMAC) New Mexico Administrative Code

(NMED) New Mexico Environment Department

(OFB) Office of Finance & Budget

(OID) New Mexico Environment Department, Operations and Infrastructure Division

(RFP) Request for Proposal

(TBA) Targeted Brownfield Assessment

(VRP) Voluntary Remediation Program

F. BACKGROUND INFORMATION

1. New Mexico Environment Department’s Mission Goals and Objectives:

NMED’s mission is to provide the highest quality of life throughout the state by promoting a safe, clean, and productive environment. In meeting the goals of this mission, the NMED is committed to providing clear articulation of our goals, standards, and expectations in a professional manner so that citizens of New Mexico can make informed decisions about the environment and their community.

NMED is organized into four divisions with the following major regulatory programs: compliance, permitting, community outreach and technical assistance, and administrative support.

2. The role of the Ground Water Quality Bureau is to protect the environmental quality of New Mexico's ground water resources as mandated by the Water Quality Act and the Water Quality Control Commission (WQCC) regulations (20.6.2 NMAC), and to identify, investigate and clean-up contaminated sites which pose significant risks to human health and the environment.

The Ground Water Quality Bureau has the following responsibilities:

- Issues ground water pollution prevention permits
- Implements the Department's responsibilities under the new Mexico Mining Act to ensure that environmental issues are addressed and standards are met
- Oversees ground water investigation and remediation activities
- Identifies, investigates and remediates inactive hazardous waste sites through implementation of the federal Superfund program
- Oversees agreements between the state and responsible parties
- Implements the Voluntary Remediation Program

3. NMED's State Response Program goals are:

- to require remedial actions at contaminated sites to ensure protection of human health and the environment, and that meet the New Mexico Water Quality Control Commission's (WQCC's) standards and other applicable state and federal requirements;
- to provide an efficient mechanism through which contaminated sites can achieve environmental closure, and thus proceed with site sale or redevelopment; and,
- to provide site assessment and clean up support and guidance to municipalities at sites that meet the definition of a Brownfields as specified in CERCLA 101(39).

4. The New Mexico Environment Department was established under the provisions set forth in the Department of the Environment Act by the 40th. Legislature, enacted July 1, 1991 (Laws of 1991, Chapter 25) NMSA 1978, Sections 9-7A-1 thru 14. The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

5. Fund Structure:

The Agency maintains a general fund, fiduciary funds, special revenue funds, agency funds, enterprise funds and a capital projects fund.

## 6. Budgetary Basis of Accounting:

In accordance with the budget guidelines established for all state agencies by the Department of Finance and Administration, the Agency does prepare its budget on a basis consistent with generally accepted accounting principles. The Agency's budget is appropriated to its divisions and is administered through the use of expenditures and encumbrances.

## G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

- Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd>
- New Mexico Voluntary Remediation Regulations, 20.6.3 NMAC: [http://www.nmcpr.state.nm.us/nmac/\\_title20/T20C006.htm](http://www.nmcpr.state.nm.us/nmac/_title20/T20C006.htm).
- New Mexico Water Quality Control Commission Regulations. 20.6.2 NMAC: [http://www.nmcpr.state.nm.us/nmac/\\_title20/T20C006.htm](http://www.nmcpr.state.nm.us/nmac/_title20/T20C006.htm).
- The following website addresses contain links to State of New Mexico statutes and regulations, along with the Federal Register and government publication websites, that are relevant to this procurement:
  - <http://www.generalservices.state.nm.us/spd/pcode.html>
  - <http://www.generalservices.state.nm.us/spd/pregulations.html>
  - <http://www.osha.gov/publications>
  - <http://www.epa.gov/brownfields/index.html>
  - [http://www.epa.gov/fedfac/pdf/ufp\\_qapp\\_v1\\_0305.pdf](http://www.epa.gov/fedfac/pdf/ufp_qapp_v1_0305.pdf)
  - <http://www.epa.gov/brownfields/aai/index.htm>
  - <http://www.epa.gov/brownfields/tools/index.htm>
  - <http://www.epa.gov/brownfields/laws/index.htm>
  - [http://www.epa.gov/npdes/pubs/msgp2008\\_finalpermit.pdf](http://www.epa.gov/npdes/pubs/msgp2008_finalpermit.pdf)
  - <http://www.nmenv.state.nm.us/gwb/>
  - <http://www.nmenv.state.nm.us/gwb/NMED-GWQB-RemediationOversight.htm>

### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule. All deadlines indicated below are referenced to Close of Business (“COB”) for the date shown unless otherwise indicated.

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency, Purchasing Bureau	05/16/2011
2.	Pre-Proposal Conference	Agency/Potential Offerors	05/25/11
3.	Distribution List Response	Potential Offerors	05/25/11
4.	Deadline to Submit Questions	Potential Offerors	05/31/11
5.	Response to Written Questions/RFP Amendments	Agency	06/02/11
6.	<b>Submission of Proposal No later than 4:00 PM MDT</b>	Offeror	06/15/11
7.	Proposal Evaluation	Evaluation Committee	06/23/11
8.	Selection of Finalists	Evaluation Committee	06/27/11
9.	Oral Presentation by Finalists <b>(if needed)</b>	Offeror	06/30/11 <b>(if needed)</b>
10.	Best and Final Offers from Finalists (if needed)	Offeror	07/06/11
11.	Notify Finalists and Negotiate/Finalize Contract	Agency, Offeror	Approximately 07/07/11-07/13/11
12.	EPA Region 6 Review/Approval	US EPA	Approximately 07/22/11
13.	Contract Award(s)	State Auditor	Approximately 07/29/11
14.	Protest Deadline <b>No later than 4:00 PM MDT</b>	Offerors	<b>15 days after award date</b>

## B. EXPLANATION OF EVENTS

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

### 1. Issue of RFP

This RFP is being issued by the Department. An advertisement will be placed in the NMED website <http://www.nmenv.state.nm.us/NMED/RFP/> and a local newspaper. Copies of the RFP are available for download at the above website.

### 2. Pre-Proposal Conference

A pre-proposal conference will be held on Wednesday, **May 25, 2011 at 10:00 am**, MDT in **the Runnels Auditorium** at the NMED Harold Runnels Building, 1190 St. Francis Dr, Santa Fe, New Mexico. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section II.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 at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

### 3. Distribution List Response Deadline

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "**Acknowledgement of Receipt of Request For Proposals Form**" that accompanies this document (See 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 by close of business on **May 25, 2011**. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this 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.

### 4. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **May 31, 2011**. All written questions must be submitted via e-mail to the Procurement Manager (See Section II, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **June 2, 2011** via email to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN DAYLIGHT TIME ON WEDNESDAY JUNE 15, 2011. 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 II, Paragraph D, which is as follows:

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469  
Phone: (505) 827-2615

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **NEW MEXICO ENVIRONMENT DEPARTMENT, ENVIRONMENTAL ASSESSMENT AND REMEDIATION CONSULTING SERVICES REQUEST FOR PROPOSALS.** 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 any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. The evaluation committee will identify responsive offers and evaluate responsive proposals between **June 16, 2011 and June 23, 2011.** 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, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

The initial evaluations will be based solely on the technical merits of the proposals and firms qualifications. Based on the initial evaluation, Finalists will be selected for further consideration.

8. Selection of Finalists

The Department plans multiple contract awards. The actual number will be dependent upon NMED's discretion and the quality and competitiveness of the proposals received. The Evaluation Committee will select, and the Procurement Manager will notify, finalists and the non-finalists after all proposals have been evaluated. Selection of Finalists will occur no later than **June 27, 2011**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

9. Oral Presentation by Finalists (if needed)

Finalist Offerors may be required to present their proposals to the Evaluation Committee on **June 30, 2011**. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held in Albuquerque or Santa Fe, New Mexico at a location to be determined. Each presentation will be limited to one (1) hour in duration including questions and answers.

10. Best and Final Offers From Finalists (if needed)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **July 06, 2011**. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

11. Notify Finalists / Negotiate and Finalize Contracts

The Evaluation Committee will select and the Procurement Manager will notify the selected finalists on **approximately July 07, 2011**.

Because this RFP is for professional environmental consulting and engineering services, costs of services shall be submitted in a separate Sealed Envelope for budgetary consideration upon selection of Finalists. The Agency may negotiate the fees, rates (hourly or by flat rate) and other expenses with the finalist, as necessary.

The contract will be finalized **approximately by July 13, 2011** with the Offerors whose proposal is most advantageous to the Agency and submitted to the Office of the State Auditor. In the event that mutually agreeable terms cannot be reached within the time

specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. US EPA Region 6 Approval

In accordance with 40 CFR 35.6550 (3), NMED must allow EPA a pre-award review and to approve the proposed procurement using CERCLA (Superfund) funds. Following final negotiations with the winning offeror, NMED shall seek EPA Region 6 review and approval by **July 22, 2011**.

13. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Department and the signed contract(s), the Agency will award the contract(s) on **approximately July 29, 2011**. The contract award date is subject to change at the discretion of the Agency.

The contract(s) shall be awarded to the Offeror(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points.

14. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. **The protest period for responsive Offerors shall begin on the day following the contract award date and will end at of close of business fifteen (15) days thereafter.** Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager listed below:

Margaret S. Trujillo, Protest Manager  
New Mexico Environment Department  
Operations and Infrastructure Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469

**Protests received after the deadline will not be accepted.**

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the following:

- State of New Mexico Procurement Regulations, GSD Rule 1.4.1 NMAC.
- State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978

- State Personnel Board Per Diem and Mileage Act, 2.42.2 NMAC
- 40 CFR, Part 31 “Uniform Administrative Requirements”
- 40 CFR, Part 32 “Government Wide Debarment & Suspension and Drugfree Workplace Requirements”
- 40CFR, 33.1030 “Model Clauses”
- 40CFR, Part 34 “Restrictions on Lobbying”
- 40CFR, Part 35, Subpart O “Cooperative Agreements & Superfund State Contracts for Superfund Response Actions”
- Executive Order Number 11738 “Clean Air & Water Act Compliance”
- Executive Order Number 11246 “Equal Employment Opportunity”
- Public Law 100-464 #8136.
- OSHA 29 CFR 1910

Copies of regulations are available on the web.

1. Acceptance of Conditions Governing the Procurement

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 VI of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used. If a subcontractor will be required to complete work, subcontractor cost and activity must be explained. If subcontractors are not specified in the proposal, a subcontractor can be identified for a specific work task once the contract is awarded; however, to do so, a minimum of three bids must be solicited. Additionally, the successful offeror is required to apply the six Affirmative Action Steps for soliciting subcontract proposals from minority business enterprises, women’s business enterprises, and labor surplus area firms (40 CFR Parts 31.36(e)(2) & 35.6580), should subcontractors be used. Use of subcontractors will require prior written approval of the Department.

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. Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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 will be considered firm for ninety (120) days after the due date for receipt of proposals or sixty (90) days after due date for the receipt of a best and final offer if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. 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 Agent 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 procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded, a Purchase Order is issued and approval of both by the 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 termination 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 concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Liability Insurance

The successful offeror who is awarded a contract shall maintain, at its expense during the term of the contract, the following insurance covering the services performed under this contract:

- a) Furnish evidence that operators, employed by the Contractor to operate equipment needed to meet the requirements of this Contract, are covered by Worker's Compensation Insurance as provided by the New Mexico Worker's Compensation Act
- b) Professional liability insurance in the minimum amount of \$500,000.00 per occurrence with a \$1,000,000 aggregate.

- c) Comprehensive general liability insurance for property damage in the amount of \$2,000,000 per occurrence (annual), as well as \$1,000,000 for bodily injury, each person, to a maximum of \$2,000,000.00 each occurrence (annual).
- d) Furnish evidence that: 1) all equipment to be used pursuant to this Contract is covered by public liability and property damage insurance with a good and reputable insurance company, authorized to do business in New Mexico; and 2) each motor vehicle to be used pursuant to this contract is covered in the minimum amount of \$500,000.00 for bodily injury to, or death of, one person in any one accident, and subject to said limit for one person. In addition, a limit of \$1,000,000.00 for bodily injury to, or destruction of property of others in any one accident must be provided.
- e) The insurance company issuing the Contractor's general comprehensive liability insurance coverage shall furnish the Agency with a certificate of such insurance with the provision that the policies are not subject to cancellation during the term of the Contract except upon thirty (30) days written notice to the Agency. The above requirements shall become an integral part of this Contract.
- f) If the Agency does not ask to see or to receive the aforementioned policies, such failure to act shall not operate as a waiver of the Contract term.
- g) It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof a third party beneficiary or to authorize any one a party to the Contract to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to persons, damages to property(ies) or any other claim whatsoever pursuant to the provisions of this Contract.

16. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix D, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix D, that 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 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.

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

17. Offeror's Terms and Conditions

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

18. Contract Deviations

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

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any 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.

20. 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

22. Notice

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

23. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

24. Right to Publish

Throughout the duration of this procurement process and contract term, potential 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

25. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

26. Compliance with US Environmental Protection Agency Regulations

The contractor must comply with contractual terms and conditions that include New Mexico Environment Department Regulations and Environmental Protection Agency Regulations (40 CFR Parts 31, 32, 33, 34 and 35; Attached, Appendix F).

27. Records Retention

The successful offeror will be required to retain project records for a minimum of ten (10) years after the completion of the work (40 CFR Part 36.6705).

28. Potentially Responsible Party Disclosure

Pursuant to 40 CFR Part 35.6550(b)(1)(2), the successful offeror will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative work is planned or undertaken and will be required to notify NMED of any conflicts of interest.

29. 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.

30. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

31. New Mexico Employees Health Coverage

a) For all contracts solicited and awarded on or after January 1, 2008: If the 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 must agree to:

- i. 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - ii. 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - iii. 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.
- b) Contractor 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://insurenwnewmexico.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 Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

32. New Mexico Employee Pay Equity Reporting

Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Offerors with less than 10 employees are exempt from the reporting requirements and must state this in the proposal unless 8 or more individuals are in the same job classification, Offeror must complete and submit Appendix G, PE10-249 Forms. See Implementation Guidance Appendix F, for statement of initiative. If Offeror 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 the contract period, Offeror must complete and submit Appendix G, PE10-249 form to include: PE10-249 Reporting Form, PE10-249 Worksheet, PE10-249 Pivot Table, PE10-249 Data Entry Form with the proposal. If Offeror has (250) or more employees Offeror must complete and submit Appendix H, PE250 form with the proposal. The forms are attached to this RFP as Appendix E. All successful Offerors will be required to agree to paragraph 22 of the Professional Services Agreement, attached to this RFP as Appendix D. It is suggested that Offerors read paragraph 22 of the Professional Services Agreement prior to submitting a proposal. Offeror must agree to levy the requirement to submit the PE10-249 forms or PE250 form on any subcontractor(s) performing more than 10% of the dollar value of this contract if the subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the

term of the contract. Please see [http://www.generalservices.state.nm.us/spd/pay\\_e.html](http://www.generalservices.state.nm.us/spd/pay_e.html) for more information.

#### IV. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Only one proposal shall be submitted for consideration by each Offeror.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original proposal and five (5) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals. All proposals shall be signed in blue ink.

C. PROPOSAL FORMAT

All proposals must be typewritten with a font equal to or larger than 12 on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, maps, etc.) and placed within a binder with tabs delineating each section. The certifications and documentation required in Section V, Number 10 below must be completed and included as an attachment to the original copy of the RFP. There is no page limitation, however, the proposal should be clear and concise, and still provide the reviewers with information that address the items listed below. The proposal must be structured to follow, in order, the headings outlined in Section IV.D below.

**All discussion of proposed billing rates, costs, expenses and General Cost Detail (contractor fee schedule) shall be submitted in a separate Sealed Envelope. The envelope should be clearly marked with the Offeror's name and labeled NEW MEXICO ENVIRONMENT DEPARTMENT, ENVIRONMENTAL ASSESSMENT AND REMEDIATION CONSULTING SERVICES - COST DETAILS**

D. PROPOSAL ORGANIZATION

The proposal must be organized with tabs and indexed in the following format. All proposals must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Summary of Company Experience
- d) Professional Qualifications
- e) Qualifications as Demonstrated by Similar Experience and Past Performance

- f) Proposal Summary; Technical Approach for Scope of Work
- g) Contractor References
- h) Health and Safety Plan (HASP) and Quality Assurance Plan (QAP)
- i) New Mexico Residency
- j) Completed Forms and Other Supporting Material
- k) Written Affirmative Response to Agency Terms and Conditions
- l) Offeror's Additional Terms and Conditions, if any
- m) Pricing Information and Financial Stability (submit in a separate sealed envelope)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

## V. MANDATORY SPECIFICATIONS

Award of the contract shall be made to the offeror whose proposal is most advantageous to the Department. Award will be based on the evaluation criteria listed below in Section VI as set forth by the State. Please note, that regardless of the overall score, a serious deficiency in anyone criterion may be grounds for rejection.

**Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

### A. MANDATORY SPECIFICATIONS

Offerors should respond in a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points according to the rating factors in Section VI. **Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

#### 1. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal **must**:

- a) identify the name, telephone number, of the submitting organization;
- b) identify the name, title, telephone number and email address of the person authorized to negotiate the contract;
- c) identify the names, telephone numbers and email of person to be contacted for clarification of the RFP, if different than (b) above;
- d) explicitly indicate by an affirmative statement acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- e) be signed by the person authorized to contractually obligate the organization;

- f) provide the State of New Mexico or other state CRS Tax Identification Number;
- g) acknowledge receipt of any and all amendments to this RFP by email response.

2. Table of Contents

3. Summary of Corporate Experience

Outline prime contractor's qualifications for the anticipated work outlined in the scope of work (Section II). Pertinent information includes size of the firm, number of employees in various specialties and number of employees in New Mexico. Include an organizational chart. Provide a summary of the Offeror's experience in work on Brownfields, VRP, CERCLA, or other hazardous waste, petroleum facility /projects and any distinguishing qualities, capabilities, or experience that uniquely qualifies the respondent to provide services. Define the types of services that you feel set your team apart, or that are outstanding, or that deserve special mention.

4. Professional Qualifications

The Offeror shall demonstrate their ability to provide staff, subcontractors or project partners with a good working knowledge of assessment, investigation and remediation at contaminated sites. Provide documentation demonstrating the Offeror's availability and details regarding technical staff, expertise, equipment, and services necessary to complete the Scope of Work. Provide a description of the experience, training, and labor category of key personnel. Identify key contact personnel that will communicate directly with NMED regularly over the course of the contract. Include a narrative that clearly identifies the number of years of experience of your team's personnel or other project partners have providing similar services. These credentials must include but are not limited to the following: academic degrees, licensure, and other pertinent certification and/or training information. Provide the resumes or short narratives of key staff members that would be assigned to provide the services. These summaries should include enough information to establish relevant experience, expertise, and competence. NMED requires that the key technical personnel listed in the proposal actually conduct the work assigned. Change of key personnel must be approved by NMED prior to commencement of tasks.

5. Qualifications as Demonstrated by Similar Experience and Past Performance

Provide specific details for projects that have been completed by the Offeror which demonstrate professional competencies similar to those that would be required by the SOW. The Offeror should include in this narrative the following information:

- a) Description of project
- b) Details of work performed, including description of any associated technical studies or competencies employed;
- c) Identification of specific tasks that were subcontracted (include identification of subcontractors);
- d) Duration of project;
- e) A description of the quality assurance program and processes applicable to the project
- f) Offeror's performance relative to project budget.

The Offeror should also summarize pertinent New Mexico experience, knowledge of various municipalities or localities as well as Brownfields, VRP, CERCLA or other types of contaminated sites in New Mexico, local subcontractors, etc.

6. Proposal Summary; Technical Approach for Scope of Work

Provide a summary of the Offeror's proposal and to explain why the Offeror's proposal should be selected. Material presented within this section should provide the Evaluation Committee with an overview of how the Offeror will address the specific technical requirements of the SOW. This narrative should detail the equipment, materials and technical competencies that will be employed in relation to the SOW requirements. Offerors should reference to similar or related work that has been performed for other projects (additional details for these projects should be provided in 5 above), as well as clearly identify and describe any relevant differences from these other projects. All assumptions inherent in the Offeror's proposal must be clearly stated. Demonstrate the firm's ability to respond rapidly to specific project needs in different parts of New Mexico. This section also should include a proposed timeline for specific types of SOW activities where possible.

7. Contractor References

Provide at least three (3) client references that can speak to the Offeror's technical expertise and performance on projects and activities similar to those detailed in the SOW.. Include contact names and titles, current telephone numbers, and e-mail addresses (if available). References will be checked. The Agency and its Procurement Manager will not attempt to obtain correct contact numbers if they are found to be incorrect during our check.

8. Health and Safety Plan (HASP) and Quality Assurance Plan (QAP)

Describe the Offeror's processes relating to maintaining site safety and general safe work consciousness among its employees and subcontractors. Offerors must identify the person with primary responsibility for safety programs (*i.e.*, Health and Safety Officer), and provide an outline of health and safety policies and measures that are used to recognize worksite hazards and to prevent worksite injuries. Please do not submit an actual or sample (HASP) document.

Quality Assurance (QA) is an integrated system that combines management and technical activities to support effective environmental activities. Projects that are performed under this contract, and that include the collection of environmental samples, will require the preparation of a project specific Quality Assurance Project Plan (QAPP). Each offeror must demonstrate that they have a detailed Quality System in place to support QAPP development and implementation.

A quality system includes the commitment of senior management, the establishment of a quality policy, clear outline of responsibilities, personal accountability, training, recordkeeping, internal assessments, corrective actions and development of a written plan.

Include a copy of relevant sections of the offeror's Quality Management Plan or Corporate Quality Assurance Plan as an Appendix to the proposal that includes a detailed description

of the offeror's quality system, a *selection* of Standard Operating Procedures (SOPs), and demonstrates the offeror's ability to produce QAPPs as part of this contract.

9. New Mexico Residency

Provide address of office where work will be completed.

10. Completed Forms and Other Supporting Material

A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include the completed forms.

**These forms only need to be submitted in the original copy of your proposal. Please place these forms in a separate sealed envelope with the name of your firm and the contents of the envelope clearly labeled and insert at the back of your original copy.**

- a) NMED "Certification of Independent Price Determination" form completed, dated, and signed in black ink. (Appendix B)
- b) NMED "Disclosure Requirements/Conflict of Interest Certification" form completed, dated, and signed in black ink. (Appendix B)
- c) NMED "Campaign Contribution Disclosure Form" completed, dated, and signed in black ink. (Appendix B)
- d) EPA "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form completed, dated, and signed in black ink. (Appendix B)
- e) EPA Superfund "Certification Regarding Lobbying" form completed, dated, and signed in black ink. (Appendix B)
- f) "Certification Regarding Drug-Free Workplace Requirements" form completed, dated, and signed in black ink. (Appendix B)
- g) Completed reference form giving contact information for at least three people, businesses or organizations that are knowledgeable of the contractor's past work experience (Appendix B)
- h) New Mexico Pay Equity Initiative Forms (Appendix E)
- i) Other Supporting Material, as deemed necessary, by the offeror

11. Written Affirmative Response to Agency Terms and Conditions

12. Offeror's Additional Terms and Conditions, if any

13. Pricing Information/Financial Stability

Note that specific costs must be submitted in a **separate sealed envelope** from the technical portion of the proposal.

- a) Offerors are required to submit prices in the format or similar format as shown on the General Cost Detail Form that is included in Appendix C of the RFP. These are the prices that NMED will pay for personnel, equipment and services. Include a rate sheet for any anticipated subcontractor services and the Offeror's markup rate for subcontractors
- b) Cost Tracking- A description of how the offeror tracks the cost on a project basis.
- c) Unforeseen Circumstances: A discussion of various circumstances that may cause the actual cost of a project to be more than that specified in a scope of work. Include a description of how unforeseen circumstances will be accounted for in a cost estimate.
- d) Provide evidence that the offeror's financial stability and ability to perform the proposed work, including insurance and bonding. Please describe required insurance, as stipulated in Section III.C.15 of the RFP. Proof of Insurance is required as an Appendix of the proposal.

Within each section of the proposal, offerors should address all items specified in the RFP. All forms provided in the RFP must be completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must be included only with the cost detail form and these must be included in a sealed envelope that accompanies the proposal.

**Any proposal that does not adhere to the requirements specified above may be deemed non-responsive and rejected on that basis.**

## VI. PROPOSAL EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

### B. EVALUATION FACTORS AND POINT ALLOCATION

Points will be awarded on the basis of the following evaluation factors:

<b>Technical Evaluation</b>	<b>POINTS</b>
1) Quality and Completeness of Response	<b>25</b>
2) Firm’s overall qualifications and experience	<b>100</b>
3) Project staff qualifications and experience	<b>150</b>
4) Demonstrated Experience	<b>150</b>
5) Technical Approach To Meet Scope of Work	<b>200</b>
6) Demonstrated quality system and HASP policies and offeror’s ability to produce HASPs and QAPPs	<b>75</b>
7) Firm’s references	<b>75</b>
8) New Mexico residency	<b>25</b>
<b>Technical Point Total</b>	<b>800</b>
<b>Finalist Evaluation</b>	
9) Oral Presentation*	<b>200</b>
<b>TOTAL POINTS</b>	<b>1000</b>

**\*Only Finalist Offerors will be given opportunities for oral presentations (if needed) and submittal of Best and Final offers.**

#### Evaluation Factors:

1. Quality and Completeness of the RFP. (25 points)  
Compliance with RFP Instructions and Quality and Completeness of the RFP (Format, completeness, copies of required signed forms)
  
2. Firm’s Overall Qualifications (100 points)

Points will be awarded based on the firms overall relevant experience, expertise, and competence for each of the anticipated work needs outlined in the SOW including experience in work on Brownfields, VRP, CERCLA, or other hazardous waste, petroleum facility/projects and any distinguishing qualities, capabilities, or experience that uniquely qualifies the respondent to provide services.

3. Project staff qualifications and experience (150 points)  
Points will be awarded based on the firm's current professional staff relevant experience, expertise, and competence on specific technical requirements of the SOW; work experience on assessment, monitoring, and remediation at hazardous waste, petroleum hydrocarbon and other contaminated sites.
4. Demonstrated Experience (150 points)  
Points will be awarded based on the firms past performance and experience in Brownfields, VRP, CERCLA or other types of contaminated sites. Emphasis will be placed on experience and comparable history of successful assessment, abatement, and remediation projects for hazardous waste, petroleum hydrocarbon and other contaminated sites.
5. Technical Approach To Meet Scope of Work (200 points)  
Points will be awarded on the of the firms understanding and approach to the specific technical requirements of the SOW. Points will also be awarded on the detailed description equipment, materials and technical competencies that will be employed in relation to the SOW requirements and proposed timeline for specific types of SOW activities.
6. Example HASP and QAPP (75 points)  
Points will be awarded on Offeror's processes relating to maintaining site safety and general safe work consciousness among its employees and subcontractors. Points will also be awarded on demonstration that the Offeror has a detailed Quality System in place to support QAPP development and implementation.
7. Firm's References (75 points)  
References will be checked to establish the firms professionalism, dependability, ability to meet project schedules and pricing and expertise and competence to perform technical requirements of the SOW.
8. New Mexico residency (25 points)  
Offerors who live and work in New Mexico will be awarded the maximum points. Offerors not residing in New Mexico will get zero points.
9. Oral Presentation (if needed)  
The factors by which the oral presentation will be evaluated are: quality and clarity of presentation, knowledge and experience of key staff, ability to answer technical questions, and demonstrated understanding of the elements of the scope of work detailed in Section II.A-C.

C. EVALUATION PROCESS

1. Each Offeror's proposal will be reviewed for compliance with the mandatory requirements as stipulated 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 III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform their evaluation, as specified in Section III, Paragraph C.19.
3. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted.
4. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The factors by which the oral presentation will be evaluated are: quality and clarity of the presentation, knowledge and experience of key staff, ability to answer technical questions, and demonstrated understanding of the elements of the scope of work detailed in Section II.A-C. Within the scoring criteria framework, as detailed in Section VI, the evaluation team reserves the right to adjust any and/or all technical merit scores based on information provided during the oral presentations and clarifications and updates to and refinements of the written proposals as originally submitted.
5. The responsive Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V and the oral presentations, will be recommended for a contract award as specified in Section III, Paragraph B.13. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDICES**

## APPENDIX A

### Acknowledgement of Receipt Form

REQUEST FOR PROPOSALS  
New Mexico Environment Department  
Professional Environmental Assessment and Remediation Consulting Services  
RFP # 11-667-00-00005

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **June 25, 2011**. 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 Agency's 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 Proposals.

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469  
[randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)

## **APPENDIX B**

### ***CERTIFICATIONS & DOCUMENTATION***

**Certification of Independent Price Determination**

**Disclosure Requirements/Conflict of Interest Certification**

**Campaign Contribution Disclosure Form**

**US EPA Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

**US EPA Certification Regarding Lobbying**

**Certification Regarding Drug-Free Workplace Requirements**

**Contractor References**

**New Mexico Environment Department**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(Must be included with Bid or Proposal)

**Professional Environmental Assessment and Remediation Consulting Services**

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (3) and Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 of the State of New Mexico, the undersigned contractor certifies that no collusion as defined by Federal and State antitrust laws, occurred during the preparation of the bid or proposal submitted herewith.

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(City, State, ZIP Code)

Independent Price Agreement

**New Mexico Environment Department**

**DISCLOSURE REQUIREMENTS/CONFLICT OF INTEREST CERTIFICATION**

(Must be included with Bid or Proposal)

**Professional Environmental Assessment and Remediation Consulting Services**

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (1) and (2), the undersigned contractor certifies that it will notify the New Mexico Environment Department of any actual, apparent, or potential conflict of interest regarding any individual working on a contract assignment or having access to information regarding the contract. Contractor will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative drilling work is planned or undertaken and will be required to notify NMED of any conflicts of interest. This notification shall include both organizational and personal conflicts of interest.

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, ZIP Code)

Disclosure Requirements/Conflict of Interest

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not

include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

---

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, a Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify the above statements. My explanation is attached.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by

OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-

0046

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
<b>11.</b>  Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print _____ Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>				Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### Certification Regarding Drug-Free Workplace Requirements

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989.

- A. The undersigned contractor certifies that it will provide a drug free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractors workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the contractors policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
  4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contractor, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  5. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. Place of Performance: The contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific project: (street address, city, county, state, zip code)

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An subcontractor who is an individual certifies that, as a condition of the contractor, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contractor.

This assurance is given in connection with any and all financial assistance from the Department of Energy after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The contractor recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees, and on the authorized official (or individual contractor, as appropriate) whose signature appears below.

---

Organization Name

Award Number

---

Name and Title of Authorized Representative

45

---

Signature

Date

## CONTRACTOR REFERENCES

### Professional Environmental Assessment and Remediation Consulting Services

Offeror is required to fill in contact information for three references of those who are familiar with the Offeror's performance.

#### Reference Number 1

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

City State Zip (Mailing Address)

Project last completed for Firm: \_\_\_\_\_

Date of last project: \_\_\_\_\_

#### Reference Number 2

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

State Zip (Mailing Address) City

Project last completed for Firm: \_\_\_\_\_

Date of last project: \_\_\_\_\_

#### Reference Number 3

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

City State Zip (Mailing Address)

Project last completed for Firm: \_\_\_\_\_

Date of last project:

---

## **APPENDIX C**

### **General Cost Detail Form**

## General Cost Detail Form

Description/Item	Rate	Unit	Comments/Key Personnel
<b>Labor Category</b>			
President			
Vice President			
Principal			
Professional Engineer			
Senior Engineer/Hydrologist/Scientist			
Project Engineer/Hydrologist/Scientist			
Staff Engineer/Hydrologist/Scientist			
Field Technician			
Risk Assessor			
H&S Officer			
QA/QC Officer			
Technical Writer/Editor			
Administrative Secretary			
Contracting Officer			
Information Technology Manager			
Information Technology/GIS Staff			
AutoCADD Operator			
Word Processor/Data Entry			
<b>Travel</b>			
Mob/Demob			
Per Diem			
Field Vehicle			
Field Vehicle			
<b>Equipment/Supplies</b>			
<b>Sampling Equipment</b>			
Auger, Hand			
Pump			
Pump			
Pump			
Controller			
Pressure Washer			
Generator			
Air Compressor			
Stainless Steel Samplers			
Survey Equipment			
Field GC			
GPS/Survey Equipment			
<b>Sampling Supplies</b>			
Bailers (disposable)			
Coliwassa (disposable)			
Sample filters (.45 micron)			

Description/Item	Rate	Unit	Comments/Key Personnel
Tubing			
Soil Sampling Tubes/Caps			
Cleaner (Alconox/Liqui-nox)			
Decontamination Kits			
<b>PPE Supplies</b>			
Level D Kit			
First Aid Kit			
Boots/Waders			
Booties, latex			
Ear Plugs			
Gloves, Latex			
Gloves, N-Dex			
Gloves, Nitrile			
Safety glasses			
Respirator Cartridges			
Tyvek			
<b>General Supplies</b>			
bailer cord			
Field Books			
Bubble Pack			
Containers			
Cooler			
Tape			
<b>Instruments</b>			
Conductivity, meter			
pH, Meter			
D.O., Meter			
Turbidity, Meter			
Oil/Water Interface Probe			
Water Level, Meter			
Pressure Transducer			
Data Logger			
PID			
FID			
Field Test Kits			
Vacuum Guages			
<b>Miscellaneous Equipment</b>			
Digital camera			
Cellular Phone			
Laptop Computer			
Surge Block			
<b>Office</b>			
Copies			

Description/Item	Rate	Unit	Comments/Key Personnel
Mail			
Telephone			
Overnight Delivery			
<b>Other Potential Costs</b>			
Subcontracting Fee			
Shipping fees			
ODCs, not listed above, at cost plus			
Rental Equipment, not listed above, at cost plus			

Note: This form is an example, please supply a detailed list of the labor categories, equipment and supplies that the offer proposes to use on this contract

## **APPENDIX D**

### **CONTRACT TERMS AND CONDITIONS**

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **ENVIRONMENT DEPARTMENT**, hereinafter referred to as the "Agency," and \_\_\_\_\_, 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 following work:

A. INSERT SCOPE OF WORK HERE

H. Performance Measures.

See Attachment 1

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ per hour, for Scope of Work items A through F and at the rate of \_\_\_\_\_ per Scope of Work on item G (Testimony) (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \_\_\_\_\_ excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \_\_\_\_\_ 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 \$ \_\_\_\_\_ per fiscal year and total four year amount of \$ \_\_\_\_\_. 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.

a. 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.**

C. Contractor must submit a detailed statement accounting for all services performed and

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **June 30, 2014** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*"

B 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.

**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.**

The Contractor warrants that it presently has no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**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 have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**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, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 Section 38-3-1 (G) NMSA 1978. 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 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.
- 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://insurenwemexico.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: William Olson  
Chief, Ground Water Quality Bureau  
1190 St. Francis Dr.  
P.O. Box 5469  
Santa Fe, NM 87502-5469  
[bill.olson@state.nm.us](mailto:bill.olson@state.nm.us)

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_

**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**, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dave Martin, Cabinet Secretary  
Environment Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ryan Flynn , General Counsel  
Environment Department – Certifying legal sufficiency

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: 00-000000-000

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DFA Contracts Review Bureau

**APPENDIX E**

**New Mexico  
Pay Equity Initiative**

**Executive Order Number 2009-049  
December 18, 2009**

## **IMPLEMENTATION GUIDANCE**

### **I. SCOPE**

This guidance applies to all solicitations issued or contracts awarded by an Executive Branch agency of the State of New Mexico on or after July 1, 2010.

### **II. DEFINITIONS**

The following definitions apply to the language contained in the Executive Order and this Implementation Guidance.

“Contractor” (also “State Contractor”) means an employer contracting with any Executive Branch agency of the State of New Mexico, which employer has ten (10) or more employees of record (full or part time) OR which employer has eight (8) or more employees of record (full or part time) in the same job classification.

“Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

“Job Title” means a specific designation of a position within an organization, normally associated with a job description that details the tasks and responsibilities that go with it.

“New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

“Pay Band” means the range of pay rates, from minimum to maximum.

“PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.

“PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees.

“Solicitation” means an Invitation to Bid or a Request for Proposals.

“Solicited” means sought through the use of an Invitation to Bid or a Request for Proposals.

“State Contract” (also “Contract”) means any agreement for the procurement of items of tangible personal property, services (including professional services) or construction. For purposes of this Executive Order guidance, “state contract” includes any contract resulting from an Invitation to Bid,

Request for Proposals or a Price Agreement – regardless how that Price Agreement was developed. It also includes any Purchase Order, or combination of Purchase Orders, exceeding \$20,000 (or combination of professional services agreements which exceed \$50,000) in any calendar year.

### **III. OCTOBER 1, 2010 AND BEYOND SOLICITATION REQUIREMENTS**

All solicitations made available to the public through any means on or after October 1, 2010 must contain the following language:

“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 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

“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.

“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, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“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.”

### **IV. OCTOBER 1, 2010 AND BEYOND CONTRACT REQUIREMENTS**

All contracts awarded resulting from a solicitation issued on or after October 1, 2010,

or

in the form of a price agreement awarded on or after October 1, 2010, resulting from an allowable method other than a solicitation

or

in the form of a Purchase Order, or combination of Purchase Orders, issued on or after October 1, 2010, exceeding \$20,000 or (combination of professional services agreements which exceed \$50,000) in any calendar year, must contain the following language:

“Employee Pay Equity Reporting

“Contractor agrees if it has ten (10) or more 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 required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“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 required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“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) calendar 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 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. 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) calendar 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.

“Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.”

## **V. SUBMITTAL OF REPORTS**

Until further notice, vendors shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

## **VI. AUDIT**

All information provided in PE10-249 and PE250 forms or after October 1, 2010 (unless submitted in conjunction with a solicitation issued prior to October 1, 2010) is subject to audit by the State of New

Mexico. Information provided prior to that date shall be considered for informational purposes only and not subject to audit.

## **VII. EXCEPTIONS**

Contractors with fewer than ten (10) employees are exempt, unless they have at least eight (8) employees in the same job classification.

Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

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.

## **VIII. EFFECTIVE DATE**

This Implementation Guidance shall be effective June 7, 2010.

**Pay Equity Reporting Form PE10-249**

<b>Company name:</b>	
<b>Mailing address line 1:</b>	
<b>Mailing address line 2:</b>	
<b>City, state, zip code:</b>	
<b>Phone:</b>	
<b>E-mail address:</b>	
<b>FEIN number:</b>	
<b>EAN number:</b>	
<b>SHARE vendor number:</b>	
<b>Reporting calendar year:</b>	

Job Category	No. Females	No. Males	Gap (Absolute %)
1 - Officers and Managers			N/A
2 - Professionals			N/A
3 - Technicians			N/A
4 - Sales Workers			N/A
5 - Office and Admin. Support			N/A
6 - Craft Workers (Skilled)			N/A
7 - Operatives (Semi-Skilled)			N/A
8 - Laborers (Unskilled)			N/A
9 - Service Workers			N/A

Total # Job Categories With No Employees	
Total # Female Only Job Categories	
Total # Male Only Job Categories	
Total # Females (all categories)	
Total # Full Time Females	
Total # Part Time Females	
Total # Males (all categories)	
Total # Full Time Males	
Total # Part Time Males	
Total # Employees	
Female % Workforce	
Male % Workforce	

**Document must be signed by the principal executive of the company:**

Name and title, printed	Signature	Date

### Pay Equity Report PE10-249 Worksheet

Company name: \_\_\_\_\_  
 Mailing address line 1: \_\_\_\_\_  
 Mailing address line 2: \_\_\_\_\_  
 City, state, zip code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 FEIN number: \_\_\_\_\_  
 EAN number: \_\_\_\_\_  
 SHARE vendor number: \_\_\_\_\_  
 Reporting calendar year: \_\_\_\_\_

Job Category	No. Females	Female Grand Total Comp.	Female Grand Total Hours	Female Avg	No. Males	Male Grand Total Comp.	Male Grand Total Hours	Male Avg	Gap (Absolute \$)	Gap (Absolute %)
1 - Officers and Managers				N/A				N/A	N/A	N/A
2 - Professionals				N/A				N/A	N/A	N/A
3 - Technicians				N/A				N/A	N/A	N/A
4 - Sales Workers				N/A				N/A	N/A	N/A
5 - Office and Admin. Support				N/A				N/A	N/A	N/A
6 - Craft Workers (Skilled)				N/A				N/A	N/A	N/A
7 - Operatives (Semi-Skilled)				N/A				N/A	N/A	N/A
8 - Laborers (Unskilled)				N/A				N/A	N/A	N/A
9 - Service Workers				N/A				N/A	N/A	N/A

Total # Job Categories With No Employees	9
Total # Female Only Job Categories	0
Total # Male Only Job Categories	0
Total # Females (all categories)	0
Total # Full Time Females	<input type="text"/>
Total # Part Time Females	<input type="text"/>
Total # Males (all categories)	0
Total # Full Time Males	<input type="text"/>
Total # Part Time Males	<input type="text"/>
Total # Employees	0
% of Total for Females	N/A
% of Total for Males	N/A

**Pay Equity Report PE10-249**

Pivot Table			Data		
Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Number of Employees	Sum of Total Annual Compensation (\$)	Sum of Total Annual Hours
<b>1</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
1 Total					
<b>2</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
2 Total					
<b>3</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
3 Total					
<b>4</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
4 Total					
<b>5</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
5 Total					
<b>6</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
6 Total					

Environmental Assessment and Remediation Consulting Services

7	f	ft	
		pt	
	f Total		
	m	ft	
		pt	
m Total			
7 Total			
8	f	ft	
		pt	
	f Total		
	m	ft	
		pt	
m Total			
8 Total			
9	f	ft	
		pt	
	f Total		
	m	ft	
		pt	
m Total			
9 Total			
<b>Grand Total:</b>			

**Pay Equity Report PE10-249 Data Entry Form**

<b>Company Name:</b>	
<b>Mailing address line 1:</b>	
<b>Mailing address line 2:</b>	
<b>City, state, zip code:</b>	
<b>Phone:</b>	
<b>E-mail address:</b>	
<b>FEIN number:</b>	
<b>EAN number:</b>	
<b>SHARE vendor number:</b>	
<b>Reporting calendar year:</b>	

Emp. ID (Name or Number)	Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Total Annual Compensation (\$)	Total Annual Hours
	1	m	ft	-	-
	2	m	ft	-	-
	3	m	ft	-	-
	4	m	ft	-	-
	5	m	ft	-	-
	6	m	ft	-	-
	7	m	ft	-	-
	8	m	ft	-	-
	9	m	ft	-	-
	1	m	pt	-	-
	2	m	pt	-	-

	3	m	pt	-	-
	4	m	pt	-	-
	5	m	pt	-	-
	6	m	pt	-	-
	7	m	pt	-	-
	8	m	pt	-	-
	9	m	pt	-	-
	1	f	ft	-	-
	2	f	ft	-	-
	3	f	ft	-	-
	4	f	ft	-	-
	5	f	ft	-	-
	6	f	ft	-	-
	7	f	ft	-	-
	8	f	ft	-	-
	9	f	ft	-	-

**CON'T**

<b>Emp. ID (Name or Number)</b>	<b>Job Category Number</b>	<b>Gender (m or f)</b>	<b>Full/Part (ft or pt)</b>	<b>Total Annual Compensation (\$)</b>	<b>Total Annual Hours</b>
	1	f	pt	-	-
	2	f	pt	-	-
	3	f	pt	-	-
	4	f	pt	-	-
	5	f	pt	-	-
	6	f	pt	-	-
	7	f	pt	-	-
	8	f	pt	-	-
	9	f	pt	-	-

- |                                     |   |
|-------------------------------------|---|
| <b>Job Category numbers to use:</b> |   |
| <b>1</b>                            | <b>Office &amp; Managers</b>                |
| <b>2</b>                            | <b>Professionals</b>                        |
| <b>3</b>                            | <b>Technicians</b>                          |
| <b>4</b>                            | <b>Sales Workers<br/>Office &amp; Admin</b> |
| <b>5</b>                            | <b>Support<br/>Craft Workers</b>            |
| <b>6</b>                            | <b>(Skilled)<br/>Operatives</b>             |
| <b>7</b>                            | <b>(Semi-skilled)</b>                       |
| <b>8</b>                            | <b>Laborers (unskilled)</b>                 |
| <b>9</b>                            | <b>Services Workers</b>                     |

# New Mexico Pay Equity Initiative

Executive Order Number 2009-049

December 18, 2009

**Form PE250: 250 or More Employees**

The Reporting Template below is for information only at this time. The State of New Mexico will provide a spreadsheet template with formulas to be used for automatic calculation of gender pay gaps by December 1, 2010, and for automatic generation of required reports, including the pay band breakdowns in the form below. Appropriate instructions and explanations will be included. The Percentage Pay Gap should reflect the difference between the average pay for all men in the category compared to the average pay for all women in the category. \*This will be a positive number. Specify to 2 decimal places. Eg. 12.38% \*\*Optional prior to December 15, 2010.

Job Category	# of Employees Total	# of Men / % of Men	# of Women / % of Women	Percentage Pay Gap Between Salaries of Men and Women
Officials and Managers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Professionals	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Technicians	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Sales Workers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Office & Admin Support	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Craft Workers (Skilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Operatives (Semi-skilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Laborers (Unskilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Service Workers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Average of All Employees	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*