

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES AGENCY
AND
NEW MEXICO ENVIRONMENT DEPARTMENT
GROUND WATER QUALITY BUREAU**

REQUEST FOR PROPOSALS (RFP)

**On-site Training and Technical Assistance
For
New Mexico Wastewater Treatment Facilities**



RFP# 13-667-00-00003

April 19, 2013

Proposals Due by 12:00 PM, MDT, May 24, 2013

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of selecting a qualified training provider to deliver on-site training and technical assistance to New Mexico wastewater treatment facilities located throughout the state which are regulated by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB), provide classroom training to NMED personnel on wastewater treatment topics and report on training and technical assistance activities. The contractor shall be compensated for approved deliverables. The Agency reserves the right to cancel the procurement and award no contract if it is deemed in the best interest of the State.

B. BACKGROUND INFORMATION

1. THE NEW MEXICO ENVIRONMENT DEPARTMENT'S MISSION:

The New Mexico Environment Department's mission is to provide the highest quality of life throughout the state by promoting a safe, clean, and productive environment.

2. THE NEW MEXICO ENVIRONMENT DEPARTMENT'S GOALS AND OBJECTIVES

In meeting the goals of our Mission, we are committed to:

- Providing clear articulation of our goals, standards, and expectations in a professional manner so that employees and the public can make informed decisions and be actively involved in setting priorities;
- Promoting environmental awareness through the practice of open and direct communication and sound decision-making by carrying out the mandates and initiatives of the Agency in a fair and consistent manner.

The New Mexico Environment Department was established under the provisions set forth in the Agency 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.

C. SCOPE OF PROCUREMENT

A. The Project Will Consist Of:

Providing on-site training and technical assistance to wastewater treatment facility operators, managers and laboratory personnel throughout New Mexico,
Providing classroom training on wastewater treatment topics to Environment Agency personnel, and;
Reporting training and technical assistance activities to the GWQB.

B. The Contractor Shall Provide The Following Services For The GWQB:

a. On-site training and technical assistance:

The contractor will provide on-site training and technical assistance through site visits to wastewater treatment facilities regulated under permits issued by the GWQB. Site visits can be conducted with or without Environment Agency personnel present. A list of the candidate facilities needing assistance each quarter will be maintained by the GWQB and the priority and secondary sites to receive assistance each quarter will be identified for the contractor by the GWQB. At the beginning of each quarter, the contractor and the GWQB will communicate to identify site visits to be conducted during the quarter and the goals of the on-site assistance for each facility. Sites already visited that need to receive repeat assistance will also be identified. The contractor will then contact the identified sites to arrange site visits and coordinate with the GWQB technical reviewer to afford the reviewer a chance to attend the site visit. The initial visit to a site will be utilized to identify the causes of non-compliance with state and federal discharge permits and identify training and technical assistance needs. Training and technical assistance may begin, and will sometimes be completed, on the initial visit. In other cases, multiple visits will be necessary to meet the training goals. Performance goals and deliverables for on-site visits shall be in accordance with Attachment 1.

b. Classroom training for Environment Agency personnel:

The contractor will provide up to three ½ day (3 to 4 hour) courses of classroom training for Environment Agency personnel. The course topics will be decided upon by the Environment Agency, and may include:

- i. General information on the design, operation and/or maintenance of wastewater treatment facilities, sanitary sewers and solids handling facilities.
- ii. Sample collection, preservation, transport and analysis using methodologies identified under Section 20.6.2.3107 of the Water Quality Control Commission Regulations (20.6.2 NMAC) for wastewater, reclaimed wastewater, soils and sludge.
- iii. Wastewater reclamation and reuse.
- iv. Other related topics.

Classroom training will be conducted in Santa Fe at a facility provided by the Environment Agency. Training may occur at any period throughout the contract at dates and locations coordinated between the GWQB and the contractor. Training materials shall be approved for use by the GWQB. The contractor shall ensure that all training has been pre-qualified for receipt of utility operator

“training credits” on a 1 for 1 basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The training provider shall maintain a list of all certified operators that attend the training sessions and shall submit training credits to the Facility Operations Section of the Environment Agency in accordance with their training credit submittal policy.

A. Contract Reporting:

The contractor shall prepare written reports on the contract activities for each quarter. The reports shall detail:

- i. The location, date and participants of on-site visits,
- ii. The identified causes of non-compliance, or threats to compliance, for each facility,
- iii. The training and technical assistance provided during each on-site visit,
- iv. The outcome of the training and technical assistance activities, and;
- v. Recommendations for future training or technical assistance activities at each site.
- vi. The location, date and list of participants for each NMED personnel classroom training event.

The reports shall be submitted to the GWQB within 30 days of the end of each quarter when work was performed.

D. PROFESSIONAL AND TECHNICAL SERVICES REQUIRED

The selected Offeror will provide professional technical, reporting and administration services consisting of the items identified below:

On-site wastewater treatment facility operator training shall be provided by an operator currently certified by the New Mexico Water Quality Control Commission as a Level IV wastewater facility operator with at least 5 years of experience in wastewater operator training conducted in New Mexico.

Classroom operator training shall be provided by an operator currently certified by the New Mexico Water Quality Control Commission as a Level IV wastewater facility operator with at least 5 years of experience in wastewater operator training conducted in New Mexico.

Report preparation, meetings and associated activities shall be provided by the person actually responsible for providing the training.

E. PROJECT INFORMATION

1. Location of Work

Work will be performed throughout the entire state of New Mexico. Approximately 33% of on-site visits will occur within 100 miles of the City of Albuquerque, 33% within 200 miles of the City of Albuquerque and the remainder within 300 miles of the City of Albuquerque (with a few exceptions). All classroom training events will occur in the City of Santa Fe.

2. Scope of Procurement

The goal of this RFP is to put into place a contract for the services as described in the Scope of Work, Section I, Paragraph C. It is anticipated that the contract will begin on July 31, 2013 or as soon as possible for an initial term of approximately 11 months. NMED reserves the option of renewing the contract (for 12 months each time) for up to three additional years, or any portion thereof. In no case will the contract, including renewals thereof, exceed a total of four (4) years in duration.

F. *PROCUREMENT MANAGER*

1. The New Mexico Environment Department Ground Water Quality Bureau has designated a Procurement Manager who is responsible for the conduct of this procurement. The name, address and telephone number of the Procurement Manager are listed below.

Robert J. George
Domestic Waste Team Leader
New Mexico Environment Department
Ground Water Quality Bureau
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
Office Phone: (505) 476-3648
FAX: (505) 827-2965
E-mail: robert.george@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Robert J. George
NMED-GWQB
1190 Saint Francis Drive
Suite N-2250, RM N-2256
Santa Fe, New Mexico 87505

On Package Reference: RFP #: 13-667-00-00003

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

G. *DEFINITION OF TERMINOLOGY*

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

The following terms used throughout this RFP, including appropriate abbreviations, shall have the following meanings:

“Abatement” means to reduce in amount, degree or intensity or to eliminate.

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

“Agency” means the New Mexico Environment Department

“Compliance” means to function within the limits, requirements or specifications of the terms and conditions of a ground water Discharge Permit issued by the GWQB.

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

“Contractor” means the Successful Offeror awarded the Agreement/Contract.

"Agency" means the New Mexico Environment Department.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

"DFA" means the New Mexico Agency of Finance and Administration.

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

"Evaluation Committee" means a body appointed by NMED’s management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to NMED for contract award that contains all written determinations resulting from the conduct of the procurement requiring the evaluation of competitive sealed proposals.

"Finalist" means an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

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

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

"Operator" means any person in control of, or having responsibility for, the daily operation of a wastewater treatment facility or facility associated with wastewater treatment.

"Owner" means, the legally responsible party under a ground water Discharge Permit.

"Person" means any individual, trust, firm, joint stock company, federal Agency, corporation including a government corporation, partnership, association, state, municipality, commission, political subdivision of a state, or any interstate body. "Person" includes a consortium, a joint venture, a commercial entity, and the United States Government.

"Permittee" means the responsible party to whom a ground water Discharge Permit has been issued by the GWQB pursuant to the WQCC Regulations.

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

"Procurement Code Regulations" means General Services Agency (GSD) Rule 1.4.1 NMAC. "Project Procurement Manager" means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

"Purchase Order" means the document which directs a consultant contractor to deliver services pursuant to an existing contract.

"Qualified firm" means a training provider with applicable and demonstrated wastewater treatment and training experience, either singly, in partnership with other qualified individuals or firms, or as a prime contractor.

"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 its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the professional 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 this Request for Proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Secretary" means the Secretary of the New Mexico Environment Department also known as the Secretary of the Environment.

"Site" means in this context, a wastewater treatment facility, collection system, discharge area or any associated component therein.

Abbreviations include the following:

(ASD) New Mexico Environment Department Administrative Services Division

(DFA) New Mexico Agency of Finance and Administration

(GSD) New Mexico General Services Agency

(GWQB) NMED Ground Water Quality Bureau

(MDT) Mountain Daylight Savings Time

(MST) Mountain Standard Time

(NMAC) New Mexico Administrative Code

(NMED) New Mexico Environment Department

(OFB) Office of Finance & Budget

(PE) Professional Engineer

(RFP) Request for Proposal

(SPA) Statewide Pricing Agreement

(WQCC) New Mexico Water Quality Control Commission

H. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:

<http://www.generalservices.state.nm.us/statepurchasing/>

New Mexico Water Quality Control Commission Regulations, 20.6.2 NMAC:

<http://www.nmcpr.state.nm.us/nmac/parts/title20/20.006.0002.htm>

An example ground water DISCHARGE PERMIT, DP-XXXX:

(Contact Procurement Manager)

An example QUARTERLY REPORT of on-site training and technical assistance activities:

(Contact Procurement Manager)

- End of Section -

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule. Offerors will be notified of any extension.

1. Action	Responsibility	Calendar Date
2. Issue RFP	GWQB	April 19, 2013
3. Advertise RFP	GWQB	April 19, 2013
4. Pre-Proposal Conference	GWQB & Potential Offerors	May 1, 2013
5. Distribution List Response	Potential Offerors	May 3, 2013 No later than 3:00 PM, MDT
6. Deadline to Submit Additional Written Questions	Potential Offerors	May 3, 2013 No later than 5:00 PM, MDT
7. Response to Written Questions/RFP Amendments	GWQB	May 10, 2013
8. Submission of Proposal	Offeror	May 24, 2013 No later than 3:00 PM, MDT
9. Proposal Evaluation	Evaluation Committee	May 29, 2013
10. Selection of Finalists	Evaluation Committee	May 31, 2013
11. Best & Final Offer (if needed)	Offeror Finalists	June 5, 2013 No later than 3:00 PM MDT
12. Selection of Contractor	Evaluation Committee	June 7, 2013
13. Finalize Contract	Contractor	June 28, 2013
14. Contract Award	Agency	~ July 15, 2013
15. Protest Deadline	Offerors	~ July 31, 2013 No later than 5:00 PM MDT

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the State of New Mexico Environment Department on April 19, 2013.

2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events on May 1, 2013 beginning at 9:00 AM MDT in the GWQB Conference Room, (Room N-2303, Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM 87502). Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph F). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

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

3. Distribution List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt 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 to the Procurement Manager by 3:00 PM MDT on May 3, 2013.

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MDT on May 3, 2013 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph F. Written question may be submitted to the Procurement Manager via e-mail (preferable).

5. Response to Written Questions/ RFP Amendments

Written responses to written questions will be distributed via e-mail on May 10, 2013 to all potential Offerors whose organization name appears on the procurement distribution list and will be posted to the Agency's web site.

Additional written request for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) business days after the answers and/or amendments were issued (by 5:00 PM MDT on May 14, 2013).

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON MAY 24, 2013. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph F. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP #: 13-667-00-00003: On-Site Training and Technical Assistance, NMED-GWQB. Proposals submitted by facsimile, or other electronic means (e.g., e-mail), will not be accepted.

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals has been fully executed.

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, Paragraph A, Sequence of Events or as soon as possible.

9. Best and Final Offers (if needed)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II, Paragraph A, Sequence of Events or as soon as possible.

10. Oral Presentation by Finalists (if needed)

Finalist Offerors may be required to present their proposals to the Evaluation Committee (if needed, date to be determined). The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held in 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.

11. Negotiation – Fee for Services

The fee for services will be finalized with the most advantageous Offerors as per schedule Section II, Paragraph A, Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a fee for service with the next most advantageous Offerors without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report, the recommendations of the GWQB and the signed contract, the Agency will award the contract as per the schedule in Section II, Paragraph A, Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Agency. All Offerors will be notified by e-mail on the date that the contract is awarded and notice of the award will be posted on the Agency's website.

The contract shall be awarded to the Offerors whose proposals are most advantageous to the State of New Mexico and the New Mexico Environment Department, taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The contract shall begin on or around July 15, 2013 or as soon as possible thereafter and will continue for four (4) fiscal years. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration.

The contract award is subject to appropriate Agency and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contract and will end at 5:00 pm MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to:

Ben Naranjo, Protest Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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, Sections 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 Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part should the Agency or SPD determine such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Liability Insurance

A successful Offeror who is awarded a contract shall furnish general comprehensive liability insurance for property damage in the amount of \$1,000,000.00 for each occurrence (annual), as well as \$1,000,000.00 for bodily injury, each person, to a maximum of \$2,000,000.00 each occurrence (annual).

A successful Offeror who is awarded a contract shall furnish evidence that 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. The Contractor shall furnish evidence that each motor vehicle to be used by the Contractor 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.

The insurance company issuing the Contractor's general comprehensive liability insurance coverage shall furnish NMED 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 NMED. The above requirements shall become an integral part of this Contract.

The Contractor shall furnish evidence that employees 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.

If the Environment 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.

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 C, "SAMPLE CONTRACT". However, the contracting Agency reserves the right to negotiate with an 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 terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions 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.

17. Offeror's Terms and Conditions

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

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

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 same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative is 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 kickbacks.

23. Agency Rights

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

24. Right to Publish

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

25. Ownership of Proposals

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

26. Confidentiality

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

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

27. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II, Paragraph B.4, Deadline to Submit Additional Written Questions, and Section II, Paragraph B.5, Response to Written Questions).

28. 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 Agency, the version maintained by the Agency shall govern. Please refer to: <http://www.generalservices.state.nm.us/statepurchasing/>.

29. New Mexico Employees Health Coverage

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) 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;

(b) 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

(c) 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.

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

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://insurenwemexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

30. Campaign Contribution Disclosure Form

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

31. Pay Equity Reporting Requirements

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract.

“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.”

32. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state Agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state Agency or local public body.
- b. Have within a three-year period preceding this offer, been convicted of or had civil judgment 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) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- c. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- d. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
 - i. Taxes are considered delinquent if both of the following criteria apply:
 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- e. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state Agency or local public body.

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

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

33. Conflict of Interest; Governmental Conduct Act.

The Offeror 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 Offeror 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.

- End of Section -

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and 3 identical copies (4 total) of their proposal (Binder 1), 1 original, and 3 identical copies (4 total) of the cost proposal (Binder 2) and one (1) original of the completed forms and other supporting material (Binder 3) to the location specified in Section I, Paragraph F.1 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten in a 12 point font or larger on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. The original and all copies should be submitted in sealed envelopes that identify the contents as “Binder #1, Binder #2 and Binder #3”, respectively. The original proposal shall be signed in blue ink and identified as “Original” on the front of the binder. 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 III, Paragraph C.1 below.

Responses consisting solely of marketing material, unclear, poorly organized or incomplete proposals, will be deemed non-responsive and will be rejected on that basis. Electronic versions of proposals will be considered non-responsive and will be rejected on that basis.

1. Proposal Content and Organization

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

Binder #1:

- a. Signed Letter of Transmittal Form (see APPENDIX F)
- b. Table of Contents
- c. Background of Firm
- d. On-site Technical Assistance Experience
- e. Compliance Assistance Skills
- f. Classroom Training Experience

- g. Staff Qualifications and Experience
- h. Problem Solving Example
- i. References (see APPENDIX G)
- j. Health and Safety Plan
- k. Licensure
- l. Offeror's Additional Terms and Conditions (if any)

Binder #2:

- m. Completed Cost Response Form (see APPENDIX D)

Binder #3:

- n. Campaign Contribution Form(see APPENDIX B)
- o. Signed Employee Health Coverage Form (see APPENDIX E)
- p. Resident Veterans Preference Certification (if applicable, see APPENDIX H)
- q. Signed Agreement of Pay Equity Reporting Requirements (see Section II, Paragraph C.31)
- r. Other Supporting Material

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

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

Offerors may attach other material they believe may improve the quality of their responses. However, these materials should be included in Binder #3.

2. Letter of Transmittal

The Offerors proposal Binder #1 must be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal MUST include the following:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;

- e. Identify if sub-contractors will be used in the performance of the contract award.
- f. Describe any relationship with any entity with which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C;
 - ii. Acceptance of Section V of this RFP
 - iii. Acknowledge receipt of any and all amendments to this RFP.
 - iv. Be signed by the person authorized to contractually obligate the organization;

- End of Section -

IV. SPECIFICATIONS

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

A. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points according to the Evaluation Factors presented in Section V, Paragraph B below.

If a firm or group, specify number of employees, and include an organizational chart. Provide a brief summary of any distinguishing qualities, capabilities, or experience that uniquely qualifies the respondent for this project. Define the types of services that you feel set your firm apart, or that are outstanding, or that deserve special mention.

1. Offeror's On-site Technical Assistance Experience

Offerors must provide a narrative description of the firm's experience providing on-site technical assistance to wastewater utilities, including years of experience, span of knowledge/skills and overall performance record. Include a list of on-site technical assistance activities at wastewater treatment facilities that your firm or project team members have been involved in over the last 5 years to assist with rating your proposal for this requirement.

Offerors proposal must include a description of how the firm will complete the scope of work, as detailed in Section I, Paragraph C. Responsive proposals shall contain a detailed description of the approach that your firm will use to reach to meet the goals of returning facilities to compliance with their ground water Discharge Permits, avoiding non-compliance and increasing operator's skills as contained in this RFP.

Offerors will specify methods, partners, and/or other options that are proposed to be used to complete the scope of work including analytical methods, field tests and troubleshooting methods that will be employed by the contractor.

Equipment that is owned and/or rented and will be used by the contractor for troubleshooting, training, on-site analysis, sample collection and any other pertinent applications in fulfilling the goals of this contract shall be listed.

2. Offeror's Compliance Assistance Skills

The Offeror shall demonstrate that it has the ability to provide operators, owners, managers with a good working knowledge of wastewater treatment facility operation and maintenance, laboratory analytical procedures, operating budget, permit application preparation, and practical operator training. The successful Offeror must also demonstrate that it has an understanding of the requirements of ground water Discharge Permits and the capability to identify the causes of non-compliance with permit requirements and return facilities to compliance through operator training. Include documentation demonstrating that the Offeror has the available technical staff, expertise and services necessary to complete the Scope of Work. Include a narrative that clearly identifies the number of years of experience that the Offeror's staff has providing similar services. Document relevant experience, expertise, and competence.

3. Offeror's Classroom Training Experience

The Offeror shall demonstrate that it has the ability to provide classroom training on wastewater topics for Environment Department personnel. The course topics may include:
General information on the design, operation and/or maintenance of wastewater treatment facilities, sanitary sewers and solids handling facilities,
Sample collection, preservation, transport and analysis using methodologies identified under Section 20.6.2.3107 of the Water Quality Control Commission Regulations (20.6.2 NMAC) for wastewater, reclaimed wastewater, soils and sludges.

Water reclamation

Related topics

Include documentation demonstrating that the Offeror has the available technical staff, expertise and services necessary to complete the Scope of Work. Include a narrative that clearly identifies the number of years of experience that the Offeror's staff has providing similar services. Document relevant experience, expertise, and competence.

4. Offeror's Staff Qualifications and Experience

The Offeror's proposal must include a description of the credentials and relevant experience of the key personnel responsible for the successful completion of the specific scope of work. These credentials must include but are not limited to the following: academic degrees, licensure, and other pertinent certification and/or training information. The resumes or short experience narratives of key staff members that would be assigned to provide the services should describe the specific experience of each proposed staff member as it relates to knowledge and experience in providing on-site technical assistance and training to wastewater utility operators, laboratory personnel, facility managers and in conveying the permit status of facilities to local municipal officials and owners. List individuals by name, and work assignments. At a minimum provide information about those individuals who will have the greatest impact and responsibility for successfully completing the project. (i.e. the project manager, operator and/or any others deemed important by the respondent).

Provide contact information for the key individuals including e-mail address.

5. Problem Solving Example

Provide a short summary (not to exceed three pages) of a difficult or unusual wastewater treatment or analytical laboratory problem or situation that the Offeror encountered during the course of providing on-site technical assistance and training. Include details regarding how the situation was resolved, and why the approach was successful. This problem should demonstrate the Offeror's ability to successfully and creatively troubleshoot a problem.

6. References

Provide at least three (3) but no more than five (5) client references on the form provided in APPENDIX G. Include contact names, current telephone numbers, and e-mail addresses (if available). References will be checked. No attempt will be made to obtain correct contact information if it is found to be incorrect. If references cannot be contacted, it could negatively affect an Offeror's rating.

7. Health and Safety Plan

The Offeror must include an example copy of a relevant and site-specific health and safety plan. Please note: it is not necessary to write a health and safety plan specifically for this RFP. An example site-specific health and safety from a relevant site is all that is required.

8. Licensure

In order to be considered responsive, proposals shall contain a Statement of Qualifications for your firm's authorized representative. This statement shall include all of the following:

The employment relationship between the Level IV certified operator/trainer that will be conducting the training activities and the proposing firm;

A copy of the certified operator/trainer's New Mexico Utility Operator Level IV wastewater certification;

A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a copy of the trainer's current New Mexico Utility Operator Level IV wastewater certification.

9. Offeror's Additional Terms and Conditions

Offeror must submit a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency (if applicable).

10. Oral Presentation

If selected as a finalist, Offerors may be required to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

B. BUSINESS SPECIFICATIONS

1. Cost Effectiveness

The Offeror must propose a cost estimate on the Cost Response Form located in Appendix D for the following items. If information is not provided on the form in Appendix D, in the correct order, the proposal may be eliminated for further consideration.

Include the following:

- a. A specific cost estimate for each one-day on-site technical assistance and training site visit.
- b. A specific cost estimate for each ½ day classroom training event.
- c. A specific cost estimate for fulfilling the quarterly reporting requirements for the contract (based upon each one-day technical assistance and training site visit conducted).
- d. The maximum and minimum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.
- e. The maximum and minimum number of ½ day classroom training events that your firm is proposing to perform per year.
- f. A total estimated annual cost of the entire project taking into account your firm's preferred number of site visits, classroom training events and the reporting needed to fulfill the contract.

Information must be detailed enough to accurately evaluate the proposal. Include narrative description for any deviations, modifications or additions to the scope of work, as necessary in the table, and clearly identify all items included in each cost estimate.

The applicable New Mexico Gross Receipts Tax will be paid by the Contractor and reimbursed by the Agency, however for this cost comparison do not include New Mexico Gross Receipts Tax as part of your total.

2. Campaign Contribution Disclosure Form

The Offeror must complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in APPENDIX E. The unaltered form must be completed and must be signed by the person authorized to obligate the company.

4. Pay Equity Reporting

The Offeror must agree with the requirements of Pay Equity Reporting as defined in Section II, Paragraph C.31. Report is due at the time of contract award.

A statement of concurrence with this requirement must be included in Offeror's submitted proposal.

C. ADDITIONAL FACTORS

1. Resident Business

The funding for this contract originates exclusively from federal sources; therefore, the Resident Business Preference does not apply, per Section 13-1-21 NMSA 1978.

2. Resident Veterans Preference

For resident Veterans Preference, the Resident Veterans Preference Certification Form in APPENDIX H must be completed, signed, and submitted with the proposal. This is in addition to a copy of the preference certificate issued by the New Mexico Taxation and Revenue Agency (pursuant to Section 13-1-22 NMSA 1978), which must also be submitted with the proposal in order to receive the preference. This preference does not apply to Offerors which are public agencies.

- End of Section -

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary

Factor	Points Available
A. Technical Specifications	600 points (maximum)
A(1) Offeror's On-site Technical Assistance Experience	100 points
A(2) Offeror's Compliance Assistance Skills	100 points
A(3) Offeror's Classroom Training Experience	100 points
A(4) Offeror's Staff Qualifications and Experience	100 points
A(5) Response from firm's references	100 points
A(6) Thoroughness and applicability of the submitted problem solving example	100 points
A(7) Health and safety plan	Pass/Fail
A(8) Required licensure	Pass/Fail
B. Business Specifications	400 points (maximum)
B(1) Cost per on-site visit	200 points
B(2) Cost per ½ day classroom training event	100 points
B(3) Cost of reporting	100 points
B(4) Letter Of Transmittal	Pass/Fail
B(5) Campaign Contribution Disclosure Form	Pass/Fail
B(6) Employee Health Coverage Form	Pass/Fail
B(7) Pay Equity Reporting	Pass/Fail
SUBTOTAL	1,000 points (maximum)
C. Additional Factors	100 points (maximum)
C(1) Resident Veteran Preference	Up to 100 points
TOTAL	1,100 points (maximum)

B. EVALUATION FACTORS

1. A (1) Offeror's On-site Technical Assistance Experience

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the firms experience providing on-site technical assistance to New Mexico wastewater utilities and the perceived validity of the response.

2. A (2) Offeror's Compliance Assistance Skills

Points will be awarded based upon the Offeror's demonstrated understanding of ground water Discharge Permit requirements and the capability to identify the causes of non-compliance in wastewater utilities and return systems to compliance through operator training.

3. A (3) Offeror's Classroom Training Experience

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff.

4. A (4) Offeror's Staff Qualifications and Experience

Points will be awarded based upon the education and experience of the project staff members that will be responsible for providing on-site technical assistance and training.

5. A (5) Response from firm's references

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offerors overall performance.

6. A (6) Thoroughness and applicability of the submitted problem solving example

Points will be awarded based upon the thoroughness and applicability of the problem solving example submitted by the Offeror to demonstrate how the Offeror handled a difficult or unusual wastewater treatment or analytical laboratory problem or situation that the Offeror encountered during the course of providing on-site technical assistance and training.

7. A (7) Health and Safety Plan

No points will be awarded for the Health and Safety Plan. However, a proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include an example Health and Safety Plan.

8. A (8) Required licensure

No points will be awarded for demonstration of the required licensure. However, a proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a copy of the trainer's current New Mexico Utility Operator certification.

9. B (1, 2 and 3) Cost Effectiveness

For the cost factors association with each on-site training and technical assistance visits (B1), each ½ day training event (B2) and the reporting elements (B3), the evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Points Available} = \text{Points Awarded}$$

Points will be awarded for each separate category (B1, B2 and B3).

10. B (4) Letter of Transmittal Form

No points will be awarded for the letter of transmittal form. The Offeror must complete the letter of transmittal form and the form must be signed by the person authorized to obligate the company and submitted with the Offeror's proposal. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a Letter of Transmittal Form. See APPENDIX F.

11. B (5) Campaign Contribution Disclosure Form

No points will be awarded for the campaign contribution disclosure form. The Offeror must complete an unaltered Campaign Contribution Disclosure Form and the form must be signed by the person authorized to obligate the company and submitted with the Offeror's proposal. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a Campaign Contribution Disclosure Form. See APPENDIX B.

12. B (6) Employee Health Coverage Form

No points will be awarded for the employee health coverage form. The Offeror must complete the employee health coverage form and the form must be signed by the person authorized to obligate the company and submitted with the Offeror's proposal. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a Employee Health Coverage Form. See APPENDIX E.

13. B (7) Pay Equity Reporting

No points will be awarded for the pay equity reporting acknowledgment. The Offeror must concur with the pay equity reporting requirements and this acknowledgment must be signed by the person authorized to obligate the company and submitted with the Offeror's proposal. If applicable, the pay equity report is due at the time of contract award. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a signed statement accepting the Pay Equity Reporting requirements. (See Section II, Paragraph C.31)

14. C (1) Resident Veteran's Preference

Additional points (beyond the 1000 point maximum) will be awarded for Offerors that qualify for New Mexico Resident Veteran Business Preferences according to the following:

Ten percent (10%) of the total possible points to a resident veteran business that has annual revenues of one million dollars (\$1,000,000) or less, subject to the limitation provided in this section; Eight percent (8%) of the total possible points to a resident veteran business that has annual revenues of more than one million dollars (\$1,000,000) but less than five million dollars (\$5,000,000); and Seven percent (7%) of the total possible points to a resident veteran business that has annual revenues of five million dollars (\$5,000,000) or more subject to the limitation provided in this section.

To be eligible for the resident veteran's preference, a Resident Veterans Preference Certification (Form in APPENDIX H) must be completed, signed, and submitted with the proposal. This is in addition to a copy of the Preference Certificate issued by the New Mexico Taxation and Revenue Agency (pursuant to Section 13-1-22 NMSA 1978), which must also be submitted with the proposal in order to receive the preference. This preference does not apply to Offerors which are public agencies.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.19.
4. Responsive proposals will be evaluated on the factors in Section IV which have been assigned a point value. The responsible Offerors with the highest scores will be selected finalist Offerors based upon the proposals submitted as specified in Section II, Paragraph B.8. The responsible Offerors whose proposals are most advantageous to the state, taking into consideration the evaluation factors in Section IV, will be selected as the most advantageous

Offeror and the Agency will enter into contract negotiations with that Offeror as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

- End of Section -

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM; RFP #: 13-667-00-00003

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that they have received a complete copy of the RFP including Appendices. Furthermore, explicitly acknowledge the following:

The undersigned accepts the Conditions Governing the Procurement stated in Section II, Paragraph C of this RFP. Yes or No (circle one)

The undersigned accepts the Evaluation criteria set forth in Section V of this RFP.

Yes or No (circle one)

The undersigned acknowledges receipt of any and all amendments to this RFP.

Yes or No (circle one)

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than **3:00 p.m. MDT on May 3, 2013** via hand delivery, facsimile, or U.S. mail. 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: _____

Phone No.: _____

TITLE: _____

Fax No.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

Return the signed original of this form to by the date and time noted above to:

Robert J. George
Domestic Waste Team Leader
New Mexico Environment Department
Ground Water Quality Bureau
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
FAX (505) 827-2965

For GWQB USE ONLY:

Date Received: _____

Time Received: _____

Received by: _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP #: 13-667-00-00003

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf

of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

SAMPLE CONTRACT

RFP #: 13-667-00-00003

STATE OF NEW MEXICO
NEW MEXICO ENVIRONMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Environment Department**, hereinafter referred to as (the "Agency") and **[INSERT NAME OF FIRM]**, 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

- A. **TASKS:** The Contractor shall perform the following work: (See Attachment #1)
- B. **LOCATION:** Work will be performed throughout the entire state of New Mexico. Approximately 33% of on-site visits will occur within 100 miles of the City of Albuquerque, 33% within 200 miles of the City of Albuquerque and the remainder within 300 miles of the City of Albuquerque (with a few exceptions). All classroom training events will occur in the City of Santa Fe unless an alternate location is mutually agreed upon by the Agency and Contractor.
- C. **PERFORMANCE MEASURES:** Contractor shall substantially meet the following Performance Measures: (See Attachment #2)

2. Compensation.

- A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$[Insert Dollar Amount] per fiscal year. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.**
 1. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of:
 - (\$[Insert Dollar Amount]) per 1-day (typically 8-hrs.) on-site technical assistance and training visit,
 - (\$[Insert Dollar Amount]) per 1-day on-site technical assistance and training visit for quarterly reporting, and;

- (\$[Insert Dollar Amount]) per ½ day (typically 4 hour) classroom training event.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY10 totaling (\$[Insert Dollar Amount]) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$[Insert Dollar Amount]) in FY14.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY11 totaling (\$[Insert Dollar Amount]) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$[Insert Dollar Amount]) in FY15.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY12 totaling (\$[Insert Dollar Amount]) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$[Insert Dollar Amount]) in FY16.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY13 totaling (\$[Insert Dollar Amount]) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$[Insert Dollar Amount]) in FY17.**

Payment in FY14, FY15, FY16, and FY17 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 **6-30-2017** unless terminated pursuant to paragraph 4, infra, or paragraph 5. 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. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://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: Janet Silva, Program Manager
Grants and Planning Section
New Mexico Environment Department
Ground Water Quality Bureau

P.O. Box 5469
Santa Fe, New Mexico, 87502-5469
janet.silva@state.nm.us

To the Contractor: [Insert Firm's Information]

26. Authority.

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

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____

APPENDIX C

Attachment # 1

I. SCOPE OF WORK

A. The project will consist of:

1. Providing on-site training and technical assistance to wastewater treatment facility operators, managers and laboratory personnel throughout New Mexico,
2. Providing classroom training on wastewater treatment topics to Environment Department personnel, and;
3. Reporting training and technical assistance activities to the Ground Water Quality Bureau (GWQB) of the Environment Department.

B. The Contractor shall provide the following services for the GWQB:

1. On-site training and technical assistance:

The Contractor will provide on-site training and technical assistance through site visits to wastewater treatment facilities regulated under permits issued by the GWQB in accordance with the following:

- a. All on-site training and technical assistance shall be conducted exclusively by Contractor personnel [Insert Names], either jointly or separately.
- b. Site visits can be conducted with or without Environment Department personnel present.
- c. A list of the candidate facilities needing assistance will be maintained by the GWQB and the priority and secondary sites to receive assistance each quarter will be identified for the Contractor by the GWQB. At the beginning of each quarter, the Contractor and the GWQB will identify site visits to be conducted during the quarter and the goals of the on-site assistance for each facility. Sites already visited that need to receive repeat assistance will also be identified.
- d. To initiate a site visit, the Contractor will contact the identified sites to arrange site visits and coordinate with the GWQB technical reviewer to obtain a copy of the current Discharge Permit and other pertinent documentation for the site and afford the reviewer a chance to attend the site visit.
- e. The initial visit to a site will be utilized to identify the causes of non-compliance with state and federal discharge permits and identify training and technical assistance needs.
- f. Training and technical assistance may begin, and will sometimes be completed, on the initial visit. In other cases, multiple visits will be necessary to meet the training goals.
- g. Performance goals and deliverables for on-site visits shall be in accordance with Attachment # 2 of this document.

2. Classroom training for Environment Department personnel:

The Contractor will provide courses of classroom training for Environment Department personnel in accordance with the following:

- a. All instruction shall be conducted exclusively by Contractor personnel [Insert Names], either jointly or separately.
- b. The training shall last up to four (4) hours in duration, (with one or more short breaks).
- c. Up to three (3) courses of classroom training shall be provided each year.
- d. Training events will be limited to a maximum of 40 attendees.
- e. Classroom training will be conducted in Santa Fe, or at an alternate location mutually agreed upon by both the Agency and Contractor, at a facility provided by the Agency.
- f. Training may occur at any period throughout the contract. The Contractor and the GWQB shall identify the training subjects and schedule dates for the training.
- g. Training materials shall be provided to each attendee by the Contractor.
- h. The Contractor shall ensure that all training has been pre-qualified for receipt of utility operator "training credits" on a 1 for 1 basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The training provider shall maintain a list of all certified operators that attend the training sessions and shall submit training credits to the Facility Operations Section of the Environment Department in accordance with their training credit submittal policy.
- i. The course topics will be decided upon by the Environment Department, and may include:
 - General information on the design, operation and/or maintenance of wastewater treatment facilities, sanitary sewers and solids handling facilities,
 - Sample collection, preservation, transport and analysis using methodologies identified under Section 20.6.2.3107 of the Water Quality Control Commission Regulations (20.6.2 NMAC) for wastewater, reclaimed wastewater, soils and sludges.
 - Water reclamation.
 - Related topics.

3. Contract Reporting:

The Contractor shall prepare written reports on the contract activities on a quarterly basis. The reports shall detail:

- a. The location, date and participants of each on-site visit conducted for the quarter,
- b. The identified causes of non-compliance, or threats to compliance, for each facility,
- c. The training and technical assistance provided during each on-site visit,
- d. The outcome of the training and technical assistance activities, and;
- e. Recommendations for future training or technical assistance activities at each site.

The reports shall be submitted to the GWQB within 30 days of the end of each quarter and within 30 days of the end of the fiscal year.

II. SCHEDULE

The following is a schedule of deliverables:

Scope of Work for fiscal year 2014	Cost
Up to (##) on-site technical assistance and training visits at \$ [Insert cost] each	#[Insert cost]
Up to (##) on-site reports and end of year summary report at \$ [Insert cost] per site visit	#[Insert cost]
Three (3) classroom training events at \$ [Insert cost]each	#[Insert cost]
Subtotal	#[Insert cost]
Gross Receipts Tax; 7.9375% (City of Santa Fe)	#[Insert cost]
TOTAL Cost Proposal	#[Insert cost] (Includes tax)

The above schedule is subject to change based on revised deliverable schedules and additional document submittals.

Scope of Work for fiscal year 2015	Cost
Up to (##) on-site technical assistance and training visits at \$ [Insert cost] each	#[Insert cost]
Up to (##) on-site reports and end of year summary report at \$ [Insert cost] per site visit	#[Insert cost]
Three (3) classroom training events at \$ [Insert cost]each	#[Insert cost]
Subtotal	#[Insert cost]
Gross Receipts Tax; 7.9375% (City of Santa Fe)	#[Insert cost]
TOTAL Cost Proposal	#[Insert cost] (Includes tax)

The above schedule is subject to change based on revised deliverable schedules and additional document submittals.

Scope of Work for fiscal year 2016	Cost
Up to (##) on-site technical assistance and training visits at \$ [Insert cost] each	#[Insert cost]
Up to (##) on-site reports and end of year summary report at \$ [Insert cost] per site visit	#[Insert cost]
Three (3) classroom training events at \$ [Insert cost]each	#[Insert cost]
Subtotal	#[Insert cost]
Gross Receipts Tax; 7.9375% (City of Santa Fe)	#[Insert cost]
TOTAL Cost Proposal	#[Insert cost] (Includes tax)

The above schedule is subject to change based on revised deliverable schedules and additional document submittals.

Scope of Work for fiscal year 2017	Cost
Up to (##) on-site technical assistance and training visits at \$ [Insert cost] each	#[Insert cost]
Up to (##) on-site reports and end of year summary report at \$ [Insert cost] per site visit	#[Insert cost]
Three (3) classroom training events at \$ [Insert cost]each	#[Insert cost]
Subtotal	#[Insert cost]
Gross Receipts Tax; 7.9375% (City of Santa Fe)	#[Insert cost]
TOTAL Cost Proposal	#[Insert cost] (Includes tax)

The above schedule is subject to change based on revised deliverable schedules and additional document submittals.

APPENDIX C

Attachment #2

I. PERFORMANCE MEASURES

Wastewater treatment facilities provide protection of public health and the environment. The Ground Water Quality Bureau (GWQB) of the New Mexico Environment Department (NMED) is charged with protecting New Mexico's ground water resources through permits issued to dischargers pursuant to the Water Quality Act and the Water Quality Control Commission Regulations. Non-compliance with ground water Discharge Permits often leads to exceedances of New Mexico's ground water quality standards as set forth in 20.6.2.3103 NMAC. The GWQB has noted that the cause of non-compliance at many of the facilities regulated under ground water Discharge Permits stems from a poor understanding of treatment processes and a failure to apply modern operation, maintenance and analytical methods. These failings are frequently due to a lack of sufficiently trained utility operators.

Strategic Plan Performance Measure: Improve permit compliance at wastewater treatment facilities operating under NM ground water Discharge Permits and, where possible, prevent facilities from going out of compliance.

Strategic Plan Performance Measure: Reduced incidences of permit non-compliance, reduced concentrations of contaminants in effluents, improved analytical data validity.

Goal: Reduced risk to public health, the environment and water resources by improving the operation, maintenance and analytical activities at wastewater treatment facilities operating under ground water Discharge Permits.

Goal: Improved sampling, reporting and data validity for facilities operating under ground water Discharge Permits.

Goal: Avoidance of the need for ground water abatement.

Goal: Reduced costs and energy consumption at wastewater treatment facilities through the employment of sound operation and maintenance strategies.

Through timely, satisfactory completion of the Scope of Work by experienced professionals as set forth herein, and submission of acceptable deliverables as documented by required quarterly reporting, the Contractor will assist the Department in meeting the specified Strategic Plan Performance Measures as described above.

Outcome:

Permitted facilities returned to compliance with the terms of their ground water Discharge Permits. Improved performance, energy utilization and operating cost reduction at these facilities. Improved sampling, reporting and analytical data validity at these facilities.

APPENDIX D

COST RESPONSE FORM

RFP #: 13-667-00-00003

Appendix D must be submitted as specified in Section IV, Paragraph B.1 in a separate, sealed envelope, labeled Binder #2. The details of what is involved in each of the cost criteria below are contained in Section IV of the RFP document.

Cost Effectiveness Table

<u>Criteria</u>	<u>Cost</u>
Cost per on-site technical assistance and training visit conducted throughout the state.	
Cost per ½ day classroom training event, held in Santa Fe.	
Cost for fulfilling the quarterly reporting requirements for the contract, based upon each one-day technical assistance and training site visit conducted.	

Proposed Number of Events Table

<u>Criteria</u>	<u>Number</u>
The maximum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.	
The minimum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.	
The maximum number of ½ day classroom training events that your firm is proposing to perform per quarter.	
The minimum number of ½ day classroom training events that your firm is proposing to perform per quarter.	

APPENDIX E

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) 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;

(b) 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

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date_____

APPENDIX F

LETTER OF TRANSMITTAL FORM

RFP #: 13-667-00-00003

Offeror Name: _____

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

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

2: For the person authorized by the organization to contractually obligate the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized to negotiate the contract on behalf of the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

(Attach extra sheets, as needed)

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

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

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

_____, 2013
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G

OFFEROR'S REFERENCES

The State of New Mexico, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

Each business reference listed by the proposing vendor will be asked the questions in the following reference form. The form and information provided will become a part of the submitted proposal.

RFP #: 13-667-00-00003 REFERENCES FOR:

(Name of Offeror providing references)

Reference #1

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

Reference #2

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

Reference #3

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

Reference #4 (Optional)

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

Reference #5 (Optional)

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS THAT WILL BE ASKED OF THE PROVIDED REFERENCES BY THE PROPOSAL EVALUATION COMMITTEE:

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

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with technical services provided by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the services provided by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

APPENDIX H

RESIDENT VETERANS CERTIFICATION

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

Please check one box only

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

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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