

STATE OF NEW MEXICO



New Mexico Environment Department Drinking Water Bureau

Request For Proposals – FY2009

**Managerial and Financial Assistance and Training
for Public Drinking Water Systems**

RFP No. 90-667-00-00003

Proposals Due January 23, 2009, 4:00 pm

RFP Release Date: December 8, 2009

TABLE OF CONTENTS

| | |
|---|-----------|
| I. INTRODUCTION | 1 |
| A. PURPOSE OF THIS REQUEST FOR PROPOSALS | 1 |
| B. SCOPE OF WORK | 1 |
| C. SCOPE OF PROCUREMENT | 8 |
| D. PROCUREMENT MANAGER | 8 |
| E. PROCUREMENT LIBRARY | 8 |
| F. DEFINITION OF TERMINOLOGY | 9 |
| II. CONDITIONS GOVERNING THE PROCUREMENT | 12 |
| A. SEQUENCE OF EVENTS | 12 |
| B. EXPLANATION OF EVENTS | 12 |
| C. GENERAL REQUIREMENTS | 16 |
| III. PROPOSAL FORMAT AND ORGANIZATION | 22 |
| A. NUMBER OF PROPOSALS | 22 |
| B. NUMBER OF COPIES | 22 |
| C. NUMBER OF PAGES IN PROPOSAL | 22 |
| D. PROPOSAL FORMAT | 22 |
| E. PROPOSAL ORGANIZATION | 22 |
| IV. SPECIFICATIONS | 25 |
| A. MANDATORY QUALIFICATIONS AND EXPERIENCE | 25 |
| B. DESIRABLE SPECIFICATIONS | 28 |
| C. BUSINESS SPECIFICATIONS | 28 |
| D. MANDATORY COSTS | 29 |
| V. PROPOSAL EVALUATION | 31 |
| A. EVALUATION POINT SUMMARY | 31 |
| B. EVALUATION FACTORS AND PROCESS | 31 |
| APPENDICES | 33 |
| A. ACKNOWLEDGMENT OF RECEIPT FORM | |
| B. CONTRACT TEMPLATE | |
| C. PROPOSAL EVALUATION SCORESHEET | |

I. Introduction

A. Purpose of Request for Proposal

The Drinking Water Bureau (DWB) of the New Mexico Environment Department (NMED) is requesting proposals from qualified Offerors to provide managerial and financial training and assistance to small public water systems (PWS) throughout New Mexico that serve populations of 10,000 persons or less. These services will satisfy requirements related to the Safe Drinking Water Act (SDWA), the New Mexico Drinking Water Regulations, the Sanitary Projects Act (SPA) and Executive Order 2007-050 by enhancing PWS managerial and financial capacity.

The purpose of this Request For Proposals (RFP) is to select a Contractor or Contractors who can provide the following services to eligible water systems throughout the State of New Mexico.

B. Scope of Work

The Offerors will propose to provide managerial and financial assistance and training services to PWS, at no charge to the water systems' operator, board or business. Offerors are encouraged to develop and specify specific PWS assistance approaches and PWS training course content, in a manner that Offerors believe will be the most likely to fulfill the requirements of the RFP, as described throughout this RFP.

Offerors shall propose to provide statewide coverage of managerial and financial assistance and training to all PWS serving 10,000 persons or less, unless approved in advance by the designated point of contact of the Department. The Offerors are encouraged to propose to schedule the training events in rural New Mexico, based on regional PWS needs and the likelihood of multiple PWS participation. The Offerors should propose to accomplish this in the most advantageous manner to meet the goals of the RFP as described throughout this RFP.

The Contractor or Contractors are expected to represent themselves and NMED in a professional manner to the public, PWS and training participants. Any Contractor or Contractor's Agents found to engage in unprofessional behavior while conducting business or discussing, describing or referring to NMED in a manner that is less than professional might have their services terminated, as provided for under Section 4.

1. Direct Assistance to PWS
 - a. The Contractor(s) will provide assistance services in the form of consultation, review, evaluation/assessment, service plan development and implementation of recommended corrective action necessary to help prevent or eliminate violations of the New Mexico Drinking Water Regulations and the SDWA. The Contractor(s) is expected to accomplish these tasks through a variety of activities intended to foster the enhancement of PWS managerial and financial capacity.
 - b. Priority will be given to PWS that lack managerial and/or financial capacity as demonstrated through a funding application, capacity assessment, SDWA violations, or recommendation of other parties. Although selection of PWS receiving such services will be made through requests from DWB or others, such services will only proceed with specific verbal/written approval from DWB. A verbal approval must be quickly followed up by a written approval.
 - c. Once a PWS is recommended to receive managerial and financial assistance, and is approved by NMED for initial evaluation, NMED will provide the Contractor(s) with a copy of the most current sanitary survey, the current capacity assessment, and other relevant documents, if available. The Contractor(s) will become familiar with the identified deficiencies set forth in the sanitary survey, capacity assessment, other relevant documents and the managerial and financial challenges for the specified PWS.
 - d. On the basis of the documentation and information specified in item I.B.1.c above and other information which may be known to the Contractor(s), the Contractor(s) will conduct an analysis of the PWS's current managerial and financial condition and service needs. A written analysis and recommendation will be completed by the Contractor(s) in the form of a short or long term service plan for NMED and the PWS's consideration. The service plan for needed services for the PWS will include estimated costs/hours to provide assistance for each task identified in the service plan.
 - e. NMED may request that a contractor provide short-term service for a water system without a service plan in the event that the assistance can be completed in 4 or fewer visits. Such assistance must be approved in advance.
 - f. The Contractor(s) shall ensure that the PWS will review and provide input to the service plan provided by the Contractor(s) and will agree in writing to complete all aspects of the approved service plan,

including PWS's willingness to work to resolve the identified deficiencies set forth in the sanitary survey, capacity assessment, written analysis and service plan of the Contractor(s). Recommended Contractor action(s) will identify procedures to prevent or eliminate violations of the federal SDWA and New Mexico Drinking Water Regulations.

- g. The service plan, with a schedule and an agreement statement, will be signed by the PWS's responsible party and returned to the NMED point of contact, prior to receipt of assistance services. If the system is run by a board, the service plan will be signed at a regular or special meeting of the board by, at a minimum, either the board president or the vice-president and one other officer.
- h. Should a signed service plan need to be amended to add one or more service needs or to delete a service need, a service plan amendment will be filled out describing the changes and will be signed by the PWS's responsible party. This document will then be submitted to the DWB point of contact.
- i. The Contractor shall provide customized assistance to meet the specific needs of each PWS, as described in the service plan and related recommendations. Once the assistance services have been provided, the Contractor will provide a synopsis of activities completed and future proposed steps to be taken by the Contractor, PWS or other specified parties, in order to achieve sufficient managerial and financial capacity. Recommendations by the Contractor will identify any additional long-term actions needed that will eliminate the potential for the identified problem(s) to reoccur. Recommendations will be forwarded to NMED and to the PWS within ten (10) working days after services are completed, through a written status report.
- j. The Contractor and NMED shall maintain active communication to assist in potential solutions for PWS's identified deficiencies, including managerial and financial issues. The Contractor will notify NMED's point of contact at least 3 days prior to meeting with PWS personnel in order to provide NMED staff the opportunity to participate in any Contractor/PWS site visit. PWS with current or pending formal enforcement actions shall have scheduling priority with Contractor over PWS without current or pending enforcement actions. Priority PWS will be identified at periodic meetings held between the Contractor and NMED and/or through emails or phone calls.
- k. The Contractor(s) shall provide the PWS managerial and financial

services recipients with a service evaluation form developed in conjunction with NMED, along with a stamped and addressed envelope to allow for mailing to the NMED Capacity Development contact. This will be delivered to the PWS responsible party (for example the board president) at the end of the provision of Contractor's assistance services. The PWS will be expected to provide a brief evaluation of the services provided by the Contractor(s) and mail to NMED in a self-addressed envelope provided by the Contractor(s).

1. The Contractor(s) shall provide to NMED a quarterly summary of all managerial and financial assistance services provided to PWS. The report for each PWS receiving assistance that quarter will be on a separate document and will be submitted on paper and in a PDF format. The report shall contain a summary of each site visit, to include the number of contact hours, who the Contractor(s) met with, name(s) of the Contractor staff attending the meeting, the matters discussed and the results of the meeting. Each summary will tie the work completed to the tasks described in the system's Service Plan. The Contractor(s) and NMED shall develop the form and content of the quarterly report through collaborative effort. Each quarterly report shall also include an electronic copy of an Excel spreadsheet that lists each system that received assistance and the number of hours of assistance given to each system for that quarter. Where assistance services cross calendar quarters, the Contractor(s) shall provide a brief statement of work anticipated to be completed under each applicable active PWS service plan in the subsequent quarter. The contractor(s) will also submit summary statistics for each quarter indicating the total accomplishments for that quarter such as total number of service plans closed, total number of bylaws revised, etc. These statistics shall be agreed upon by NMED and the Contractor(s).
- m. Assistance services for a PWS, as described in a service plan, can be terminated, either because all tasks have been completed or because of a lack of cooperation or support of a PWS. Termination of services due to a lack of cooperation or support must first be discussed with the NMED-DWB point of contact. If services are terminated, the next quarterly report will contain a description of why the service plan is being closed. Any recommended next steps will be included, if applicable.
- n. If the amount of requested assistance exceeds the capacity of the Contractor to provide services, NMED will, in conjunction with the Contractor, provide a prioritization of the systems for assistance.
- o. The Contractor(s) may be required to supply periodic and/or ad hoc

specialized reports to meet the information requirements of NMED and US EPA.

2. Managerial and Financial Training

- a. The Contractor shall provide training services to PWS operators, boards and/or community participants that enhance managerial and financial operation of PWS in New Mexico, help meet the training requirements of the Sanitary Projects Act and help meet the capacity criteria of the Uniform Funding Application, as directed by NMED. Formal and/or group managerial and financial training will be provided to PWS board members, operators and other participants at no charge to the PWSs receiving such training. Group training is defined as training provided to a specific group of water systems to address specific needs or a request from a PWS. Training may include, but is not limited to: 1) Responsibilities of Governing Bodies (Certificate of Association, articles and by-laws, election procedures); 2) personnel management; 3) effective board meetings; 3) financial planning; 4) Basic accounting, budgeting and rate setting; 5) record keeping and reporting requirements; 6) legal responsibilities; 7) development of loan/grant applications for PWS projects; 8) oversight of infrastructure project planning, funding and completion; 9) becoming a public water system; 10) the Sanitary Projects Act; 11) Regionalization; and 12) developing emergency and safety plans and procedures. All training provided in formal settings will be submitted, reviewed and approved by NMED prior to the training sessions.
- b. The Contractor shall agree to provide formal training sessions at varying locations throughout the state of New Mexico to minimize travel requirements for eligible PWS participants.
- c. The Contractor shall submit a proposed annual training schedule at the end of each calendar year which must be reviewed and pre-approved by NMED. Formal classroom training, as well as group training, must be provided to no fewer than six participants and three PWS, unless otherwise approved by NMED. This schedule may be modified with prior NMED approval. The content, date, time and location of a training event must be known and advertised at least one month in advance of the event, or as approved by NMED. The date, time and location of training events must be planned to maximize attendance.
- d. The contractor(s) will market the training events with the goal of comprehensive, statewide participation in this training process. Marketing efforts must include posting on the Contractors website, mailing notifications to eligible PWS and distribution of flyers at

relevant conferences and meetings.

- e. The Contractor(s) shall issue Certificates of Participation to attendees, upon completion of each training event. If the class is eligible for SPA training credits, the amount of credits and the training topics covered shall be included on the certificate.
- f. The Contractor(s) shall include a summary of each training event offered during the quarter in quarterly reports. This will include copies of the sign-in sheets and a brief description of the event including the topic, date, location, number of contact hours, number of participants and number of water systems participating. Also included will be an electronic copy of an Excel spreadsheet that lists each training event, the topics covered, the date, the location, the number of attendees and each PWS that attended the event.
- g. The Contractor(s) shall develop or procure printed materials specific to the training topic that will supplement the training and may be used as stand-alone reference documents for PWS. To the extent possible, training materials will be developed so that they may be reused for future trainings on the same topic. The contractor will, to the extent possible, reuse training materials which they have previously prepared for the same training topic. The contractor shall annually review with NMED the developed and procured printed materials specific to training delivered the previous year.
- h. The use of subcontractors to provide training shall be approved in advance by NMED in accordance with II.C.4 below. Should a quick decision be required, due to unforeseen circumstances such as subcontractor scheduling, just prior to a training event, the Contractor(s) may obtain approval by email from NMED's point of contact.

3. PWS Regionalization Assistance

- a. The Contractor(s) will assist in the identification of groups of PWS that have the potential for regionalization. The Contractor(s) will assess the likelihood of completing a successful regionalization of these groups of PWS. Selection of groups of PWS will proceed with the input and specific written approval of DWB.
- b. The Contractor(s) will provide special assistance to groups of PWS to foster PWS regionalization. The assistance to PWS may include coordination of activities leading to the completion of a PWS project or other activities, which result in regionalization.

- c. Once a PWS group proposed to receive regionalization assistance is approved for initial evaluation, the DWB will provide the Contractor(s) with a copy of the most current sanitary surveys, capacity assessments and other relevant documents. The Contractor(s) will become familiar with the identified deficiencies, including managerial and financial challenges for the specified PWSs. On the basis of this information, the Contractor(s) will conduct a brief analysis of the PWSs' service needs, in order to achieve regionalization. A written analysis and recommendation will be completed in the form of a short or long term service plan for DWB and PWSs consideration. In order for a group of PWS to be considered for receipt of these specialized services, the service plan must be signed by board representatives of each of the PWS in the group.
- d. The Contractor(s) will attempt to have a minimum of two groups of PWS at any time that they are assisting in a regionalization effort.
- e. With each quarterly report, the Contractor(s) will provide a summary of the regionalization assistance services provided to PWS groups. The summary must include the date, location and topic of the assistance event and who was in attendance. Where assistance services cross calendar quarters, the Contractor(s) will provide a brief statement of work proposed to be completed for each applicable PWS group in the subsequent quarter. The summary will tie the work completed to the tasks described in the Service Plan.
- f. The Contractor(s) may be required to supply periodic and/or *ad hoc* specialized reports to meet the information requirements of NMED and US EPA.

4. Reporting and Invoices

- a. Quarterly reports will be submitted as described in sections I.B.1.1, I.B.2.f and I.B.3.f above. These reports will be submitted to NMED no later than the 20th day of the month following the end of the reporting quarter. The reports shall be organized and bound in a manner acceptable to NMED.
- b. The Contractor shall submit monthly invoices to NMED. These invoices shall include a brief description of each billable event. The invoices shall be organized into the following 3 sections: Direct assistance; Regionalization Assistance; and Training. The monthly invoices shall be submitted to NMED no later than the 20th day of the month following the month billed for.

C. Scope of Procurement

It is targeted that the contract shall begin on March 9, 2009 or as soon thereafter when the existing contract terminates. The contract term shall not exceed four years. The scope of the procurement includes professional services for assistance and training services required to accomplish the tasks and complete the scope of work found in Section I (B).

D. Procurement Manager

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

Kathy Romero, Procurement Manager
New Mexico Environment Department
Drinking Water Bureau
525 Camino De Los Marquez, Suite 4
Santa Fe, New Mexico 87505

Telephone (505) 476-8722
FAX (505) 827-7545
E-mail: kathya.romero@state.nm.us

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Inquiries and requests made to other state employees will not be answered. All responses to inquiries or requests regarding this procurement will be made in writing. All responses to inquiries will be available for review on the World Wide Web through the following address:

<http://www.nmenv.state.nm.us/NMED/RFP/> or in hard copy at the Department's Santa Fe Office at the address noted above.

E. Procurement Library

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library. Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- Procurement Regulations, 1.4.1 NMAC. A copy may be obtained from the following website address:
www.generalservices.state.nm.us/spd/pregulations.html.
- Code of Federal Regulation 40CFR§ 141. A copy may be obtained from the following web site address:
www.access.gpo.gov/nara/cfr/waisidx_07/40cfr141_07.html
- New Mexico Drinking Water Regulations. A copy may be obtained at the following web site:
www.nmcpr.state.nm.us/NMAC/parts/title20/20.007.0010.htm
- The Sanitary Projects Act. A copy may be obtained from the following web site: www.nmenv.state.nm.us/dwb/regulations/spa.htm

F. Definition of Terminology

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

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

"Contractor(s)" means a successful Offeror(s) who enters into a binding contract.

"Department" 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 to which it pertains.

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

"Director" means the Director of any Division(s) of the New Mexico Environment Department.

"DWB" means the Drinking Water Bureau of the New Mexico Environment Department.

“Evaluation/Assessment” means an assessment of a water system’s source(s), mechanical operations or distribution including an assessment and an evaluation of the potential for any identified violations of SDWA or New Mexico Drinking Water Regulations.

"Evaluation Committee" means a body appointed by the Department 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 the Department 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.

“Informed consent” means participating in a meaningful way that allows appropriate understanding leading to acceptance of some outcome.

"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 that chooses to submit a proposal.

"Person" means the state or any agency, institution or political subdivision thereof, any public or Private Corporation, individual, partnership, association, or other entity and includes any officer or governing or managing body of any political subdivision or public or Private Corporation.

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

"Procurement Code Regulations" means General Services Department (GSD) Rule 1NMAC5.2.

“Proposal” means a response to this Request for Proposals

“Public Water System” means a water system that meets the definition of a public water system under the Safe Drinking Water Act and is regulated by the Drinking Water Bureau.

"Purchase Order" means the document, which directs a Contractor(s) to deliver services pursuant to an existing contract.

"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.

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

Abbreviations include the following:

(ASD) NMED Administrative Services Division
(ASD-FSB) Administrative Services Division - Financial Services Bureau
(ASD-PB) Administrative Services Division – Purchasing Bureau
(DFA) New Mexico Department of Finance and Administration
(DWB) NMED Drinking Water Bureau
(EPA) Environmental Protection Agency
(EPD) Environmental Protection Division
(GSD) New Mexico General Services Department
(NMED) New Mexico Environment Department
(PWS) Public Water System(s)
(RFP) Request for Proposal
(SDWA) Safe Drinking Water Act
(SPA) Sanitary Projects Act

II. Conditions Governing the Procurement

A. Sequence of Events

| Action | Responsibility | Date |
|---|-------------------------|-------------------|
| Issue RFP | NMED-DWB | December 8, 2008 |
| Return Acknowledgement of Receipt Form No later than 4:00 P.M. M.S.T. | Potential Offerors | December 19, 2008 |
| Pre-proposal Conference | NMED/Potential Offerors | December 19, 2008 |
| Deadline to Submit Questions | Potential Offerors | December 23, 2008 |
| Response to Written Questions | NMED-DWB | December 30, 2008 |
| Submission of Proposal No later than 4:00 P.M. M.S.T. | Potential Offerors | January 23, 2009 |
| Proposal Evaluation | Evaluation Committee | February 2, 2009 |
| Selection of Finalist(s) | Evaluation Committee | February 2, 2009 |
| Best and Final Offer | Finalists | February 6, 2009 |
| Selection of Contractor(s) | Evaluation Committee | February 12, 2009 |
| Finalize Contract | NMED/Contractor(s) | ~March 2, 2009 |
| Contract Award | NMED | ~March 9, 2009 |
| Protest Deadline | Offerors | ~March 24, 2009 |

B. Explanation of Events

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

1. Issue RFP

This RFP is being issued by NMED on **December 8, 2008**. Additional copies of the RFP can be obtained from the New Mexico Environment Department RFP web page at <http://www.nmenv.state.nm.us/NMED/RFP/> or through the Procurement Manager.

2. Return Acknowledgement of Receipt Form

To have their firm placed on the procurement distribution list, the "Acknowledgment of Receipt of Request For Proposals Form" that accompanies this document must be returned to the Procurement Manager by potential Offerors. The form must be hand delivered or returned by facsimile to the attention of the Procurement Manager at (505) 827-7545 or by registered or certified mail. [See Appendix A.] The form must be signed by an authorized representative of the organization, dated and returned by 4:00 pm Mountain Standard Time on **December 19, 2008**. The procurement list created from the "Acknowledgement of Receipt of Request For Proposals Form" will be used for the distribution of any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list. However, firms not appearing on the procurement list may respond to this RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held on **December 19, 2008** at 10:00 am, MST at the Drinking Water Bureau offices in the Marquez Building, 525 Camino de Los Marquez, Santa Fe, New Mexico. Potential Offerors may submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

4. Deadline to Submit Questions

The deadline to submit additional questions is **December 23, 2008**. Questions received after this date will not be addressed. All questions must be submitted only to the Procurement Manager.

5. Response to Written Questions

Written responses to written questions and any RFP amendments will be available on the World Wide Web through the Department's RFP Page at: <http://www.nmenv.state.nm.us/NMED/RFP/> and by hard copy at the Department's Santa Fe Office on **December 30, 2008**. Additional written requests for clarification of distributed answers and/or

amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MST ON JANUARY 23, 2009. **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.D. Proposals must be submitted in a sealed box or envelope indicating the proposal title and number along with the Proposer's name and address clearly marked on the outside of the box or envelope. **Proposals submitted by facsimile will not be accepted.** A public log will be kept of the names of all Offeror organizations, which submitted proposals. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award. Offerors shall be required to submit four (4) copies and one (1) original of their proposal.

Proposal Evaluation

The evaluation committee appointed by Department management will evaluate all proposals received. This process will take place between the dates of January 23 and February 1, 2009. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors. Any Offeror attempting to initiate discussion with any member of the evaluation team will be determined non-responsive, and their proposal will not be considered for final evaluation.**

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify, the finalists and the non-finalists after all proposals have been evaluated, based upon the evaluation factors as set forth in this RFP. Only finalist Offerors will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offer

The highest rated Offeror(s) will be given the opportunity to clarify or amend their best and final offer no later than **February 6, 2009**.

9. Selection of Contractor(s)

The Evaluation Committee will select the winning contractor(s) on February 12, 2009.

10. Finalize Contract

The professional services contract will be finalized with the most advantageous Offeror(s) on or by **March 2, 2009**. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process or to cancel the procurement as the Department may deem in the best interests of the state.

11. Contract Award

After receipt and review of the Evaluation Committee report, the recommendation of NMED management and the signed contract, it is intended that the NMED will award contracts on approximately March 9, 2009. This date is subject to change at the discretion of NMED.

The contract shall be awarded to the Offeror(s) whose proposal(s) is most advantageous to the state, taking into consideration the evaluation factors set forth in the RFP. The proposal selected may or may not be the proposal with the lowest cost. The award is subject to appropriate State approvals.

12. Protest Deadline

Any protest by an Offeror must be timely and conform to NMSA 1978, Section 13-1-172 and other applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the date upon which the contract is fully executed (awarded) and will end at 5:00 pm MDT fifteen calendar days from this date. All Offerors will be notified of this date. Protests must be written and must include the name and address of the protester and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the

ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager at the address below:

Ms. Margaret Trujillo, NMED Purchasing Agent
Administrative Services Division,
Purchasing & Contracts Bureau
1190 St. Francis Drive
Santa Fe, New Mexico 87505

**PROTESTS RECEIVED AFTER THE PROTEST DEADLINE
WILL NOT BE ACCEPTED.**

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in Sections II and V of this RFP.

2. Incurring Cost

Any cost incurred by the 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 sub-contract that may result from this RFP shall specify that the contractor is solely responsible for fulfillment of the contract with NMED. NMED will make contract payments to only the prime contractor.

4. Subcontractors

Subcontracting of services is permissible with prior written approval of the Department. Use of subcontractor(s) must be clearly explained

in the proposal, and major subcontractor(s) must be identified by name. The prime Contractor(s) shall be wholly responsible for the entire performance whether or not subcontractor(s) are used. The cost to NMED for the use of a subcontractor will be the same as the cost to the Contractor(s) plus a small percentage increase, to be agreed to by NMED, to offset any costs to the Contractor(s) incurred as a result of using a subcontractor. At no time will the cost of using a subcontractor exceed the Contractor rates agreed to in the contract resulting from this RFP.

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. NMED will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request, signed by the Offeror's duly authorized representative, addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for the initial year of a signed contract.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the New Mexico Environment Department and the New Mexico Department of Finance and Administration. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that the Offeror has clearly identified as proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 to 57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Agent and the New Mexico Environment Department legal council 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 eventual rental, lease, purchase, hire etc., of any equipment, land, buildings, software, services or professional services offered unless and until a valid written contract is approved by the New Mexico Environment Department and the New Mexico Department of Finance and Administration.

10. Cancellation

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

11. Sufficient Appropriation

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

12. Legal Review

NMED requires that all Offerors agree to be bound by the General Requirements contained in this RFP and the contract (a contract

template can be found in Appendix B). Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any contract with Offerors shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between NMED and a contractor will follow the format specified by NMED in Appendix B. NMED reserves the right to negotiate with a successful Offeror provisions in addition to those contained in Appendix B of this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of NMED's terms and conditions, that Offeror must propose specific alternative language within their proposal. NMED reserves the right to reject any or all of an Offeror's proposed alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMED and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and effect of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval of DFA pursuant to Section 13-1-118, NMSA 1978 and 2.40.2, 1.4.1 NMAC.

16. Contract Deviations

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

NMED's sole discretion, accept will be incorporated into any final contract.

17. Offeror Qualifications

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

18. 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.

19. Change in Contractor Representatives

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

20. Notice

The Procurement Code, NMSA 1978, Sections 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 bribes, gratuities and kick-backs.

21. Department Rights

NMED reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors must secure from NMED written approval prior to release of any information that

pertains to potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

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

24. 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 ensure 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 NMED, the version maintained by the NMED shall govern.

25. Electronic Mail Address Required

A large part of the communication regarding this RFP process will be conducted by electronic mail. In order to receive this correspondence, the Offeror must have a valid e-mail address. An e-mail address should be provided in the appropriate place on the Acknowledgement of Receipt Form (Appendix A).

26. General Liability

As between NMED and the Contractor, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Contract, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, and any amendments thereto.

III. Proposal Format and Organization

A. Number of Proposals

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

B. Number of Copies

Offerors shall deliver one (1) paper original and four (4) identical paper copies of their proposal to the person and location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Sections A, B, C and D, as described below, must also be submitted as an electronic document in PDF format. This electronic document must be indexed. One CD containing this electronic document will be submitted with each paper copy of the proposal submitted.

C. Number of Pages in Proposal

The proposal shall be limited to thirty (30) pages in length, including figures. Documentation regarding required attachments, references, project staff and corporate experience, and all cost forms are exempt from this page limitation requirement.

D. Proposal Format

Responses consisting solely of marketing material will be deemed non-responsive and will be rejected on that basis.

All proposals must be typewritten on standard 8 1/2 x 11 paper, double spaced, 12 point font only (larger paper is permissible for charts, spreadsheets, maps, etc.) and placed within a binder with tabs delineating each section. The appropriate supporting forms provided to the Offeror in the Appendices to this RFP must be completed. It is recommended that Offerors strive for completeness, clarity and brevity in their RFP response.

E. Proposal Organization

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

INDEX TAB CONTENTS

- A. Letter of Transmittal
- B. Table of Contents
- C. Mandatory Proposal Summary for Scope of Work
- D. Other Mandatory Specifications
- E. Mandatory Cost Information
- F. Offeror's Terms and Conditions
- G. Other Supporting Material

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

A. Letter of Transmittal

A letter of transmittal must accompany each proposal. The letter of transmittal MUST:

1. identify the submitting organization;
2. identify the name and title of the person authorized by the organization to contractually obligate the organization;
3. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
4. identify the names, titles and telephone numbers of persons to be contacted for clarification;
5. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section “II.C.1”;
6. be signed by the person authorized to contractually obligate the organization;
7. acknowledge receipt of any and all amendments to this RFP.

B. Table of Contents

The table of contents should be all items listed in Section “III.D.1” and must include page numbers.

C. Mandatory Proposal Summary for Scope of Work

The proposal summary will be included by Offerors to provide the Evaluation Committee with an overview of the assistance and training features of the proposal; this material will be used in the evaluation process.

D. Other Mandatory Specifications

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

E. Mandatory Cost Information

Cost calculations should be submitted in a separate envelope in this section. The envelope should be clearly labeled “Mandatory Cost Information”.

F. Offeror’s Terms and Conditions

Please review Section “II.C.15 to II.C.16”. If your firm wishes to list any terms and conditions, please do so in this section of your proposal.

G. Other Supporting Material

Offeror(s) may attach other materials that they feel may improve the quality of their responses.

IV. Specifications

This section contains technical and other relevant information. It specifies points awarded in the evaluation process in parenthesis.

A. Mandatory Qualifications and Experience

1. Regulatory Compliance (No Points)

Offerors must agree that all training and assistance offered to public water systems will be in accordance with the requirements of the Safe Drinking Water Act and the New Mexico Drinking Water Regulations (NMSA 1978 74-1-8). A statement to this effect is required as a component of the RFP response.

2. Licensing & Experience (75 Points)

Offerors must possess all required licenses at the time of proposal submission. Required licenses include a valid New Mexico Drivers License for all Contractor(s) or Sub-contractor(s) staff who will provide direct services to PWS. Other relevant staff licensing, certifications or degrees may be submitted for consideration.

Offerors must submit resumes of proposed direct project staff members, including proposed project staff of joint venture members or sub-contractor(s)s. This should include relevant experience, length of experience, experience with PWS as defined in this RFP. The Offeror must also submit a statement of relevant corporate experience, including the relevant experience of joint venture members or sub-contractor(s). This relevant experience must include information on: a) the general history of the firm on providing drinking water-related services, b) the experience of the Offeror in performing similar work to that requested throughout this RFP. This should include a list of all PWS that the Offeror has provided managerial and financial assistance to in the last 2 years, an indication of the nature of the assistance, and a description of experience of the Offeror in designing and providing training in a group setting; c) the experience of the Offeror in performing administrative functions (program planning and implementation, staff management, billing and budgeting, *etc.*) related to the activities of this RFP.

3. Project Reporting (75 Points)

- a. Offerors must agree to attend periodic meetings with the DWB, usually quarterly, for the purposes of verbal reporting. Offerors must agree to prepare a monthly billing document for submittal to the Department and a quarterly report of work.
- b. Offerors must submit a proposed sample quarterly status report for managerial and financial assistance for a particular PWS as a part of the RFP response. As a part of the formal training process, the Contractor(s) will be required to administer and submit pre- and post-tests to demonstrate change in participant knowledge, as a result of the training. This activity will be documented and submitted as a part of the quarterly status report. Offerors must submit one sample pretest/post-test question as a part of their response to the RFP.

4. Scope of Work (75 Points)

a. Managerial and Financial Assistance (200)

Offeror will propose to provide assistance services in the form of consultation, review, evaluation/assessment, service plan development and implementation and recommended corrective action necessary to help prevent or eliminate violations of the New Mexico Drinking Water Regulations and the SDWA. The selected Contractor(s) is expected to accomplish these tasks through a variety of activities intended to enhance the managerial and financial capacity of PWS. Offerors must submit their proposed approach to accomplish this activity. A description of two Offeror-assisted PWS and the history of change as a result of Offeror service should be submitted. The Offerors must submit a sample of a PWS Service Plan. Offerors must agree to provide onsite assistance, as required, to all eligible small public water systems, as defined in this RFP. A statement from Offerors to this effect is required.

b. Managerial and Financial Training (250)

Offerors will propose to provide training services to PWS operators, boards and/or community participants that enhance managerial and financial operation of PWS in New Mexico. Offerors must submit a list of potential group training topics that they can offer. The list should include a description, any printed materials the Offeror has available to augment the training and a brief description of the Offeror's qualifications or experience with

the particular topic. Offerors must submit an example of printed materials that would be used to supplement one of the training topics proposed by the Offeror. Offerors must submit a description of proposed training methods. A proposed training schedule for the remainder of 2009 should be submitted, including topics, dates and locations and SPA credits. The Offeror should describe how the proposed training schedule will meet the training requirements of the SPA. Offerors must describe the marketing efforts that will be used to maximize attendance at training events. Offerors must agree to provide formal training sessions at varying locations throughout the state of New Mexico to minimize travel requirements for PWS personnel.

c. Regionalization (150)

The Offerors will propose to provide special assistance to multiple PWS to foster PWS consolidation (regionalization). This assistance may include issues of: 1) water rights, 2) existing PWS loan/grants, 3) legal issues, and 4) project management. The assistance to PWS group may also include coordination of activities leading to the completion of a PWS project or other activities, which result in regionalization. Offerors must submit their proposed approach to accomplish this activity, including adult education approaches, potential priority topics, and description of two Offeror-assisted PWS and the history of change as a result of Offeror service. Any experience with regionalization of PWS efforts should be described.

5. References (50 Points)

Offerors must submit four external customer references from small water systems as defined in this document.

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

Name of customer's organization

Mailing Address

Contact Name

Telephone number of contact (including area code and extension)

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

B. Desirable Specifications

1. Response to Department's Request for PWS Services

It is preferable for the Contractor(s) to respond to requests for onsite managerial and financial assistance and training from the Department for eligible public water systems within 3 business days. The Offerors may wish to state the expected response time to requests for onsite training or assistance, including any methodology used to organize multiple requests. Distance to the system cannot be used as a prioritization factor. Prioritization of assistance efforts shall be done in coordination with NMED-DWB.

2. Response to Department Request for Emergency Situations

At various times, the Department may need the Contractor(s) to provide assistance to eligible public water systems in emergency situations. It is preferable for the Contractor(s) to respond to requests for onsite assistance and/or training from the Department as soon as possible. In recognition of possible existing priority situations already being scheduled for the Contractor(s), the Offeror may wish to submit a written plan stating any methodology which will be used to organize Department requests into existing work requests.

3. Contractor(s) Availability

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

C. Business Specifications

1. In-House Resources

The Department will not provide any in-house resources, such as office space, clerical support supplies or telephone use, to the Offeror. All clerical and administrative support shall be the responsibility of the Offeror. A statement by the Offerors acknowledging this condition is required.

2. Department Support

The Department will assign a staff member to work as a point of contact and facilitator for the Offeror. This staff member will assist the Contractor(s) in obtaining public water system related information such as sanitary surveys, capacity assessments or evaluation forms, and otherwise facilitate the Contractor(s)'s work. This support does not relieve the Contractor(s) of the primary responsibility for completion of the Scope of Work. All questions, reports, required documents, etc., is to go through the point of contact. If there are concerns with the point of contact, the point of contact's supervisor should be contacted.

D. Mandatory Costs (100 Points)

The proposed rate for direct managerial, financial and regionalization assistance must be a fully-loaded rate per hour of work done. The rate should be inclusive of: a) personnel services to include fringe benefits and any overhead costs; b) travel and lodging expenses incurred by the Contractor(s); c) New Mexico Gross Receipts Tax at the applicable rate: Out of State companies at 5% and Companies with nexus within New Mexico, at the appropriate local rate; and d) Administrative Support and any other expenses associated with the costs of implementing this contract, including, but not limited to, photocopying, communication expenses, office supplies and equipment.

The proposed rate for training must be a fully-loaded rate per training credit or contact hour. This rate should be inclusive of a) personnel services, including fringe benefits and any overhead costs; b) travel and lodging expenses incurred by the Contractor(s) or sub-Contractor(s); c) New Mexico Gross Receipts Tax at the applicable rate: Out of State companies at 5% and Companies with nexus within New Mexico, at the appropriate local rate; d) preparation time, including training materials preparation, marketing efforts, arrangements for a training facility and registration; and e) Administrative Support and any other expenses associated with the costs of implementing this contract.

1. Managerial & Financial Assistance Cost (75)

Offerors must propose a firm, fully loaded, hourly fixed rate for providing on-site technical assistance to small public water systems, as specified in the Scope of Work in I.B and throughout the RFP.

2. Managerial and Financial Training Cost (75)

Offerors must propose a firm, fully loaded, fixed rate per contact hour for providing training to small public water systems, as specified in the Scope of Work in I.B and throughout the RFP.

3. Regionalization Cost (50)

Offerors must propose a firm, fully loaded, hourly fixed rate for providing regionalization assistance to small public water systems, as specified in the Scope of Work in I.B and throughout the RFP.

V. Proposal Evaluation

A. Evaluation Point Summary

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual Offeror proposals. Points will be awarded on the basis of the following evaluation factors:

| <u>Factors</u> | <u>Points</u> |
|---|----------------|
| <u>Mandatory Specifications</u> | |
| 1. Regulatory Compliance | 0 |
| 2. Licensing & Experience | 75 |
| 3. Project Reporting | 75 |
| 4. Managerial and Financial Assistance | 200 |
| 5. Training | 200 |
| 6. Regionalization | 150 |
| 7. Statewide Coverage | 50 |
| 8. References | 50 |
| <u>Costs</u> | |
| 1. Managerial & Financial Assistance Cost | 75 |
| 2. Training Assistance Cost | 75 |
| 3. Regionalization Cost | 50 |
| Total | ===== 1,000 |

B. Evaluation Factors and Process

The evaluation of proposals will judge each Offeror's experience, methodology, and services. In addition, the Offerors previous relevant experience and applicable training will also be judged. The evaluation of each Offeror's cost proposal will be based on the total proposed cost for the items detailed in Section IV.D of this RFP. The proposal selected may or may not have received the most points. A proposal will be deemed non-responsive if it does not contain all of the items listed in Section IV.

Proposals deemed non-responsive will be eliminated from further consideration.

The following paragraphs describe the process used to evaluate the submitted proposals.

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.17 above.
3. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted.
4. The responsive Offeror or Offerors whose proposals are most advantageous to the Department, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the NMED. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection, regardless of the Offerors' overall score.

APPENDIX A

Acknowledgment of Receipt Form

REQUEST FOR PROPOSALS

RFP #:

MANAGERIAL AND FINANCIAL ASSISTANCE AND TRAINING FOR PUBLIC DRINKING WATER SYSTEMS

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

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than **4:00 p.m. Mountain Standard Time on December 19, 2009** via 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: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Kathy Romero, Procurement Manager
NMED/Drinking Water Bureau
525 Camino de Los Marquez
Santa Fe, New Mexico 87505
Phone: (505) 476-8622 Fax: (505) 827-7545

APPENDIX B

STATE OF NEW MEXICO

NAME OF AGENCY

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

(or reference an Attachment 1, see below)

2. Compensation.

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

CHOICE – MULTI-YEAR – The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

Payment in FYXX, FYXX, FYXX, and FYXX 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 **DATE** 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. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**"

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client

of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) 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;

(2) 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;

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

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees 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, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

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

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

25. Authority.

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

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below (*insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties*).

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

APPENDIX C

RFP PROPOSAL EVALUATION SCORE SHEET

| MANAGERIAL & FINANCIAL: RFP – #??? | | | | |
|--|---|--------------------------|--------------------------|--------------------------|
| Applicant _____ | | | | |
| Reviewer _____ | | | | |
| EVALUATION CATEGORY | APPLICANT RESPONSIVE TO REQUIREMENTS - POINTS NOT AWARDED (CHECK ONE) | | | |
| | YES | NO | WAIVE IRREGULARITY | |
| SUBMISSION OF PROPOSAL (If any requirements in this section are not met, the proposal is considered non-responsive and therefore disqualified from further consideration.) Note that at least one RFP reference location is provided in “bold italics.” | DATE PROPOSAL SUBMITTED – BY 4:00 PM 12/10/04. <i>II.B.6</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | SUBMISSION: ORIGINAL PROPOSAL + 4 COPIES + PDFs. <i>III.B.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | APPLICANT ADHERES TO NMED COMMUNICATION REQUIREMENTS –THRU PROCUREMENT MANAGER AND/OR PROTEST MANAGER. <i>I.D & II.B.6-7.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | PROPOSAL LENGTH (35 PAGES MAXIMUM) - EXEMPTING ATTACHMENTS. <i>III.C.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | FORMAT – PROPOSAL FOLLOWS REQUIRED RFP ORGANIZATION. <i>III.D.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | LETTER OF TRANSMITTAL IS COMPLETE. <i>III.D.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | TABLE OF CONTENTS FOLLOWS REQUIRED RFP ORGANIZATION. <i>III.D.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | REGULATORY COMPLIANCE STATEMENT INCLUDED. <i>IV.A.1.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DESIRABLE SPECIFICATIONS (No Points Awarded) Note that at least one RFP reference location is provided in “bold italics.” | OFFEROR STATEMENT OF EXPECTED RESPONSE TIME AND PROPOSED PRIORITIZATION. <i>II.C.16. & IV.B.1.-3.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | OFFEROR STATEMENT OF RESPONSE TO EMERGENCY REQUESTS & PROPOSED PRIORITIZATION WITH OTHER PENDING TASKS. <i>II.C.16. & IV.B.1.-3.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | OFFEROR STATEMENT OF PROPOSED ANNUAL COVERAGE. <i>II.C.16. & IV.B.1.-3.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| EVALUATION CATEGORY | | MAXIMUM POINTS ALLOWED | POINTS AWARDED TO APPLICANT |
|--|--|------------------------|-----------------------------|
| LICENSING/EXPERIENCE (75) Note that at least one RFP reference location is provided in “<i>bold italics.</i>” | VALID NM DRIVERS LICENSE – ALL APPLICANT STAFF WORKING FOR THIS PROJECT. <i>IV.A.2.</i> | 5 | |
| | QUALITY OF RELATED MANAGERIAL, FINANCIAL, & REGIONALIZATION EXPERIENCE; LENGTH OF EXPERIENCE; EXPERIENCE WITH PWS AS DEFINED IN THIS RFP. <i>IV.A.2.</i> | 15 | |
| | QUALITY OF LIST OF PWS RECEIVING RELATED SERVICES IN PAST 2 YEARS AND NATURE OF SERVICES. <i>IV.A.2.</i> | 20 | |
| | SUBMIT ALL OFFERORS’ STAFF RESUMES (INCLUDING SUBCONTRACTORS); RELEVANT EXPERIENCE; LENGTH OF EXPERIENCE; EXPERIENCE WITH PWS AS DEFINED IN THIS RFP. <i>IV.A.2.</i> | 15 | |
| | GENERAL HISTORY OF RELEVANT CORPORATE EXPERIENCE IN PROVISION OF DRINKING WATER SERVICES & FIRM’S ADMINISTRATIVE CAPACITY. <i>IV.A.2.</i> | 20 | |
| | TOTAL | 75 | |
| PROJECT REPORTING (75) Note that at least one RFP reference location is provided in “<i>bold italics.</i>” | ASSURANCE & QUALITY OF QUARTERLY REPORTS. <i>IV.A.3.</i> - Provide Names of Trainers, Description of Training, Date and location of Training; Training contact hours; - PWS/Participants Names; - Participant evaluations; and - Aggregated participant performance evaluation. | 15 | |
| | ASSURANCE OF OFFEROR ATTENDANCE AT MEETINGS WITH DEPARTMENT AND MONTHLY BILLING. <i>IV.A.3.</i> | 10 | |
| | QUALITY OF SAMPLE PRE-TEST POST-TEST QUESTIONS IN 4 TOPICAL AREAS. <i>IV.A.3.</i> | 25 | |
| | QUALITY OF SAMPLE QUARTERLY STATUS REPORT – ONE AREA. <i>I.B.3. & IV.A.3.</i> | 25 | |
| | TOTAL | 75 | |

| | | | |
|---|--|------------|--|
| MANAGERIAL & FINANCIAL ASSISTANCE (200) Note that at least one RFP reference location is provided in “ <i>bold italics.</i> ” | QUALITY OF DESCRIPTION OF METHODS & ASSISTANCE APPROACHES. <i>I.B.2. & IV.A.4.a.</i> | 80 | |
| | QUALITY OF SAMPLE PWS SERVICE PLAN. <i>I.B.2. & IV.A.4.a.</i> | 40 | |
| | PWS CASE HISTORY #1 – DESCRIPTION OF ASSISTANCE AND RESULTS. <i>I.B.2. & IV.A.4.a.</i> | 40 | |
| | PWS CASE HISTORY #2 – DESCRIPTION OF ASSISTANCE AND RESULTS. <i>I.B.2. & IV.A.4.a.</i> | 40 | |
| | TOTAL | 200 | |
| MANAGERIAL & FINANCIAL TRAINING (250) Note that at least one RFP reference location is provided in “ <i>bold italics.</i> ” | MANAGERIAL & FINANCIAL TRAINING METHODS & APPROACHES. <i>I.B.3. & IV.A.4.b.</i> | 80 | |
| | DESCRIPTION OF MANAGERIAL & FINANCIAL TRAINING TOPICS & OFFEROR EXPERIENCE WITH PRESENTING THESE TOPICS. <i>I.B.3. & IV.A.4.b.</i> | 70 | |
| | QUALITY OF OFFEROR’S EDUCATIONAL MATERIAL TO SUPPORT ONE TOPIC AREA. . <i>I.B.3. & IV.A.4.b.</i> | 50 | |
| | QUALITY OF TENTATIVE ANNUAL TRAINING SCHEDULE. <i>I.B.3.C. & IV.A.5.</i> -Training Topic(s) - Locations and Geographical Distribution - Dates & Contact Hours - Address SPA Training Requirements | 50 | |
| | TOTAL | 250 | |
| REGIONALIZATION (150) Note that at least one RFP reference location is provided in “ <i>bold italics.</i> ” | REGIONALIZATION ASSISTANCE METHODS & APPROACHES. <i>I.B.4. & IV.A.4.c.</i> | 50 | |
| | OFFEROR EXPERIENCE WITH WATER SYSTEM REGIONALIZATION. <i>I.B.4. & IV.A.4.c.</i> | 40 | |
| | CASE HISTORY #1 – DESCRIPTION OF REGIONALIZATION ASSISTANCE AND RELATED RESULTS. <i>I.B.4. & IV.A.4.c.</i> | 30 | |
| | CASE HISTORY #2 – DESCRIPTION OF REGIONALIZATION ASSISTANCE AND RELATED RESULTS. <i>I.B.4. & IV.A.4.c.</i> | 30 | |
| | TOTAL | 150 | |

| | | | |
|--|--|-------------|--|
| REFERENCES (50) Note that at least one RFP reference location is provided in “<i>bold italics.</i>” | MINIMUM OF FOUR (4) REFERENCES (10 POINTS EACH). <i>IV.A.6.</i> -References have acquired similar products/services as those in RFP. -Managerial, Financial, Regional Assistance and Training Competence -Organizational/Administrative Capacity; and -Timeliness/Completes Tasks | 40 | |
| | COMPLETE REFERENCE INFORMATION PER RFP FORMAT. <i>IV.A.5.</i> | 10 | |
| | TOTAL | 50 | |
| MANDATORY COSTS (200) Note that at least one RFP reference location is provided in “<i>bold italics.</i>” | MANAGERIAL & FINANCIAL ASSISTANCE. <i>IV.D.1.-3.</i> | 75 | |
| | MANAGERIAL & FINANCIAL TRAINING. <i>IV.D.1.-3.</i> | 75 | |
| | REGIONALIZATION. <i>IV.D.1.-3.</i> | 50 | |
| | TOTAL | 200 | |
| GRAND TOTAL FOR RFP APPLICANT | | 1000 | |