

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT



REQUEST FOR PROPOSALS
RFP# 10-667-00-15279

On-The-Ground
Surface Water Quality Improvement Projects

Issue Date: March 4, 2011



WATERSHED PROTECTION SECTION
New Mexico Environment Department
Surface Water Quality Bureau

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Nonpoint source pollution is the leading cause of water quality degradation in the United States and poses a substantial problem for the health of New Mexico's streams and rivers. To address this problem, funds are available under Section 319(h) of the Clean Water Act through a competitive proposal selection process. Those eligible for funding include: citizen watershed groups, non-profit organizations, for-profit organizations, individuals, and federal, state and local agencies (including those of Indian Nations, Pueblos, and Tribes). A portion of the §319(h) funding awarded to the New Mexico Environment Department in fiscal year 2012 will fund watershed-based initiatives that are most likely to measurably improve water quality in priority waters by 2015 and in the longer term.

All of the eligible stream segments listed in Appendix A were identified by NMED as not meeting one or more designated uses established in New Mexico Water Quality Standards. All of these impairments are recognized in the current 2010-2012 *Clean Water Act Section 305(b)/303(d) Integrated Report*. All of these impairments have corresponding TMDLs, except for those indicated by "None (flow impairment)". One of the main objectives of the Nonpoint Source Management Program and the projects solicited through this procurement is improvement of water quality sufficient for the impaired designation to be removed.

With this Request for Proposals (RFP), the Surface Water Quality Bureau of the New Mexico Environment Department (NMED) is seeking to implement surface water quality improvement projects within the watersheds of specified priority stream reaches to improve water quality sufficient to remove the impairment designation of those stream reaches, or make measurable progress toward that goal.

B. VISION

The mission of the New Mexico Environment Department is "to provide the highest quality of life throughout the state by promoting a safe, clean, and productive environment." Streams and lakes which supply drinking water, provide for recreation, support natural communities of aquatic life, and which support other designated uses are an important part of the environment. The New Mexico Nonpoint Source Management Program outlines a statewide strategy for improving water quality to meet standards and support designated uses. Implementation of carefully selected management measures and coordination activities at the local level is a key part of that strategy, and this RFP addresses that need by supporting technically sound, stakeholder-driven implementation in priority watersheds.

C. SUMMARY SCOPE OF WORK

Through this RFP the New Mexico Environment Department seeks to establish Intergovernmental Agreements or Contracts for projects in the watersheds of priority

impaired stream reaches to produce measurable improvements in water quality by 2015 and in the longer term. Projects must address specific impaired waters identified in the 2010-2012 State of New Mexico CWA §303(d)/§305(b) Integrated Report. Only those waters having completed Total Maximum Daily Loads, and a limited category of waters which are thought to be impaired by reduced flow, are eligible. **See Appendix A for eligible waterbodies and impairments.**

This procurement implements watershed-based plans that meet the planning elements described in the *Nonpoint Source Program and Grants Guidelines for States and Territories* (Fed. Reg., October 23, 2003). In watersheds for which a watershed-based plan has not been completed, applicants must support proposed projects with information related to those planning elements within their proposals. In addition to implementation activities, projects identified through this RFP may also revise or supplement existing Watershed-Based Plans.

Projects identified through this RFP will be funded with Federal funds up to 60% of project costs. A minimum of 40% of project costs, which may include the value of in-kind labor and services, must be paid through non-federal sources and are the responsibility of the offeror.

D. SCOPE OF PROCUREMENT

With this RFP, the New Mexico Environment Department is procuring services. The RFP may result in more than one contract or governmental agreement awarded. The terms of resulting agreements are not expected to exceed four years.

E. PROCUREMENT MANAGER

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name and telephone number are listed below:

Abraham Franklin
Program Manager, Watershed Protection Section
New Mexico Environment Department Surface Water Quality Bureau
Phone: (505) 827-2793
FAX: (505) 827-0160
E-mail: abraham.franklin@state.nm.us

All deliveries via US Mail, delivery service, or express carrier should be addressed as follows:

State Purchasing Division
C/O Fran Dunaway
1100 St. Francis Drive, Room 2016
Santa Fe, NM 87505
Phone: (505) 827-2331
FAX: (505) 827-2484

Any inquiries or request regarding this procurement should be submitted to the

Procurement Manager in writing (via email, US Mail, delivery service, or express carrier). Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Agency" or "Department" means Environment Department, State of New Mexico, acting through the Water and Waste Management Division, Surface Water Quality Bureau, Watershed Protection Section.

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

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from this RFP.

"Contractor" means a successful offeror.

"Deliverable" means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

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

"Determination" means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

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

"DFA/CRB" means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Evaluation Committee" means a body appointed by the Agency 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 State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as 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.

"Intergovernmental Agreement" means a contract between the Department and a public entity (state or federal agency, tribe, municipality or other governmental agency) for project implementation.

"Management Measure" means a method that has been determined to be the most effective, practical means of preventing or reducing pollution from non-point sources for a specific situation within a watershed.

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

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as Insure New Mexico!

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

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Project Officer" means the individual selected by the Agency to monitor and manage all aspects of a contract or intergovernmental agreement resulting from this RFP.

"Request for Proposals" or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Requirements" are obligatory and mean the system functions that are related to the organization's goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

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

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Scope of Work” means a summary document that includes the work objectives, an outline of proposed work tasks, a preliminary cost estimate and a proposed schedule.

“Solicitations” means RFPs.

“Solicited and Awarded” means an RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

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

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

“Subcontractor” refers to a private party or firm hired by the contractor to perform specific project tasks. Subcontractors must be approved by NMED, per terms of the contract.

“Wage” means hourly straight-time wage rate or, for workers not paid on an hourly basis, straight-time earnings divided by the corresponding hours. Straight-time wage and salary rates are total earnings before payroll deductions, excluding premium pay for overtime and for work on weekends and holidays, shift differentials, and nonproduction bonuses such as lump-sum payments provided in lieu of wage increases.

“Watershed-Based Plan” or **“WBP”** means a document that characterizes a watershed and identifies causes and sources of water quality impairments; sets goals and identifies solutions that include management measures to address the impairments; outlines implementation and monitoring programs; and provides an estimate of expected reductions in pollutant load following implementation. Watershed-based plans are further defined in Appendix B.

“Workplan” refers to the detailed document, which directs a contractor to deliver services pursuant to an existing contract. Workplans outline the site conditions, site history, contaminants expected, scope of work to be performed, deliverables, the schedule and time frame within which work will be performed, and a budget of costs not to be exceeded.

G. BACKGROUND INFORMATION

Section 319(b) of the Clean Water Act requires the Governor of each State, for that State or in combination with adjacent States, after notice and opportunity for public comment, to “prepare and submit to the [US EPA] Administrator for approval a management program which such State proposes to implement in the first four fiscal years beginning after the date of submission of such management program for

controlling pollution added from nonpoint sources to the navigable waters within the State and improving the quality of such waters.” That program in New Mexico is called the New Mexico Nonpoint Source Management Program, and is described in a planning document available at www.nmenv.state.nm.us/swqb/WPS/Plan.

In the October 23, 2003 Federal Register, EPA published guidelines for nonpoint source management programs, called the *Nonpoint Source Program and Grants Guidelines for States and Territories*. These *Guidelines* “promote the use of Section 319 funding for developing and implementing watershed-based plans to protect unimpaired waters and restore impaired waters, and state that watershed-based plans to restore impaired waters are “required for all projects implemented with incremental [Section 319] dollars.” The *Guidelines* describe nine planning elements that must be included in a watershed-based plan for EPA to recognize that this planning requirement has been met. The *Guidelines* are available at www.epa.gov/owow/keep/NPS/cwact.html, and the nine planning elements are also provided in Appendix B. More information on the watershed planning process can be found at www.epa.gov/nps/watershed_handbook.

The New Mexico Nonpoint Source Management Program encourages the use of Total Maximum Daily Loads (TMDLs) and associated overall goals for pollutant load reduction as a starting point for watershed-based planning. Links to TMDL documents are available at www.nmenv.state.nm.us/swqb/TMDL/list.html.

All of the eligible stream segments listed in Appendix A were identified by NMED as not meeting one or more designated uses established in New Mexico Water Quality Standards. All of these impairments are recognized in the current 2010-2012 *Clean Water Act Section 305(b)/303(d) Integrated Report*. All of these impairments have corresponding TMDLs, except for those indicated by “None (flow impairment)”. One of the main objectives of the Nonpoint Source Management Program and the projects solicited through this procurement is improvement of water quality sufficient for the impaired designation to be removed.

H. PROCUREMENT LIBRARY

The State Purchasing Agent has established an Internet Procurement Library. 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:

New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsibility	Date
Issue RFP	Department and State Purchasing Agent	March 4, 2011
Public Meeting Locations:	Department and Project Applicants	Meeting Dates:
Santa Fe: Harold Runnels Building, Auditorium. 1190 St. Francis Drive, Santa Fe, NM.		March 7, 2011 4:00 – 6:00 pm
Pilar: Rio Grande Gorge Visitor Center, 2873 North State Road 68, Pilar, NM.		March 8, 2011 4:00 – 6:00 pm
Silver City: City Hall Annex, Upstairs Meeting Room. 1203 N Hudson, Silver City, NM.		March 10, 2011 4:00 – 6:00 pm
Abiquiu, Rural Event Center, 122 State Route 554 (on the highway to El Rito, between Abiquiu and El Rito)		March 14, 2011 4:00 – 6:00 pm
Albuquerque: USDA Building, Room 145. 6200 Jefferson NE, Albuquerque, NM.		March 15, 2011 4:00 – 6:00 pm
Deadline for submission of Acknowledgement of Receipt Form and written questions	Project Applicant	March 21, 2011 5:00 pm MDT
Responses to written questions	Department	March 28, 2011
Deadline for Proposal Submission	Project Applicant	April 14, 2011 3:00 PM MDT
Proposal Evaluation	Evaluation Committee	April – June 2011
Selection of Finalist(s) / Letters to finalists and courtesy letters to non-finalists	Evaluation Committee	June 2011
Workplan Development Workshop	Department, Finalists	July 2011
Workplan Development	Department, Finalists	July – August 2011
Discussion with Offerors / Best and Final Offer	Department, Finalists	August 2011
Final Workplan Submittal	Finalists	August 26, 2011
Workplan Approval	Department, USEPA	November 2011
Finalize Contract / Project Agreements	Department	December 2011
Announcement of Winning Projects and Notification Letter to Unsuccessful Applicants	Department	December 2011
Contract / Intergovernmental Agreement Award	Department, SPA	January 2012
Protest Deadline	Offeror	January 2012
Withdrawal of Proposal	Project Applicant	At any time (in writing)
Proposal Offer Firm	Department	90 days after workplan approval

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Department and the State Purchasing Division of the General Services Department.

Additional copies of the RFP can be obtained from the Purchasing Division web site at www.generalservices.state.nm.us/spd.

2. Pre-Proposal Conference

Public meetings will be held at the locations and times indicated in Section II, Paragraph A. Agency staff will be on hand to explain and discuss the objectives of the RFP, and to answer questions. Potential offerors may submit "Acknowledgement of Receipt of Request for Proposals" forms at the public meetings.

3. Distribution List Response

Potential offerors should hand deliver, email with return receipt requested, or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix C) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on the date described in Sec. II, A.; to the procurement manager.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list. Failure to return the Acknowledgement of Receipt of Request for Proposals Form does not preclude a potential offeror from submitting a proposal.

4. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date described in Sec. II, A. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date described in Sec. II, A. to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list. Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN TIME ON THE DATE DESCRIBED IN SEC. II, A. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager **AT THE ADDRESS LISTED IN SECTION I, PARAGRAPH E.** Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "On-the-Ground Water Quality Improvement" Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place on the dates described in Sec. II, A. During this time, the Procurement Manager may, at his option, initiate discussion 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.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors on the date described in Sec. II, A. Only finalists will be invited to participate in the subsequent steps of the procurement. The Workplan Development Workshop will also be scheduled at this time. Non-finalists will receive courtesy letters notifying them of their status.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date described in Sec. II, A. Best and final offers may be clarified and amended within project workplans submitted on or before the date described in Sec. II, A. NO LATER THAN 5:00 PM MOUNTAIN TIME.

10. Finalize Contract

Contracts will be finalized with one or more of the most advantageous offerors by the date described in Sec. II.A. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the State Purchasing Agent will award the contract on the date described in Sec. II, A. This date is subject to change at the discretion of the State Purchasing Agent.

One or more contracts shall be awarded to the offeror or offerors whose proposals are most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the final contract award and will end as of 5:00 PM Mountain Time 15 days after the Contract Award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

Mailing Address: P.O. Drawer 26110
Santa Fe, NM 87502-0110

Protests received after the 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

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 IV of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request 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 one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal authorities).

10. Termination

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

11. Sufficient Appropriation

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

sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. 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 B, "Agreement Terms and Conditions." However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in Appendix B, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. 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 §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from SPA approved price agreements.

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic Mail Address Required

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

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

- a) 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:
 - i) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - ii) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - iii) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed

\$250,000 dollars.

- b) Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenewmexico.state.nm.us/>.
- d) For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

29. Campaign Contribution Form

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the Executive Branch are Governor Susana Martinez and Lt. Governor John A. Sanchez.)

30. Pay Equity Initiative

If the offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, the offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their proposal for evaluation purposes.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the 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 the 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, the offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

The 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. More information is available at www.generalservices.state.nm.us/spd/pay_e.html and in Appendix I.

319(h) Grant Budget and Funding Information:

31. Eligible Reimbursement Items

Items eligible for reimbursement under an awarded contract include:

- Itemized personnel costs, supplies, equipment purchase, rental, or lease fees, operational costs (e.g.; telephone, postage), travel, and Department approved subcontractor services.
- Implementation of management measures to address water quality problems identified in Appendix A.
- Local coordination of environmental programs with mandates to address water quality problems.
- Monitoring of water quality or environmental indicators related to water quality.
- Preparation of environmental or cultural plans, permit applications, and clearances not required by the Clean Water Act.
- Contractor and subcontractor rates at current fair market rates and not exceeding a wage rate of \$596.00 per day or \$74.50 per hour.
- Snacks provided during meetings, lunch provided during meetings or workshops six hours or longer in duration.
- Gross receipts tax.
- Other costs will be evaluated on an item-by-item basis.

32. Ineligible Reimbursement Items

Items not eligible for reimbursement include:

- Research projects.
- Funding for projects required under administrative and/or judicial order.
- Funding for work required under sections of the Federal Clean Water Act other than Section 319.
- Costs, including personnel costs, of securing additional sources of project funds.
- Indirect costs.
- Lobbying.
- Fellowships or scholarships.

33. Funding and Match Calculations

All projects require, at a minimum, a non-federal match of 40% of the total project

cost, consisting of cash and/or in-kind services. Examples of acceptable match include hourly salaries of personnel paid from non-federal sources, a projection of the fair market value of time donated to project related activities (e.g.; lawyers, youth group volunteers, environmental organizations, etc.), fair market value for utilization of privately owned equipment, etc.

Many of the impaired stream reaches listed in Appendix F are located near or within federally managed land. Salaries and equipment derived from federal funds cannot be used to meet match requirements.

Total project costs (100%) equal Federal §319 funds (no more than 60%) plus non-federal match (no less than 40%). Methods for calculating total project costs, Federal §319 funds, and non-federal match funds follow:

- Total project costs multiplied by 0.6 equals Federal §319 funds; and total project costs multiplied by 0.4 equals non-federal match.
- Total project costs equal Federal §319 funds divided by 0.6.
- Total project costs minus Federal §319 funds equal non-federal match.

34. Quality Assurance Project Plans

Environmental monitoring conducted with support of funds administered by the US Environmental Protection Agency must be conducted under a monitoring plan, called a Quality Assurance Project Plan (QAPP), approved by EPA. If the proposed project includes a monitoring component, then the applicant must have such an approved QAPP in place, or the applicant will be required to develop a QAPP as part of the project. Guidance for QAPP preparation is available at <http://www.epa.gov/QUALITY/faq6.html>.

35. Reports

Reports shall be prepared and submitted to the Department on a quarterly basis. Reports shall be submitted by regular mail in hard copy or electronically by e-mail or in the form of compact disk (CD) in Windows Microsoft (MS) Word, Adobe portable document format (.pdf), or other Department approved software. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a narrative of the project progress, as applicable. The quarterly narrative progress report shall include a discussion of each project task as outlined in the project workplan. At the end of the project term, a final report shall be submitted which includes an analysis and assessment of the project, pictures of sites, and a written analysis of project successes and failures that can be used as guidance for similar endeavors. Note that future funding decisions will be based in part on meeting past workplans and schedules.

36. Payments

Project Applicants will be reimbursed for costs incurred by certified detailed "Expenditure/Request for Funds" invoice (Appendix D) indicating direct cost and match amounts. After Department review, payment will be made upon receipt of an

acceptable report and approval by the Department of each narrative progress report. As described in I.1.2 above, final project invoice payments will be withheld until the WBP and the project's Final Report is received by NMED.

37. Department Audits

The Department may at any time review and audit requests for payment and make adjustments for, but not limited to, math errors, items not built or purchased, unacceptable construction or performance, or lack of conformance with approved workplans and schedules. The contractor and all subcontractors shall retain all records relating to the project for a period of five (5) years from the date of Intergovernmental Agreement/Contract termination in accordance with the provisions of the Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published in the Federal Register on June 30, 1997, nonfederal entities. Record Keeping Requirements are provided in Appendix G.

III. Response Format and Organization

A. NUMBER OF RESPONSES

Offerors may submit more than one proposal.

B. NUMBER OF COPIES

Offerors shall provide the following to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals:

1 original, 1 identical copy, and 1 electronic copy of the proposal (Section 1);
1 original, 1 identical copy, and 1 electronic copy of the cost proposal (Section 2);
1 original, 1 identical copy, and 1 electronic copy of supporting technical documentation (Section 3).

C. PROPOSAL FORMAT

All proposals must be typewritten (11 point size minimum) on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and SEPARATELY BOUND DELINEATING EACH SECTION. Section 1 is limited to 15 pages.

One separate electronic file for each section must be submitted. All three files must be on one compact disk, in MS Word or Adobe portable document format (.pdf). Signatures are not required on electronic files.

1. Proposal Organization

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

Section #1

- a) Letter of transmittal
- b) Response to mandatory specifications

Section #2

- c) Response to Contract Terms and Conditions
- d) Offeror's Additional Terms and Conditions
- e) Match
- f) Statement of Fiscal Accounting Responsibility
- g) Budget Proposal Form
- h) Campaign Contribution Form
- i) Employee Health Coverage Form
- j) Pay equity form (see Section II.C.30)

Section #3 (Optional)

k) Letters of support

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

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

2. Letter of Transmittal

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

- Identify the submitting organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- Be signed by the person authorized to contractually obligate the organization;
- Acknowledge receipt of any and all amendments to this RFP.

3. Mandatory Specifications

- a) Project Title - Provide a title for the proposed project that is concise, one line at most, and descriptive of the project.
- b) Project Manager – Identify a project manager who will be responsible for oversight of the approved project including: administering subcontracts; ensuring technical viability of the project; ensuring funds expended are within the budget; and ensuring that quarterly fiscal and technical progress reports, and a final report, are submitted to NMED.
- c) Start and End Dates - Indicate the proposed beginning and ending dates of the project. Projects cannot begin before the date of Contract / Intergovernmental Agreement Award indicated in Section II.A., and cannot exceed four years in duration.
- d) Past CWA § 319(h) Activities - Indicate whether your organization has received any CWA Section 319(h) grant funding in the past, including the dates and project title(s).

- e) Problem Statement - Indicate the cause or causes of impairment listed in Appendix A that will be addressed by the project. Clearly describe what you know about the contributors to the impairment in the watershed. Include land use, nonpoint sources of pollution, and related water quality problems in the watershed. Cite a watershed-based plan or equivalent documents (with enough information that reviewers may find them) with this information.
- f) Goal - State a pollutant load reduction goal or (for eligible waters without TMDLs) a hydrologic goal for the project. Provide a brief explanation of how the goal was developed. Cite a watershed-based plan or equivalent documents with this information.
- g) Project Area - Indicate the priority stream reaches as identified in Appendix A. State the number of impaired stream miles and acres or square miles of land within the project area. Present a rationale for selecting the project area, and cite a watershed-based plan or equivalent documents with this information. Identify with a map, at an appropriate scale, the critical areas in which management measures will be implemented.
- h) Management Measures - Describe the management measures that will be implemented, and how they are related to pollutant load reduction or hydrology. Cite a watershed-based plan or equivalent documents with this information.
- i) Key Persons - Describe key individuals who will be responsible for completing workplan objectives or tasks. Briefly describe qualifications of each key person. Briefly list the major participating organizations or agencies, and their specific role in the project. Include documentation of cooperator commitments to the proposed project.
- j) Complementary Programs – Without providing dollar amounts, describe efforts that will be made to utilize other state or federal conservation programs which could complement CWA Sec. 319 activities in mitigating the identified water quality problems.
- k) Clearances - List any permits, certifications, and environmental or cultural clearances that will be needed to implement the project and the progress made to obtain those permits, certifications and clearances.
- l) Measures of Success - Describe the indicators that will be used to document project success. Indicators may be of three types: 1) direct water quality measurements used to detect changes in water quality and assess water quality against water quality standards, 2) measurements of environmental parameters such as ground cover or canopy cover that will be used to model changes in pollutant loading, or 3) implementation monitoring of successful installation or adoption of management measures coupled with load reduction estimates associated with those measures. Cite a watershed plan or equivalent documents supporting selected measures of success.

Environmental monitoring conducted with support of funds administered by the

US Environmental Protection Agency must be conducted under a monitoring plan, called a Quality Assurance Project Plan (QAPP), approved by EPA. See Section II.C.34 for more information.

- m) Implementation Plan and Schedule - Describe the tasks needed to achieve project results. Task descriptions must include the person responsible for implementation, expected task completion dates, a deliverable for each task, and a brief description of how each task will be accomplished. Include a task for reporting. See Section II.C.35 for more information.

4. Response to Contract Terms and Conditions

Indicate whether the Terms and Conditions in the applicable agreement template in Appendix D have been reviewed and tentatively accepted.

5. Offeror's Additional Terms and Conditions

Submit a complete set of any additional terms and conditions expected to be included in a contract negotiated with the Agency. Provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Agency may or may not accept the alternative language.

6. Match

Describe the type of funds and in-kind match the project will be using, in accordance with Sections II.C.31 through II.C.33 of this RFP. Total project costs (100%) equals Federal 319 funds (no more than 60%) plus non-federal match (no less than 40%).

7. Statement of Fiscal Accounting Responsibility

This is a reimbursement program. Provide documentation that the applicant is qualified to provide fiscal accounting for the project, or that a federal, state or local public entity acting as fiscal agent, or a non-profit organization acting as fiscal agent, understands the role of fiscal agent, is qualified to provide fiscal accounting services, and has agreed to provide those services.

8. Budget

Submit a budget for the life of the project. The budget must include costs of work divided into the following categories:

- Personnel (identify each person, his/her area of expertise, anticipated hours and hourly rate). The Department must approve changes to personnel and hourly rates in advance. Professional services hourly rates must reflect current market value and shall not exceed a wage rate of \$596.00 per day or \$74.50 per hour.
- Equipment (tangible items purchased to complete project tasks).
- Travel (per diem costs for food and lodging not to exceed \$85 per night, and mileage not to exceed the current Federal rate).

- Supplies (specify the type, quantity and costs of supplies needed).
- Contractual/ Subcontracts ((if possible, identify subcontractors and costs to be incurred by subcontractors).
- Other (telephones, postage etc. with a detailed listing).

The following table indicates the preferred budget format and an appropriate level of detail. Categories may include, but are not limited to, the examples shown below.

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Personnel: (hourly salaries must not exceed \$74.50/hour wage rate)			
Project Coordinator			
Other paid staff - (identify each person)			
Volunteer participation, planning, review, monitoring			
Benefits (paid insurance, vacation, etc.)			
Equipment:			
Field equipment; digital camera; computer; software; field garden hand tools; aerial photos; etc.			
Sampling equipment pH / conductivity / turbidity meters			
Travel:			
Lodging / per diem (maximum \$85/night in-state travel rate)			
Mileage reimbursement (@ 2011 Federal mileage rate of \$0.51/mi)			
Mileage match for volunteers			
Supplies:			
Field supplies / seed / plants / feed / reclamation materials			
Office / meetings / public announcement supplies			
Materials donations			
Contractual – Direct Labor, Outside Services: (maximum \$74.50/hour wage rate plus costs)			
Consultants / instructors			
Field contractors/subcontractors: labor and services			
Workshop arrangements / publications (drafting, printing) / web site			
Other:			
Map and photo duplication; postage/ mailing costs			

BUDGET CATEGORIES	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
Office / workshop venue; port-a-potty rentals; telephone			
Rent; insurance; utilities			
Miscellaneous			
TOTAL			
% Of Adjusted Total	%	%	100%

9. Campaign Contribution Disclosure Form

Include with the proposal a completed Campaign Contribution Disclosure Form (see Appendix E). This form is required pursuant to NMSA 1978, § 13-1-191.1.

10. Employee Health Coverage Form

Include with the proposal a completed Employee Health Coverage Form (see Appendix H).

11. Pay equity form (see Section II.C.30). Current forms may be available at www.generalservices.state.nm.us/spd/pay_e.html.

12. Letters of Support

Offerors may optionally include copies of letters of support, within a separately bound third section.

IV. EVALUATION

A. EVALUATION FACTORS

In accordance with the New Mexico Procurement Code NMSA 1978, Section 13-1-117 (Competitive Sealed Proposals), awards shall be made to the applicant(s) whose proposal is determined to offer the best opportunities for achieving the goal of this Request for Proposals, as discussed in Section I. Each of the following four (4) major evaluation criteria is point-weighted, with subfactors listed in descending order. The total maximum point allocation cannot exceed 1000 points for any proposal. The evaluation criteria are as follows:

Criterion	Description	Possible points
A.	<p><u>Program alignment</u></p> <p>Likelihood that project will produce long-term measurable improvements in water quality (130 max. points). Likelihood that project will produce measurable improvements in water quality by 2015 (90 max points). Problem statement accurately cites Appendix A and (for waters in Appendix A with TMDLs) at least one TMDL, and states a numerical pollutant load reduction goal relative to a target load reduction within at least one TMDL, or states a hydrologic goal for waters in Appendix A without TMDLs (20 max. points). Project addresses at least one water quality impairment identified by NMED in the 2002-2004 CWA Section 305(b)/303(d) Integrated Report. This factor originates from EPA performance measures that utilize a 2002 baseline (10 max. points).</p>	<hr/> 250
B.	<p><u>Technical strength</u></p> <p>Selected management measures are appropriate for identified pollutant sources and are aligned with a watershed-based plan or equivalent documents (200 max. points). The description of project tasks, associated schedule, and project area are clear and well developed (50 max. points). Rationale for selection of the project area is presented and is aligned with a watershed-based plan or equivalent documents (25 max. points). A practical, effective means of documenting project success is presented (25 max. points).</p>	<hr/> 300
C.	<p><u>Organizational strength</u></p> <p>Roles, responsibilities, and qualifications of the Project Manager and other project partners are well described and appropriate to accomplish the goals of the project (75 max. points). Project partners are committed to assist with their portions of the project as described in the proposal (75 max. points).</p>	<hr/> 200

Criterion	Description	Possible points
	Environmental clearances are substantially complete, and agency partners are committed to assist with remaining tasks related to clearances (50 max. points) .	
D.	<u>Value</u> Cost of project relative to expected long-term pollutant load reduction, based on maintenance and longevity of implemented management measures (75 max. points) . Costs of individual project components are fair relative to market conditions (75 max. points) . Cost of project relative to expected short-term (<i>i.e.</i> , by 2015) pollutant load reduction (50 max. points) . Non-federal match appropriately complements federally funded project components and appears attainable (50 max. points) .	<u>250</u>
Total		<u>1000</u>

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV.A. The responsible offerors whose proposals are most advantageous to the Agency, taking into consideration the evaluation factors in Section IV.A., will be recommended for contract award.

APPENDIX A

ELIGIBLE STREAM SEGMENTS

In the following table, "Assessment Unit" refers to a stream segment identified by NMED as not meeting one or more designated uses established in New Mexico Water Quality Standards. "Impairments" indicates the water quality parameters which exceed standards. All of these impairments have corresponding Total Maximum Daily Loads, except for those indicated by "None (flow impairment)". "2002 303(d)" indicates whether impairments were recognized in the 2002-2004 *CWA Section 305(b)/303(d) Integrated Report*. "No" indicates the impairment was not recognized on the 2002 list, but is recognized in the current 2010-2012 impaired waters list. "Yes" indicates the impairment was recognized in 2002-2004, and is still listed on the current 2010-2012 impaired waters list.

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Animas Watershed (14080104)			
Animas River (San Juan River to Estes Arroyo)	NM-2403.A_00	Nutrients	No
Canadian Headwaters Watershed (11080001)			
Caliente Canyon (Vermejo River to headwaters)	NM-2306.A_151	Conductivity	No
Vermejo River (Canadian River to Rail Canyon)	NM-2305.A_210	None (flow impairment)	No
Vermejo River (Rail Canyon to York Canyon)	NM-2305.A_220	Conductivity, Temperature	No
Vermejo River (York Canyon to headwaters)	NM-2305.A_230	Temperature	No
York Canyon (Vermejo River to headwaters)	NM-2306.A_153	Conductivity	No
Cimarron Watershed (11080002)			
Cimarron River (Canadian River to Cimarron)	NM-2305.1.A_10	Nutrients	No
Rayado Creek (Cimarron River to Miami Lake Diversion)	NM-2305.3.A_80	Nutrients, Sedimentation	Yes
Cimarron River (Cimarron Village to Turkey Creek)	NM-2306.A_040	Arsenic, Temperature	No
Rayado Creek (Miami Lake Diversion to headwaters)	NM-2306.A_051	<i>E. coli</i> , Temperature	No
Moreno Creek (Eagle Nest Lake to headwaters)	NM-2306.A_060	Nutrients, Temperature	No
Sixmile Creek (Eagle Nest Lake to headwaters)	NM-2306.A_064	<i>E. coli</i> , Nutrients, Temperature, Turbidity	Yes
Cieneguilla Creek (Eagle Nest Lake to headwaters)	NM-2306.A_065	<i>E. coli</i> , Nutrients, Sedimentation, Temperature, Turbidity	Yes
Ute Creek (Cimarron River to headwaters)	NM-2306.A_068	Arsenic, <i>E. coli</i> , Temperature, Turbidity	No

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Ponil Creek (Cimarron River to US 64)	NM-2306.A_100	<i>E. coli</i>	No
Ponil Creek (US 64 to confl of North & South Ponil)	NM-2306.A_101	<i>E. coli</i> , Nutrients, Temperature, Turbidity	Yes
North Ponil Creek (South Ponil Creek to Seally Canyon)	NM-2306.A_110	<i>E. coli</i> , Nutrients, Temperature, Turbidity	Yes
South Ponil Creek (Ponil Creek to Middle Ponil Creek)	NM-2306.A_120	Temperature	No
Middle Ponil Creek (South Ponil to Greenwood Creek)	NM-2306.A_121	Temperature	Yes
Cimarron River (Turkey Creek to Eagle Nest Lake)	NM-2306.A_130	Arsenic, Nutrients	No
Cimarron Headwaters [Dry Cimarron] Watershed (11040001)			
Dry Cimarron R (Perennial reaches OK bnd to Long Canyon)	NM-2701_00	Sulfates, Total Dissolved Solids	Yes
Dry Cimarron River (Long Canyon to Oak Ck)	NM-2701_02	<i>E. coli</i> , Total Dissolved Solids	Yes
Long Canyon (Perennial reaches abv Dry Cimarron)	NM-2701_20	<i>E. coli</i> , Selenium	Yes
Oak Creek (Dry Cimarron to headwaters)	NM-2701_10	<i>E. coli</i> , Nutrients	No
Conejos Watershed (13010005)			
Rio de los Pinos (New Mexico reaches)	NM-2120.A_900	Temperature	No
Rio San Antonio (Montoya Canyon to headwaters)	NM-2120.A_901	Temperature	No
El Paso-Las Cruces Watershed (13030102)			
Rio Grande (Anthony Bridge to Picacho Bridge)	NM-2101_01	<i>E. coli</i>	No
Rio Grande (International Mexico bnd to Anthony Bridge)	NM-2101_00	<i>E. coli</i>	No
Rio Grande (Leasburg Dam to one mile below Percha Dam)	NM-2101_10	<i>E. coli</i>	No
Rio Grande (Picacho Bridge to Leasburg Dam)	NM-2101_02	<i>E. coli</i>	No
Jemez Watershed (13020202)			
East Fork Jemez (San Antonio Creek to VCNP bnd)	NM-2106.A_13	Arsenic, Temperature	No
East Fork Jemez (VCNP to headwaters)	NM-2106.A_10	Temperature, Turbidity	Yes
Jaramillo Creek (East Fork Jemez to headwaters)	NM-2106.A_12	Temperature, Turbidity	No
Jemez River (Jemez Pueblo bnd to Rio Guadalupe)	NM-2105_71	Arsenic, Boron	No
Jemez River (Rio Guadalupe to Soda Dam nr Jemez Springs)	NM-2105.5_10	Aluminum, Arsenic, Boron, Nutrients, Temperature, Turbidity	Yes

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Jemez River (Soda Dam nr Jemez Springs to East Fork)	NM-2106.A_00	Aluminum, Arsenic, Turbidity	Yes
Jemez River (Zia Pueblo bnd to Jemez Pueblo bnd)	NM-2105_75	Arsenic, Boron	No
Redondo Creek (Sulphur Creek to VCNP bnd)	NM-2106.A_21	Turbidity	Yes
Redondo Creek (VCNP bnd to headwaters)	NM-2106.A_25	Temperature, Turbidity	Yes
Rio Cebolla (Fenton Lake to headwaters)	NM-2106.A_52	Sedimentation	Yes
Rio de las Vacas (Rio Cebolla to Clear Creek)	NM-2106.A_40	Nutrients, Temperature	Yes
Rio Guadalupe (Jemez River to confl with Rio Cebolla)	NM-2106.A_30	Aluminum, Temperature	Yes
Rito de las Palomas (Rio de las Vacas to headwaters)	NM-2106.A_43	Sedimentation, Temperature	No
Rito Peñas Negras (Rio de las Vacas to headwaters)	NM-2106.A_42	Nutrients, Sedimentation, Temperature	Yes
San Antonio Creek (East Fork Jemez to VCNP bnd)	NM-2106.A_20	Arsenic, Temperature, Turbidity	Yes
San Antonio Creek (VCNP bnd to headwaters)	NM-2106.A_26	Temperature	Yes
Middle San Juan Watershed (14080105)			
La Plata River (McDermott Arroyo to CO border)	NM-2402.A_01	<i>E. coli</i> , Dissolved Oxygen	No
La Plata River (San Juan River to McDermott Arroyo)	NM-2402.A_00	Sedimentation	No
San Juan River (Navajo bnd at Hogback to Animas River)	NM-2401_10	<i>E. coli</i>	No
Mora Watershed (11080004)			
Coyote Creek (Mora River to Black Lake)	NM-2306.A_020	Conductivity, Temperature	No
Little Coyote Creek (Black Lake to headwaters)	NM-2306.A_024	Nutrients, pH	No
Mora River (HWY 434 to Luna Creek)	NM-2306.A_000	Sedimentation, Conductivity	Yes
Mora River (USGS gage east of Shoemaker to HWY 434)	NM-2305.3.A_00	Nutrients, Dissolved Oxygen	No
Rito San Jose (Manuelitas Creek to headwaters)	NM-2305.3.A_22	None (flow impairment)	No
Sapello River (Mora River to Manuelitas Creek)	NM-2305.3.A_20	Sedimentation	No
Wolf Creek (Mora River to headwaters)	NM-2305.3.A_10	None (flow impairment)	No
Pecos Headwaters Watershed (13060001)			
Bull Creek (Cow Creek to headwaters)	NM-2214.A_091	Temperature	No
Cow Creek (Bull Creek to headwaters)	NM-2214.A_102	Temperature, Turbidity	No

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Cow Creek (Pecos River to Bull Creek)	NM-2214.A_090	Temperature, Turbidity	No
Gallinas River (Las Vegas Diversion to USFS bnd)	NM-2212_00	Temperature	Yes
Gallinas River (Pecos River to San Augustin)	NM-2213_20	None (flow impairment)	No
Pecos River (Alamitos Canyon to Willow Creek)	NM-2214.A_002	Turbidity	Yes
Pecos River (Canon de Manzanita to Alamitos Canyon)	NM-2214.A_003	Temperature, Turbidity	No
Rio Chama Watershed (13020102)			
Abiquiu Creek (Rio Chama to headwaters)	NM-2113_50	Dissolved Oxygen	Yes
Cañones Creek (Abiquiu Reservoir to headwaters)	NM-2116.A_010	Aluminum, Fecal Coliform, Turbidity	Yes
Chavez Creek (Rio Brazos to headwaters)	NM-2116.A_081	Temperature	Yes
Poleo Creek (Rio Puerco de Chama to headwaters)	NM-2116.A_023	Turbidity	Yes
Polvadera Creek (Cañones Creek to headwaters)	NM-2116.A_011	Temperature	Yes
Rio Brazos (Rio Chama to Chavez Creek)	NM-2116.A_080	Temperature	Yes
Rio Chama (Rio Brazos to Little Willow Creek)	NM-2116.A_001	Temperature	Yes
Rio Chamita (Rio Chama to CO border)	NM-2116.A_110	Ammonia, Aluminum, Temperature, Bacteria	Yes
Rio Nutrias (Rio Chama to headwaters)	NM-2116.A_060	Turbidity	Yes
Rio Vallecitos (Rio Tusas to headwaters)	NM-2112.A_00	Aluminum, Temperature, Turbidity	Yes
Rito de Tierra Amarilla (Rio Chama to HWY 64)	NM-2116.A_070	Sedimentation, Temperature, Turbidity	Yes
Rio Grande-Albuquerque Watershed (13020203)			
Rio Grande (non-pueblo Alameda Bridge to HWY 550 Bridge)	NM-2105.1_00	<i>E. coli</i>	Yes
Rio Grande (Isleta Pueblo bnd to Alameda Bridge)	NM-2105_50	<i>E. coli</i>	Yes
Rio Grande (Rio Puerco to Isleta Pueblo bnd)	NM-2105_40	<i>E. coli</i>	No
Rio Grande (San Marcial at USGS gage to Rio Puerco)	NM-2105_10	Aluminum, <i>E. coli</i>	No
Rio Grande - Santa Fe Watershed (13020201)			
Santa Fe River (non-pueblo Cochiti Rsvr to Paseo del Cañon)	NM-2110_02	Dissolved Oxygen, Sedimentation	yes
Santa Fe River (Paseo del Cañon to Santa Fe WWTP)	NM-2110_00	Dissolved Oxygen	yes
Rio Hondo Watershed (13060008)			

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Carrizo Creek (Rio Ruidoso to Mescalero Apache bnd)	NM-2209.A_22	Fecal Coliform	No
Rio Bonito (NM 48 near Angus to headwaters)	NM-2209.A_10	Fecal Coliform, flow impairment	No
Rio Bonito (Rio Ruidoso to NM 48 near Angus)	NM-2208_10	None (flow impairment)	No
Rio Hondo (Perennial reaches Bonney Canyon to Rio Ruidoso)	NM-2208_30	Fecal Coliform	No
Rio Ruidoso (Rio Bonito to US Hwy 70 Bridge)	NM-2208_20	Nutrients	Yes
Rio Ruidoso (US Hwy 70 Bridge to Mescalero Apache bnd)	NM-2209.A_20	Temperature, Turbidity	Yes
S. Fork Eagle Creek (Eagle Creek to Mescalero Apache bnd)	NM-2209.A_00	None (flow impairment)	No
Rio Puerco Watershed (13020204)			
La Jara Creek (Perennial reaches abv Arroyo San Jose)	NM-2107.A_46	Aluminum	No
Rio Puerco (Arroyo Chijuilla to northern bnd Cuba)	NM-2107.A_40	Aluminum, Nutrients, Sedimentation	Yes
Rito Leche (Perennial reaches above HWY 126)	NM-2107.A_43	None (flow impairment)	No
Rio San Jose Watershed (13020207)			
Bluewater Creek (Bluewater Rsvr to headwaters)	NM-2107.A_01	Nutrients, Temperature	Yes
Bluewater Creek (non-tribal Rio San Jose to Bluewater Rsvr)	NM-2107.A_00	Nutrients, Temperature	Yes
Rio Moquino (Laguna Pueblo to Seboyetita Creek)	NM-2107.A_10	Nutrients, Temperature	Yes
San Francisco Watershed (15040004)			
Centerfire Creek (San Francisco R to headwaters)	NM-2603.A_50	Nutrients, Conductivity	Yes
San Francisco River (Centerfire Creek to AZ border)	NM-2602_20	Temperature	Yes
South Fork Negrito Creek (Negrito Creek to headwaters)	NM-2603.A_43	Temperature	Yes
Tularosa River (San Francisco R to Apache Creek)	NM-2603.A_40	Conductivity	Yes
Whitewater Creek (San Francisco R to Whitewater Campgrd)	NM-2603.A_10	Turbidity	Yes
Whitewater Creek (Whitewater Campgrd to headwaters)	NM-2603.A_12	Aluminum	Yes
Tularosa Valley Watershed (13050003)			
Three Rivers (Perennial prt HWY 54 to USFS exc Mescalero)	NM-2802_00	None (flow impairment)	Yes

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Upper Canadian Watershed (13050003)			
Ocate Creek (Ocate to Wheaton Creek)	NM-2306.A_070	None (flow impairment)	No
Upper Gila Watershed (15040001)			
Black Canyon Creek (East Fork Gila River to headwaters)	NM-2503_21	Temperature	Yes
Canyon Creek (Middle Fork Gila River to headwaters)	NM-2503_43	Nutrients, Turbidity	Yes
East Fork Gila River (Gila River to headwaters)	NM-2503_20	Aluminum	Yes
Mogollon Creek (Perennial reaches abv USGS gage)	NM-2503_02	Aluminum	Yes
Taylor Creek (Beaver Creek to Wall Lake)	NM-2503_23	Aluminum, Temperature	Yes
Upper Gila-Mangas Watershed (15040002)			
Mangas Creek (Gila River to Mangas Springs)	NM-2502.A_21	Nutrients	Yes
Upper Pecos - Black Watershed (13060011)			
Pecos River (Lake Carlsbad to Avalon Reservoir)	NM-2203.A_00	None (flow impairment)	No
Upper Rio Grande Watershed (13020101)			
Bitter Creek (Red River to headwaters)	NM-2120.A_705	Aluminum, Sedimentation	Yes
Comanche Creek (Costilla Creek to headwaters)	NM-2120.A_827	Temperature	No
Cordova Creek (Costilla Creek to headwaters)	NM-2120.A_823	Sedimentation	Yes
Costilla Creek (CO border to Diversion abv Costilla)	NM-2120.A_810	None (flow impairment)	No
Costilla Creek (Diversion abv Costilla to Comanche Creek)	NM-2120.A_820	Temperature	No
Costilla Creek (Rio Grande to CO border)	NM-2120.A_800	None (flow impairment)	No
Embudo Creek (Rio Grande to Canada de Ojo Sarco)	NM-2111_41	Sedimentation, Turbidity	No
Little Tesuque Creek (Rio Tesuque to headwaters)	NM-2118.A_34	Aluminum	Yes
Pioneer Creek (Red River to headwaters)	NM-2120.A_703	Turbidity	Yes
Placer Creek (Red River to headwaters)	NM-2120.A_706	Aluminum	Yes
Red River (Rio Grande to Placer Creek)	NM-2119_10	Aluminum	Yes
Rio Fernando de Taos (Rio Pueblo de Taos to Tienditas Creek)	NM-2120.A_512	Conductivity, Temperature	Yes
Rio Grande (Ohkay Owingeh bnd to Embudo Creek)	NM-2111_10	Turbidity	Yes
Rio Grande (Red River to CO border)	NM-2119_05	Temperature	Yes
Rio Grande (Santa Clara Pueblo bnd to Ohkay Owingeh bnd)	NM-2111_11	Turbidity	Yes

ASSESSMENT UNIT NAME	AU ID	Impairments	2002 303(d)
Rio Grande del Rancho (Rio Pueblo de Taos to HWY 518)	NM-2120.A_501	Conductivity	Yes
Rio Hondo (Rio Grande to USFS bnd)	NM-2120.A_600	Temperature	Yes
Rio Pueblo de Taos (Arroyo del Alamo to R Grande del Rancho)	NM-2119_30	Sedimentation, Temperature	Yes
Rio Pueblo de Taos (R Grande del Rancho to Taos Pueblo bnd)	NM-2120.A_511	Temperature	Yes
Rio Pueblo de Taos (Rio Grande to Arroyo del Alamo)	NM-2119_20	Temperature	Yes
Rio Santa Barbara (non-pueblo Embudo Ck to USFS bnd)	NM-2120.A_419	Turbidity	No
Upper San Juan Watershed (14080101)			
Gallegos Canyon (San Juan River to Navajo bnd)	NM-9000.A_060	Selenium	No
San Juan River (Animas River to Cañon Largo)	NM-2401_00	<i>E. coli</i> , Sedimentation	Yes

APPENDIX B

NINE ELEMENTS OF WATERSHED-BASED PLANS

The following is an excerpt taken directly from the Nonpoint Source Program and Grants Guidelines for States and Territories, which are available at www.epa.gov/owow/nps/cwact.html.

D. Watershed-Based Plans

These guidelines promote the use of Section 319 funding for developing and implementing watershed-based plans to protect unimpaired waters and restore impaired waters. Watershed-based plans to restore impaired waters are required, as described above, for all projects implemented with incremental dollars. However, even for watershed projects implemented with base funds, EPA recommends that whenever feasible, watershed-based plans be developed and implemented for all watershed projects, whether they are designed to protect unimpaired waters, restore impaired waters, or both.

For projects funded with incremental dollars, where a NPS TMDL for the affected waters has already been developed and approved or is being developed, the watershed-based plan must be designed to achieve the load reductions called for in the NPS TMDL. However, where a NPS TMDL has not yet been developed and approved or is not yet being developed for the waters, the State may use Section 319 funds to develop a watershed-based plan in the absence of the TMDL. In such cases, the plan must be designed to reduce nonpoint source pollutant loadings that are contributing to water quality threats and impairments. Where feasible, the plan should be designed to meet water quality standards. In this way, progress towards achieving water quality standards continues even before a TMDL is established. Once the TMDL is completed and approved, the plan must be modified as appropriate to be consistent with the load allocation portion contained within the TMDL. Alternatively, through the course of implementing the plan, the State may find that water quality standards are met, obviating the need to establish the TMDL. EPA believes that improving the integration of TMDLs and watershed plans to implement nonpoint source management measures will provide the most effective means for accelerating achievement of water quality standards.

To ensure that Section 319 projects make good progress towards remediating waters impaired by nonpoint source pollution, a watershed-based plan must have been completed before a State implements a watershed-based plan funded with incremental Section 319 dollars. These watershed-based plans must include the information set forth in items (a)-(i) below. This information will help provide assurance that the nonpoint source load allocations identified in the NPS TMDL (and/or anticipated in NPDES permits for the watershed) will be achieved. Furthermore, this information is critical in any case for ensuring the development of realistic plans to achieve protection goals or water quality standards, while at the same time providing a significant degree of flexibility to work with stakeholders in the watershed to use a range of innovative approaches to implement the plan.

To the extent that necessary information already exists in other documents (e.g., various State and local watershed planning documents, or watershed plans developed to help implement conservation programs administered by USDA), the information may be incorporated by reference. In addition, we encourage States to incorporate by reference any voluminous material that already exists in other documents. Thus, the State need not duplicate any existing process or document that already provides needed information.

Components of a Watershed-Based Plan

Beginning in FY 2004, the following information must be included in watershed-based plans to restore waters impaired by nonpoint source pollution using incremental Section 319 funds. These requirements are not retroactive to watershed plans developed in accordance with the FY 2002 or FY 2003 Section 319 guidelines; those plans may continue to be developed and implemented with funds available in FY 2004 and future years in accordance with the previously applicable requirements of the Section 319 guidelines.

a. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in this watershed-based plan (and to achieve any other watershed goals identified in the watershed-based plan), as discussed in item (b) immediately below. Sources that need to be controlled should be identified at the significant subcategory level with estimates of the extent to which they are present in the watershed (e.g., X number of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation).

b. An estimate of the load reductions expected for the management measures described under paragraph (c) below (recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time). Estimates should be provided at the same level as in item (a) above (e.g., the total load reduction expected for dairy cattle feedlots; row crops; or eroded streambanks).

c. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated under paragraph (b) above (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement this plan.

d. An estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon, to implement this plan. As sources of funding, States should consider the use of their Section 319 programs, State Revolving Funds, USDA's Environmental Quality Incentives Program and Conservation Reserve Program, and other relevant federal, State, local and private funds that may be available to assist in implementing this plan.

e. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.

f. A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious.

g. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.

h. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards and, if not, the criteria for determining whether this watershed-based plan needs to be revised or, if a NPS TMDL has been established, whether the NPS TMDL needs to be revised.

i. A monitoring component to evaluate the effectiveness of the implementation efforts over

time, measured against the criteria established under item (h) immediately above.

EPA recognizes the difficulty of developing the information described above with precision and, as this guidance reflects, believes that there must be a balanced approach to address this concern. On one hand, it is absolutely critical that States make, at the subcategory level, a reasonable effort to identify the significant sources; identify the management measures that will most effectively address those sources; and broadly estimate the expected load reductions that will result. Without such information to provide focus and direction to the project's implementation, it is much less likely that the project can efficiently and effectively address the nonpoint sources of water quality impairments. On the other hand, EPA recognizes that even with reasonable steps to obtain and analyze relevant data, the available information at the planning stage (within reasonable time and cost constraints) may be limited; preliminary information and estimates may need to be modified over time, accompanied by mid-course corrections in the watershed plan; and it often will require a number of years of effective implementation for a project to achieve its goals. EPA fully intends that the watershed planning process described above should be implemented in a dynamic and iterative manner to assure that projects with plans that contain the information above may proceed even though some of the information in the watershed plan is imperfect and may need to be modified over time as information improves.

[end quote]

Further Guidance

EPA published the comprehensive *Handbook for Developing Watershed Plans to Restore and Protect Our Waters* in March 2008. This handbook provides numerous examples and suggestions for watershed groups or others contemplating preparation of a watershed-based plan following the above guidance. Virtually any question one might have regarding interpretation of the planning elements is explored within the handbook. For a more interactive way to learn about watershed plans or actually produce one, EPA also developed an on-line watershed plan builder¹ that brings this challenging process within the reach of many more people.

¹ The handbook and the watershed plan builder are available at www.epa.gov/nps/watershed_handbook. A hard copy of the handbook may be requested from the National Service Center for Environmental Publications (NSCEP). Contact NSCEP at 800-490-9198 or by e-mail, nscep@bpa-lmit.com. When requesting a copy of the Handbook, please refer to EPA document number: EPA 841-B-08-002.

APPENDIX C

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on March 21, 2011. Only potential offerors who elect to return this form completed with the 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. Failure to return the Request for Proposals Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.

FIRM (OR ORGANIZATION): _____

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 Proposals.

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

Return to:

Abraham Franklin
Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Harold Runnels Building (Suite N2100)
1190 St. Francis Drive
P.O. Box 5469
Santa Fe, NM 87502
Phone: (505) 827-2793, FAX (505) 827-0160
abraham.franklin@state.nm.us

APPENDIX D

AGREEMENT TERMS AND CONDITIONS

SAMPLE AGREEMENT – INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NEW MEXICO ENVIRONMENT DEPARTMENT
AND
[INSERT DEPARTMENT OR AGENCY]

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the State of New Mexico, Environment Department, hereinafter referred to as (the "Department" or “NMED”) and [INSERT NAME OF DEPARTMENT OR AGENCY], hereinafter referred to as (the "Name of Agency”), and is effective as of the date set forth below upon which it is executed by the New Mexico Environment Department (“NMED”).

WHEREAS, the [Insert Federal Department or Local or State Agency] is a public entity that is authorized by the United States Congress and/or the New Mexico Legislature for the performance of this Agreement, under the authority of (Federal or State Statute), to implement the project titled [Insert Project Title], hereinafter referred to as the “Project”;

WHEREAS, this Agreement is exempt from the provisions of the procurement code in accordance with the NMSA 1978, Section 13-1-98A;

WHEREAS, NMED and the [Insert Federal Department or Local or State Agency] desire to enter into this “Agreement” to accomplish the Project in the most cost-effective and administratively efficient manner; and

WHEREAS, NMED is authorized by [Insert Statute or Regulation] to enter into this Agreement to/for [Insert Purpose].

NOW, THEREFORE, the parties mutually agree as follows:

A. Purpose.

The Project will address: [Insert overall goal of the program.] The purpose of the Project/Task is to: [Insert Purpose]. The Project is mutually beneficial because [State mutual benefit to the agencies.]

B. Disbursement of Funds.

1. NMED shall transfer to the [Insert Federal Department or Local or State Agency] funds in an amount not to exceed \$ _____ to reimburse the [Insert Federal Department or Local

or State Agency] for costs actually incurred in carrying out the Project in accordance with the Scope of Work.

2. The [Insert Federal Department or Local or State Agency] shall submit to NMED receipts for costs actually incurred in carrying out the Project in accordance with the Project Work Plan. Invoices/receipts shall be submitted to:

[Insert NMED Project Officer]
[Insert Bureau]
New Mexico Environment Department
PO Box 26110
Santa Fe, New Mexico 87502
[Insert Bureau Phone Number]

C. Scope of Work.

The [Insert Federal Department or Local or State Agency] shall complete the Project in accordance with this Scope of Work incorporated into this Agreement as Attachment A.

1. The [Insert Federal Department or Local or State Agency] shall perform the following work:

2. Services will be performed (AT)(WITHIN)(LOCATION):

D. Reports.

The [Insert Federal Department or Local or State Agency] shall provide reports, including but not limited to task completion progress, reasons for delay of task implementation (if any), expenditures on Project implementation, and results of Project implementation, to NMED or other organizations or members of the public upon request. Reports will be provided Quarterly.

E. Strict Accountability.

The [Insert Federal Department or Local or State Agency] shall maintain fiscal records consistent with generally accepted accounting principles (GAAP); shall account for all receipts and disbursements of funds transferred pursuant to this Agreement and along with NMED, shall be strictly accountable for all receipts and disbursements under this Agreement through the end of the fiscal year following the termination of this Agreement.

F. Access to Records.

NMED, the [Insert Federal Department or Local or State Agency], the New Mexico Department of Finance and Administration (“DFA”), or the State Auditor, through any authorized representative, shall be granted access to and have the right to examine all books, papers, or

documents related to this Agreement.

G. Amendment.

Any and all amendments, changes, and/or modifications of this Agreement shall be made in writing, signed and dated by both parties before becoming effective. Neither NMED nor the [Insert Federal Department or Local or State Agency] is obligated to fund any changes and/or modifications not approved in writing by both parties.

H. Termination.

1. 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 proposed termination date. This Agreement may be terminated immediately upon written notice to the [Insert Federal Department or Local or State Agency] if the [Insert Federal Department or Local or State Agency] becomes unable to perform the services within the Scope of Work, as determined by NMED or if, during the term of this Agreement, the [Insert Federal Department or Local or State Agency] 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, Section M, 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.

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

I. 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, Section 38-3-1 (G). By execution of this Agreement, [Insert Federal Department or Local or State Agency] 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. Any procurement made by the [Insert Federal Department or Local or State Agency], pursuant to this Agreement shall be made in accordance with

applicable procurement policies and procedures, applicable federal laws and regulations, and applicable provisions in the Scope of Work.

J. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions incurred as a result of its negligence, acts or omissions in connection with this Agreement. [If Federal Department: Liability of the Federal Department shall be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.] [If State Agency: Any liability incurred by State Agency in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act]. Any liability incurred by NMED in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

K. Equal Opportunity Compliance.

The [Insert Federal Department or Local or State Agency] shall abide by all state and federal rules and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, the [Insert Federal Department or Local or State Agency], shall assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, sexual preference or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity related to this Agreement. If the [Insert Federal Department or Local or State Agency], is found not to be in compliance with these requirements during the life of the Agreement, the [Insert Federal Department or Local or State Agency], agrees to take appropriate steps to correct these deficiencies.

Any person, group or organization, that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title IX of the Education Amendments of 1972 and their implementing regulations at 40 C.F.R. Parts 5 and 7 where applicable.

L. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED AND ACCPETED BY ALL PARTIES. This Agreement shall terminate on [INSERT DATE] unless terminated pursuant to paragraph 4, infra, or paragraph 5.

M. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization from the New Mexico State Legislature and/or the United States Environmental Protection Agency. If sufficient appropriations or authorization are not granted, this Agreement shall be

terminated upon written notice from NMED. The decision as to whether sufficient appropriations/ authorizations are available is it's the sole discretion of NMED and shall be final and binding.

N. Participation in Similar Projects

This Agreement in no way restricts the [Insert Federal Department or Local or State Agency] or NMED from entering into other Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

STATE OF NEW MEXICO

By: _____ Date:
Secretary
New Mexico Environment Department

Approved as to Form and Legal Sufficiency

By: _____ Date:
General Counsel
New Mexico Environment Department

[INSERT FEDERAL DEPARTMENT OR LOCAL OR STATE AGENCY]

By: _____ Date:
(Signatory Authority)

SAMPLE AGREEMENT – HYBRID SERVICES CONTRACT

STATE OF NEW MEXICO
NEW MEXICO ENVIRONMENT DEPARTMENT

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 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 State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference:

Performance Measures, default by Contractor – Contractor shall substantially perform the Performance Measures set forth in Attachment 1. In the event that the Contractor fails to obtain the results described in Attachment 1, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

2. Compensation.

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

B. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ _____ 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 STATE PURCHASING AGENT. 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 STATE PURCHASING AGENT. This Agreement shall begin on the date of approval by the state purchasing agent and shall terminate on DATE unless terminated pursuant to paragraph 4, infra, or paragraph 5. The agency reserves the right to extend the contract. In accordance with Section 13-1-150 NMSA 1978, no contract term, 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 five (5) 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, 2010 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, 2011 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, 2012 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.

26. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the procuring agency are considered material to any work performed under this Price Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Limit of Liability

The contractor's liability to the SPA or a procuring agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of SPA's or the procuring agency's claim. The foregoing limitation does not apply to Paragraphs 20 and 32 of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

28. Survival

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

29. Succession

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Incorporation and Order of Precedence.

Request for Proposals No. [enter number from RFP] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

32. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the State and its agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the State shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

33. Minimum Wage Rate.

If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor and Industrial Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

34. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the State Purchasing Agent, below or a specified date whichever is later.

By: _____ Date: _____
F. David Martin, Cabinet Secretary
Environment Department

By: _____ Date: _____
Tannis Fox, Legal Counsel
Environment Department – Certifying legal sufficiency

By: _____ Date: _____
[CONTRACTOR]

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

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the SPA:

By: _____ Date: _____
Purchasing Agent for the
State of New Mexico

Attachment 1 to the contract will be a project workplan, to be developed according to the process outlined in Section II of this RFP. The workplan will include a statement related to New Mexico Environment Department Performance Measures similar to the following:

Performance Measures

NMED published performance measures in a document titled New Mexico Environment Department Strategic Plan, Fiscal Years 2011-2012 (available at http://www.nmenv.state.nm.us/Common/documents/NMED_StrategicPlanFY11-FY12_8-26.pdf). Page 16 summarizes the two performance measures expected of the Surface Water Quality Bureau, which are combined into one task:

Task 5.2 Improve New Mexico's watersheds by restoring native species, habitat and stream flows.

This project workplan contains measurable goals and objectives that are linked to the following performance measure:

Number of miles/acres of active watershed restoration including wetlands projects, river ecosystem restoration projects and federal Clean Water Act Section 319 projects

[for planning projects] The project will characterize watersheds and identify causes and sources of water quality impairments; set goals and identify solutions that include management measures to address the impairments; outline implementation and monitoring programs; and provide estimates of expected reductions in pollutant load following implementation, leading to more effective implementation projects in the future. The project will conduct this planning for [enter total number of miles of impaired assessment units included in the project] miles of impaired streams in New Mexico.

[for implementation projects] The project will produce measurable improvements in water quality by 2015 and in the longer term within [enter total number of miles of impaired assessment units included in the project] miles of impaired stream assessment units in New Mexico.

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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 F

EXPENDITURE/REQUEST FOR FUNDS

New Mexico Environment Department
Surface Water Quality Bureau, Watershed Protection Section
1190 St. Francis Drive
Runnels Bldg. Room N-2100
Santa Fe, NM 87502

1. Contractor's Name _____ Monthly Report Quarterly Report
 Final Report Other

2. Contract ID Number _____

Project Title:

Address:

3. Time Period: From _____ To _____

Include copies of equipment purchases, time sheets, and other accounting documents.

4. Amount Due

5. Identify Completed Tasks

6. Contractor's Certification:

I certify that this report and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our official accounting records (books of account) and are consistent with the terms of the contract/agent. It is also understood that the payments are calculated by the NMED based upon information provided in this report and as designated in said contract.

Authorized Contractor Signature Title Date

7. NMED Project Officer Certification:

Performance satisfactory for payment.

No payment due.

Project Officer Signature / Date

APPENDIX G

RECORD KEEPING REQUIREMENTS

- A. The Public Agency or Independent Contractor shall provide a detailed budget clearly distinguishing between expenses for which reimbursement is requested, and cash and non-cash matching contributions, prior to submittal of the first payment request.
- B. With each payment request, submit a detailed schedule reflecting your cash and in-kind expenditures (must be identified separately) for the current and cumulative periods. This schedule must also include a comparison of your approved match budget (by line item detail) to actual cumulative match expenditures.
- C. A file(s) must be dedicated to this contract or agreement and will consist of the following:
1. For any declared in-kind contributions, the following documentation will be maintained in the file(s):
 - (a) An itemized listing of each employee's hourly rate. (Prevailing Wage Rates may be used if applicable).
 - (b) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (c) An itemization of per diem rates, equipment rental/usage rates, etc. that will be used as match for this contract or agreement.
 - (d) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (e) Copies (or originals) of logs/schedules for equipment usage.
 - (f) Signed statements noting fair market value for in-kind donations of materials or supplies.
 2. For any declared cash contributions, the following documentation will be maintained in the file:
 - (a) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (b) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (c) Copies (or originals) of logs/schedules for equipment usage.
 - (d) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Public Agency or Independent Contractor agrees and acknowledges that:
1. Neither the costs nor the values of third party in-kind contributions being used to satisfy the cost sharing or matching requirements of the attached contract or agreement have been or will be counted towards satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of federal funds.
 2. Any third-party matching fund contributions or expenditures must be made with the effective dates specified in the attached contract or agreement.
 3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency or Independent Contractor until three (3) years after submittal of the Final Financial Status Report. The Public Agency or Independent Contractor must obtain authorization from the New Mexico Environment Department prior to disposal of any records.
 4. The New Mexico Environment Department may, at any time, audit these files to ensure compliance with the Match Record-Keeping Requirements. The Department reserves the right to disallow contributions deemed inappropriate or unreasonable either during an audit or during the review of the detailed schedule reflecting match expenditures.
 5. The Department will be reimbursed by the Public Agency or the Independent Contractor for any portion of the contract or agreement funding provided to the Public Agency or Independent Contractor under the attached contract or agreement which the Public Agency or Independent Contractor was unable to match or adequately document.

APPENDIX H

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: www.insurenewmexico.state.nm.us.

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

Signature of Offeror: _____ Date _____

APPENDIX I

NEW MEXICO PAY EQUITY INITIATIVE IMPLEMENTATION GUIDANCE

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

I. SCOPE

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

Mexico employees.

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

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

“State Contract” (also “Contract”) means any agreement for the procurement of items of tangible personal property, services (including professional services) or construction. For purposes of this Executive Order guidance, “state contract” includes any contract resulting from an Invitation to Bid, Request for Proposals or a Price Agreement – regardless how that Price Agreement was developed. It also includes any Purchase Order, or combination of Purchase Orders, exceeding \$20,000 (or combination of professional services agreements which exceed \$50,000) in any calendar year.

III. OCTOBER 1, 2010 AND BEYOND SOLICITATION REQUIREMENTS

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

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

IV. OCTOBER 1, 2010 AND BEYOND CONTRACT REQUIREMENTS

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

or

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

or

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

must contain the following language:

“Employee Pay Equity Reporting

“Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

“Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of

the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

V. SUBMITTAL OF REPORTS

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

VI. AUDIT

All information provided in PE10-249 and PE250 forms or after October 1, 2010 (unless submitted in conjunction with a solicitation issued prior to October 1, 2010) is subject to audit by the State of New Mexico. Information provided prior to that date shall be considered for informational purposes only and not subject to audit.

VII. EXCEPTIONS

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

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

Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

VIII. EFFECTIVE DATE

This Implementation Guidance shall be effective June 7, 2010.

Pay Equity Reporting Form PE10-249

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

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

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

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

Name and title, printed	Signature	Date

Pay Equity Report PE10-249 Worksheet

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

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

Total # Job Categories With No Employees	9
Total # Female Only Job Categories	0
Total # Male Only Job Categories	0
Total # Females (all categories)	0
Total # Full Time Females	
Total # Part Time Females	
Total # Males (all categories)	0
Total # Full Time Males	
Total # Part Time Males	
Total # Employees	0
% of Total for Females	N/A
% of Total for Males	N/A

Pay Equity Report PE10-249 Pivot Table			Data		
Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Number of Employees	Sum of Total Annual Compensation (\$)	Sum of Total Annual Hours
1	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
1 Total					
2	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
2 Total					
3	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
3 Total					
4	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
4 Total					
5	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
5 Total					
6	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
6 Total					

7	f	ft pt	
	f Total		
	m	ft pt	
	m Total		
7 Total			
8	f	ft pt	
	f Total		
	m	ft pt	
	m Total		
8 Total			
9	f	ft pt	
	f Total		
	m	ft pt	
	m Total		
9 Total			
Grand Total:			

Pay Equity Report PE10-249 Data Entry Form

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

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

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

CON'T

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

- | | |
|-------------------------------------|---|
| Job Category numbers to use: | |
| 1 | Office & Managers |
| 2 | Professionals |
| 3 | Technicians |
| 4 | Sales Workers
Office & Admin |
| 5 | Support |

6	Craft Workers (Skilled)
7	Operatives (Semi-skilled)
8	Laborers (unskilled)
9	Services Workers

New Mexico Pay Equity Initiative

Executive Order Number 2009-049
December 18, 2009

Form PE250: 250 or More Employees

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

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

Sub-Band #2**	_____	__/__%	__/__%	__/__%*
Sub-Band #3**	_____	__/__%	__/__%	__/__%*
Service Workers	_____	__/__%	__/__%	__/__%*
Sub-Band #1**	_____	__/__%	__/__%	__/__%*
Sub-Band #2**	_____	__/__%	__/__%	__/__%*
Sub-Band #3**	_____	__/__%	__/__%	__/__%*
Average of All Employees	_____	__/__%	__/__%	__/__%*
Sub-Band #1**	_____	__/__%	__/__%	__/__%*
Sub-Band #2**	_____	__/__%	__/__%	__/__%*
Sub-Band #3**	_____	__/__%	__/__%	__/__%*