

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
DRINKING WATER BUREAU
REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR TECHNICAL ASSISTANCE AND TRAINING
FOR SMALL WATER SYSTEMS IN THE STATE OF NEW MEXICO

RFP 07-667-40-02107

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INTRODUCTION

I.

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Drinking Water Bureau of the New Mexico Environment Department (Department) is requesting proposals from qualified Contractors to provide training and technical assistance to small public water systems serving 10,000 people or less throughout New Mexico. These services will satisfy requirements related to the Safe Drinking Water Act (SDWA), and the New Mexico Drinking Water Regulations.

The purpose of the Request for Proposals (RFP) is to select a Contractor with qualifications to provide the following services to eligible water systems throughout the State of New Mexico.

B. SUMMARY SCOPE OF WORK

1. General

As a performance measure the Drinking Water Bureau is tasked with ensuring regulated facilities are in compliance with regulatory requirements. This is tracked by calculating the percentage of systems that are in compliance with the acute maximum contaminant levels (MCL). The technical assistance provided under the proposed contract will assist the Bureau with achieving and maintaining the target of having 95% of the regulated facilities in compliance with the acute MCLs.

In addition, the Drinking Water Bureau must ensure and improve response time to prevent critical health impacts that can effect a large population. While this contract is focused on small systems serving 10,000 people or less, there is still a potential for a large number of people to become sick if there is a MCL violation of an acute contaminant. This contract will provide corrective action and training necessary to help prevent or eliminate these violations. The target is to ensure that 92% of public drinking water systems are inspected within one week of notification of system problems that might impact public health. The contractor can assist the Bureau in ensuring that this goal is met.

The Contractor shall perform the work outlined in the Scope of Work as follows:

Contractor shall provide technical assistance and training to public water systems, at no charge to the water system, in the form of consultation, operation and maintenance review, technical evaluation/assessment, and corrective action necessary to help prevent or eliminate violations of the New Mexico Drinking Water Regulations.

Forms developed in collaboration between the Contractor and Department will be used in the evaluation/assessment of the water system. The forms will include information concerning the request for technical assistance such as urgency, requestor, category of assistance/training technical assistance provided, documents prepared, and short-term and long-term needs of the water system. Assessment information and recommendations for corrective actions will be forwarded to the Department and to the public water system receiving such services no later than five days after the services are rendered.

The Contractor shall provide formal training and technical assistance to public water system operators and/or other responsible parties that can be applied towards operator certification in accordance with Part 4

Manager at the Department. Non-emergency services may be scheduled on a longer time frame at the discretion of the Department. For example water audits may be scheduled for times when there is a lull in activity for more essential services.

The Contractor will prepare monthly billing, which will be delivered to the Department within 10-days of the close of the month. The monthly technical assistance report will be submitted along with the monthly billing. Monthly reports will be submitted in paper form as well as electronic format including a word file and an Adobe Acrobat file. The content of the monthly report will be discussed in detail during contract negotiations.

The contractor will submit within 15 days of the end each quarter (i.e. by January 15, April 15, July 15, and October 15) an electronic spreadsheet which will contain a summary of the technical assistance and training provided in that quarter. The spreadsheet will contain a list of system that received assistance. Information given for each system will include the water system number, the number of visits, and the number of contact hours and the date of each visit. The summary will also include the total number of visits and the total number of contact hours. For training, a list of each training event will include the topic, the date of the training event, the location, the number of training hours, the number of attendees and the number of systems represented at the training.

The Contractor may be required to supply periodic and/or ad hoc specialized reports to meet the information requirements of the Department and US EPA, as requested in writing by the Department. All reporting forms must be pre-approved by the Department. The Contractor will be compensated at a pre-approved hourly rate for providing these specialized reports. This rate will be negotiated as a part of the contract negotiations after the Contractor has been selected, but prior to award.

3. Technical Assistance Menu of Services

The Contractor shall provide technical assistance and training, including but not limited to the following: a. consultation, b. hands-on demonstration or assistance linked to operation and maintenance, c. technical evaluation/assessment of the water system, d. recommendations for corrective action(s) necessary to resolve deficiencies identified, e. assistance with corrective action plan development in response to an enforcement action, and f. emergency services such as shock chlorination. (See Appendix D for a more complete list).

Recommended action(s) will identify procedures to help prevent or eliminate violations of the federal Safe Drinking Water Act (SDWA) and New Mexico Drinking Water Regulations.

The Department will provide a general letter of introduction for the Contractor to provide to water systems at the time of service. The letter will give an overview of the Technical Assistance Program and its goals, along with a general explanation of services to the public water system (PWS).

The letter will also explain general provisions of the Safe Drinking Water Act, and will request that systems receiving services cooperate with the Contractor for purposes of maintaining compliance with the regulations.

When appropriate the Contractor will obtain and the Department will provide, prior to a site visit, a copy of the most current sanitary survey inspection. The Contractor will become familiar with the water system's identified regulatory and sanitary deficiencies from the survey. The Department will develop categories of

service and reporting forms to be used for all services.

The Contractor shall in all instances provide services that substantially correspond to the Technical Assistance Menu of Services (Appendix D) prepared by the Department or obtain the Department's approval for other services from the Department's Contract Manager. The Technical Assistance Menu of Services enumerates services expected to be performed by the Contractor. Pre-approved hours will be associated with these services as a part of the contract. The Menu serves to facilitate planning and expedite services for the Department and Contractor.

The Technical Assistance Menu of Services will serve as a description of services and reimbursement for services by the Contractor. Technical assistance provided by the Contractor must correspond directly to a category and/or subcategory of listed services. Services offered to a water system in addition to the pre-approved hours must be authorized by NMED to receive reimbursement under this contract. The Contractor is responsible for all unauthorized costs incurred.

The Contractor will keep daily reports which document services rendered, mileage traveled, communications with the water system, and communication with Department staff. This information will be maintained at Contractor's office and made available to the Department, upon request.

The Contractor will develop and submit for approval, a list of staff and their qualifications and equipment necessary for assessment of water systems technical problems. The contractor must demonstrate that they have adequate staff and equipment to execute the contract.

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

4. Training

The Contractor will provide formal training that is eligible to be applied toward an operator's certification credits. Training may include, but is not limited to: workshops to be held in different locations throughout the State, training to be conducted at public water systems, and/or other appropriate operator training approaches. Proposed workshops should be strategically located around the State to provide access to as many water systems as possible. Training events will be advertised by mail to all public water systems at least 30 days in advance.

The Contractor will develop and provide training curricula material to the Department for approval, prior to the start of formal training sessions. Any related training materials will also be submitted, reviewed and approved by the Department prior to the training session.

The Contractor is responsible for furnishing all instructional and training materials, supplies, and audio-visual equipment necessary for each training session.

Contractor will provide qualified instructors for all training sessions and be responsible for all expenses associated with providing this service. A list of qualified instructors will be provided to the Department

prior to all training sessions.

The Department will provide the Contractor with a complete list of small water systems in New Mexico with populations up to 10,000 people. The Contractor will notify the Department and each water system in the surrounding area of scheduled training sessions. The Contractor will provide its annual calendar of scheduled training opportunities to the Department for approval. The annual schedule of training events will be posted on the Contractor's website and the Department's website. .

The Contractor will record the name, address, phone number, social security number, e-mail address, and water system associated with, for each participant attending the training sessions. This information will be included in the monthly reporting submitted to the Department along with the monthly billing. In addition, the reporting for each training session will include documentation of training course level and contact hours completed for each attendee.

The Department will provide the Contractor with an example of the evaluation form to be filled out by the training participants at the completion of each training session. Participants must be asked to evaluate the course contents, the instructor, and the training facilities. Completed forms shall be forwarded to the Department with monthly billing, after each training session.

Training provided by the Contractor will qualify for training credits towards operator certification requirements provided that the training activity is approved by the Department. The number of credit hours will be determined by the department for each course.

C. SCOPE OF PROCUREMENT

The contract shall begin on approximately March 19, 2007 or as soon as possible thereafter and will not exceed four calendar years. The scope of the procurement includes professional services for technical assistance and training services required to accomplish the tasks and complete the scope of work found in Section I.B.

D. PROCUREMENT MANAGER

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

Judith L Kahl
New Mexico Environment Department
Drinking Water Bureau
525 Camino De Los Marquez, Suite 1
Santa Fe, New Mexico 87505

Telephone (505) 476-8641
FAX (505) 476-8656
E-mail: judi.kahl@state.nm.us

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Inquiries and requests made to other state employees will not be answered. All responses to

inquiries or requests regarding this procurement will be made in writing. All responses to inquiries will be available for review on the World Wide Web through the Department's Home Page (www.nmenv.state.nm.us) or in hard copy at the Department's Santa Fe Office at the address noted above.

E. DEFINITION OF TERMINOLOGY

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

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

“Contractor(s)” means a successful Contractor(s) who enters into a binding contract.

"Department" means the New Mexico Environment Department.

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

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

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

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

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

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

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

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

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

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

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

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

"Operator" is any person certified as a water operator in the State of New Mexico.

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

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

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

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

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

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

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

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

Abbreviations include the following:

- (ASD) New Mexico Environment Department – Administrative Services Division
- (ASD-FSB) Administrative Services Division - Financial Services Bureau
- (ASD-PB) Administrative Services Division – Purchasing Bureau
- (DFA) New Mexico Department of Finance and Administration
- (EPA) Environmental Protection Agency
- (EHD) Environmental Health Division
- (GSD) New Mexico General Services Department
- (NMED) New Mexico Environment Department
- (NMED-DWB) New Mexico Environment Department – Drinking Water Bureau
- (RFP) Request for Proposal
- (SDWA) Safe Drinking Water Act

F. BACKGROUND INFORMATION

1. THE DEPARTMENT'S MISSION

The Department's mission is to preserve, protect, and perpetuate New Mexico's environment for present and future generations.

2. THE DEPARTMENT'S GOALS AND OBJECTIVES

We, as custodians of our environment will:

- a. Continue to meet our statutory responsibilities to protect the health of our citizens and environmental quality of the State of New Mexico;
- b. Focus our attention on the highest risk environmental problems;
- c. Deliver the best possible service at the lowest possible cost to our customers and will effectively manage our financial and human resources;
- d. Implement innovative programs and operating procedures which help Department functions to be more efficient and cost effective, including reorganization, outsourcing, and privatizing where appropriate;
- e. Increase public understanding and awareness of environmental issues, promote health and workplace safety, and attain voluntary compliance wherever possible in preference to legal enforcement actions;
- f. Work with our congressional delegation, the U.S. Environmental Protection Agency, the State Legislature and the regulated community to amend statutes when necessary to benefit New Mexico;
- g. Eliminate rules and regulations that have proven non-beneficial;
- h. Emphasize pollution prevention, conservation and recycling programs that are founded on common sense and economic benefit; and
- i. Encourage the use of cost-effective and innovative environmental technologies while working to promote New Mexico's environmental equipment and service sector.

The New Mexico Environment Department was established under the provisions set forth in the Department of the Environment Act by the 40th. Legislature, enacted July 1, 1991 (Laws of 1991, Chapter 25) NMSA 1978, Sections 9-74-1 thru 14. The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

G. PROCUREMENT LIBRARY

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

The library contains information listed below:

- Procurement Regulations, 1.4.1 NMAC. A copy may be obtained from the following website address: (www.state.nm.us/spd).
- Code of Federal Regulation 40CFR§ 141. A copy may be obtained from the following website address: (www.access.gpo.gov/nara/cfr).
- New Mexico Drinking Water Regulations.
- Part 4 of the Water Quality Control Commission Regulations.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. **SEQUENCE OF EVENTS**

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

ACTION Date	RESPONSIBILITY	CALENDAR Due
Issue RFP, Advertise in papers	NMED	December 14, 2006
Pre-Proposal Conference	NMED	January 4, 2007
Return Acknowledgement or Receipt Form (No later than 4:00 P.M. M.S.T)	Potential Contractors	January 8, 2007
Deadline to Submit Additional Questions	Potential Contractors	January 8, 2007
Response to Written Questions	NMED	January 11, 2007
Submission of Proposal) (No later than 3:00 P.M. M.S.T.	Contractor	January 16, 2007

ACTION Date	RESPONSIBILITY	CALENDAR Due
Proposal Evaluation	Evaluation Committee	January 18, 2007 (tentative)
Selection of Finalists	Evaluation Committee	January 18, 2007 (tentative)
Best and Final Offer from Finalists	Contractor	January 25, 2007(tentative)
Finalize Contracts and forward to DFA	NMED & Contractor	February 8, 2007 (tentative)
Contract Award	NMED	March 1, 2007 (tentative)
Protest Deadline	Contractors	March 16, 2007 (tentative)

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Department on December 14, 2006. Additional copies of the RFP can be obtained from the Procurement Manager.

A pre-proposal conference will be held on January 4, 2007 at 2:00 p.m. Mountain Standard Time at the Marquez Building, 5500 Camino De Los Marquez, EHD Conference Room, Santa Fe, New Mexico. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3. Return Acknowledgement of Receipt Form

Potential Contractors must hand deliver or return by facsimile (to the attention of the Procurement Manager at (505)476-8656) or by registered or certified mail the "Acknowledgment of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated and returned by 4:00 pm Mountain Standard Time on January 8, 2007. The procurement list will be used for the distribution of any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Contractor's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Questions

The deadline to submit additional questions is January 8, 2007. Questions received after this date will not

be addressed.

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be available on the World Wide Web through the Department's Home Page (www.nmenv.state.nm.us) and by hard copy at the Department's Santa Fe Office on January 11, 2007.

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

6. Submission of Proposal

ALL CONTRACTOR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON January 16, 2007. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Technical Assistance and Training" Request for Proposals. Proposals submitted by facsimile will not be accepted. Contractors shall be required to submit five (5) copies and one (1) original of their proposal. The proposal must also be submitted on a CD in PDF format.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the highest rated Offeror on or by January 18, 2007. (Tentative)

9. Best and Final Offers from Finalists

The highest rated Offerors will be given the opportunity to clarify or amend their best and final offer no later than January 25, 2007. (Tentative)

10. Finalize Contract

The professional services contract will be finalized with the most advantageous Offeror on or by February 8, 2007. (Tentative). In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or to cancel the procurement as the Department may deem in the best interests of the state.

11. Contract Award

After receipt and review of the Evaluation Committee report, the recommendation of the Department management and the signed contract, the Department will award the contract on March 1, 2007. (Tentative). This date is subject to change at the discretion of the Department. The contract award may be subject to the completion of contract negotiations and appropriate state approvals.

The contract may be awarded to the Offeror or Offerors whose proposal are most advantageous to the State, taking into consideration the evaluation factors set forth in the RFP. The proposal selected may or may not have received the most points.

12. Protest Deadline

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

Mr. Russell Herrera, Protest Manager
New Mexico Environment Department
Financial Services Bureau
P.O. Box 26110
Santa Fe, New Mexico 87502-6110
Telephone (505) 827-2615
FAX (505) 827-2413
e-mail: russell.herrera@state.nm.us

PROTESTS RECEIVED AFTER THE PROTEST DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Subcontracting of services is permissible with prior written approval of the Department. Use of 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 Department will not merge, collate, or assemble proposal materials.

6. Offerors Right 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 ninety (90) days after the due date for receipt of proposals or sixty (60) 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 by the Department Procurement Manager. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material, which the Offeror has clearly identified as proprietary or confidential. The

Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 to 57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, hire etc., of any equipment, software, services or professional services offered until a valid written contract is approved by the State Purchasing Agent and other appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Department in writing through the Procurement Manager or in this RFP

should be used as the basis for the preparation of Contractor proposals.

15. Contract Terms and Conditions

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

Should a Contractor object to the Department's terms and conditions, the Contractor must propose specific alternative language that would be acceptable to the Department. General references to the Contractor's terms and conditions or attempts at complete substitutions are not acceptable to the Department and will result in disqualification of the Contractor's proposal. Contractors must provide a brief discussion of the purpose and effect of each proposed change followed by the specific proposed alternate wording. Acceptance of proposed changes to the Department's terms and conditions is solely within the Department's discretion.

All contracts for professional services are subject to the review and approval of DFA pursuant to NMSA 1978, Section 13-1-118 and DFA Rule 2.4.2 NMAC.

Pursuant to NMSA 1978, Section 13-1-118 and DFA Rule 2.4.2NMAC, all professional services contracts which may involve the aggregate expenditure of more than \$200,000 shall be reviewed and approved by the Attorney General and the Department of Finance and Administration prior to execution by the Department.

16. Contractor's Terms and Conditions

Offerors must submit with the proposal a complete set of any terms and conditions, which they expect to have included in a contract negotiated with the Department. Acceptance of Contractor's proposed terms and conditions is solely within the Department's discretion.

17. Contract Deviations

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

18. Contractor Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals

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

20. Change in Contractor Representatives

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

21. Notice

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

22. Department Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Contractors must secure from the Department 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 Contractor's proposal or termination of the contract.

24. Ownership of Proposals

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

25. General Liability

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

26. 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.

III. **RESPONSE FORMAT AND ORGANIZATION**

A. **NUMBER OF RESPONSES**

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

B. **NUMBER OF COPIES**

Offerors shall deliver one (1) original and five (5) identical copies of their proposal, along with a copy of the proposal in PDF format, to the person and location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. **NUMBER OF PAGES IN THE PROPOSAL**

The proposal shall be limited to thirty (30) letter sized (8 ½ x 11) pages in length, including figures. Documentation regarding required attachments, references, project staff and corporate experience, and all cost forms are exempt from this page limitation requirement. Double sided pages will count as two pages.

D. **PROPOSAL FORMAT**

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

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

E. **PROPOSAL ORGANIZATION**

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

INDEX TAB	CONTENTS
A)	Letter of Transmittal
B)	Table of Contents
C)	Mandatory Proposal Summary for Scope of Work
D)	Other Mandatory Specifications
E)	Mandatory Cost Information
F)	Contractor's Terms and Conditions
G)	Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

F. LETTER OF TRANSMITTAL

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

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

G. TABLE OF CONTENTS

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

H. MANDATORY PROPOSAL SUMMARY FOR SCOPE OF WORK

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

I. OTHER MANDATORY SPECIFICATIONS

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

J. MANDATORY COST INFORMATION

Cost calculations should be submitted in a separate envelope in this section.

K. CONTRACTOR’S TERMS AND CONDITIONS

Please review Section “II.C.15 to II.C.17”. If your firm wishes to list any terms and conditions, please do so in this section of your proposal.

L. OTHER SUPPORTING MATERIAL

Offerors may attach other materials that they feel may improve the quality of their responses.

IV. SPECIFICATIONS

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

A. MANDATORY QUALIFICATIONS AND EXPERIENCE

1. Regulatory Compliance (0 points)

Offerors must agree that all training and technical assistance offered to public water systems will be in accordance with the requirements of the Safe Drinking Water Act (NMSA 1978, 74-1-8) and the New Mexico Drinking Water Regulations (20.7.10 NMAC). A statement to this effect is required.

2. Licensing (50 points)

Offerors must possess all required licenses at the time of proposal submission. Required licenses include a valid New Mexico Drivers License for all contractor employees that will be working on this contract. All individuals providing training including “On-The-Job” Training must be a licensed public water supply operator in the State of New Mexico certified at a level to perform the work that is the subject of the training. Evidence of this fact is required.

3. Project Reporting and Meetings (75 points)

Offerors must agree to prepare a monthly billing report for submittal to the Department and attend at least monthly meetings with the Department. Written status reports for technical assistance and training will include, as a minimum, identity of individual providing technical assistance or training, identity of public water systems receiving technical assistance or training, identity of public water system staff receiving technical assistance or training, a brief description of technical assistance or training provided, evaluation forms, and the date the training or technical assistance was provided. Written status reports for off-site formal training will include, as a minimum, a summary of the training services provided, the identity of the individuals providing the training, the identity of all water system staff and the water system they are associated with attending the training session, evaluation forms, and the date of the training session. A written statement to this effect is required. A proposed status report for technical assistance should be submitted. Offerors must also agree to submit a quarterly summary of services in electronic spreadsheet format as well as ad hoc reports as needed by the NMED-DWB. A statement to this effect should be included.

4. RFP Proposal Summary for Scope of Work

a. Technical Assistance (75)

Contractor will provide both one-on-one training and technical assistance to public water systems at no charge to the public water system in the form of consultation, operation and maintenance review, technical evaluation/assessment, and recommended corrective action necessary to help prevent or eliminate violations of the SDWA and the New Mexico Drinking Water Regulations.

The Contractor will keep daily reports which document services rendered, mileage traveled, communications with the water system, and communication with Department staff. This information will be maintained at Contractor's office and made available to the Department, upon request.

The Contractor shall in all instances provide services that substantially correspond to the Technical Assistance Menu of Services (Appendix D) prepared by the Department or obtain the Departments approval for other services from the Department's Contract Manager.

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

b. Formal Training (75)

Contractor will provide formal training to public water system operators and/or other responsible parties that can be applied towards operator certification in accordance with Part 4 of the Water Quality Control Commission Regulations. Contractors will also be required to submit, at a minimum, an annual formal training schedule indicating the locations and dates for which training sessions will be scheduled for the upcoming year. Offerors should submit a proposed formal training schedule for the first 12 months of the contract to include topics and locations.

c. Contractor Experience (350)

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

d. State Wide Coverage (75)

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

e. References (50)

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

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

- Name of customer's organization
- Mailing Address
- Contact Name
- Telephone number of contact (including area code and extension)
- Product(s) and/or Service(s) used

B. DESIRABLE SPECIFICATIONS

Response to Department's Request for Public Water System Services

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

Response to Department Request for Emergency Situations

At various times, the Department may need the Contractors to provide assistance to eligible public water systems in emergency situations when all Department staff is unavailable. It is preferable for the Contractors to respond to requests for onsite technical assistance and training from the Department as soon as possible. In recognition of possible existing priority situations already scheduled by the Contractors, the Contractor must submit a written plan stating the intended methodology that will be used for emergency prioritization.

Contractor Availability

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

C. BUSINESS SPECIFICATIONS

1. In-House Resources

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

2. Department Support

The Department will assign a staff member to work as a contact person and facilitator for the Contractor. This staff member will assist the Contractor in obtaining public water system related information such as sanitary surveys or evaluation forms, and otherwise facilitate the Contractors work. This support does not relieve the Contractor of the primary responsibility for completion of the Scope of Work.

D. MANDATORY COSTS

1. Technical Assistance Cost (150)

Contractors must propose a firm, hourly fixed rate for providing on-site technical assistance and one-on-one training to small public water systems, as specified in the Scope of Work in I.B.3. The proposed hourly rate must be a fully-loaded hourly rate for personnel services to include:

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

2. Formal Training Cost (100)

Contractors must propose a firm, hourly fixed rate for providing formal training to small public water systems, as specified in the Scope of Work in I.B.4. The proposed hourly rate must be a fully-loaded hourly rate for personnel services to include:

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

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

V. EVALUATION

Note: Please review thoroughly the evaluation point summary (Section V.A and V.B of this RFP). In order for your proposal to be properly evaluated, documentation for all of the categories in Section V.A and V.B must be submitted.

A. EVALUATION POINT SUMMARY

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

FACTORS	POINTS
RFP PROPOSAL SUMMARY FOR SCOPE OF WORK	
Licensing	50
Project Reporting	75
Technical Assistance	75
Training	75
Contractor Experience	350
State-Wide Coverage	75
References	50
Technical Assistance Cost	150
Training Assistance Cost	100
TOTAL	1000

B. EVALUATION FACTORS

The evaluation of proposals will judge each Offeror’s experience, methodology, and services. In addition, the Offeror’s and the project staff member’s previous relevant experience and applicable training will also be judged.

The evaluation of each Offeror’s cost proposal will be based on the total proposed cost for the items detailed in Section “IV.D” of this RFP.

C. EVALUATION PROCESS

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

All Contractor proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II (C)(18) above.

Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Contractors with the highest scores will be selected as finalist Contractors based upon the proposals submitted.

The responsive Contractor or Contractors whose proposals are most advantageous to the Department, taking into consideration the evaluation factors in Section V will be recommended for contract award to the State Purchasing Agent. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgment of Receipt Form

REQUEST FOR PROPOSALS

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with Appendix D, consisting of a total of 40 pages.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 4:00 pm Mountain Standard Time on January 8, 2007. Only potential Contractors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Contractor written questions and the Department's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Judith L. Kahl
New Mexico Environment Department
Drinking Water Bureau
525 Camino de los Marquez, Suite 1
Santa Fe, New Mexico 87505

Phone: (505) 476-8641 Fax: (505) 476-8656

APPENDIX B

Example contract – final contract to be negotiated with the successful offeror.

STATE OF NEW MEXICO

NAME OF AGENCY

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor shall perform the following work:
- B. Services will be performed (AT)(WITHIN)(LOCATION)
- C. Performance Measures.
Contractor shall substantially perform the following Performance Measures:
 - 1.
 - 2.

(or reference an Attachment 1, see below)

2. Compensation.

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

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

CHOICE – MULTI-YEAR – The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE

FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

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

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

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

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. 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.

22. 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.

23. 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].

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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. (I've encountered some situations where there was a question whether the person signing had authority; having the contractor assure the agency the person signing has authority creates an argument the agency has no obligation to check.

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
DFA Contracts Review Bureau

B. Attachment 1

B. Scope of Work

Performance Measures

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

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

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below

As a performance measure the Drinking Water Bureau is tasked with ensuring regulated facilities are in compliance with regulatory requirements. This is tracked by calculating the percentage of systems that are in compliance with the acute maximum contaminant levels (MCL). The technical assistance provided under the proposed contract will assist the Bureau with achieving and maintaining the target of having 95% of the regulated facilities in compliance with the acute MCLs.

In addition, the Drinking Water Bureau must ensure and improve response time to prevent critical health impacts that can effect a large population. While this contract is focused on small systems serving 10,000 people or less, there is still a potential for a large number of people to become sick if there is a MCL violation of an acute contaminant. This contract will provide corrective action and training necessary to help prevent or eliminate these violations. The target is to ensure that 92% of public drinking water systems are inspected within one week of notification of system problems that might impact public health. The contractor can assist the Bureau in ensuring that this goal is met.

Appendix C

TECHNICAL ASSISTANCE: RFP RFP PROPOSAL EVALUATION SCORE SHEET					
PREPARED BY: DATE: NAME OF RFP APPLICANT:					
Evaluation Category	APPLICANT RESPONSIVE TO REQUIREMENTS - POINTS NOT AWARDED (CHECK ONE)			MAXIMUM POINTS ALLOWED	POINTS AWARDED TO APPLICANT
	YES	NO	II.C.19 IRREGULARITY		
<u>SUBMISSION OF PROPOSAL (0)</u> If any requirements in this section are not met, the proposal is considered non-responsive and therefore disqualified from further consideration. The section of the RFP listing the requirement is shown in parenthesis	Was the proposal submitted on time? (II.A.5)				
	SUBMISSION CONTAINS - ORIGINAL PROPOSAL + 5 COPIES + PDF (II.A.5)				
	APPLICANT ADHERES TO NMED COMMUNICATION REQUIREMENTS – THRU PROCUREMENT MANAGER AND/OR PROTEST MANAGER ONLY (I.D)				
	PROPOSAL LENGTH (30 PAGES MAXIMUM) - EXEMPTING ATTACHMENTS. (III.C)				
	FORMAT – PROPOSAL FOLLOWS REQUIRED RFP ORGANIZATION. (III.D)				
	LETTER OF TRANSMITTAL IS COMPLETE. (III.D)				
	TABLE OF CONTENTS FOLLOWS REQUIRED RFP ORGANIZATION. (III.D)				
	REGULATORY COMPLIANCE STATEMENT INCLUDED. (IV.A.1)				
	No point total – Any proposal with a no response is considered non responsive.				

<u>LICENSING (75)</u> The section of the RFP listing the requirement is shown in parenthesis	VALID NM DRIVERS LICENSE – ALL APPLICANT STAFF WORKING ON THIS PROJECT. (IV.A.2)				25	
	VALID REGISTRATION AS A NEW MEXICO WATER SUPPLY OPERATOR FOR ANYONE PROVIDING TRAINING (IV.A.2)				25	
	TOTAL				50	
<u>PROJECT REPORTING (50)</u> The section of the RFP listing the requirement is shown in parenthesis	ASSURANCE & QUALITY OF MONTHLY AND QUARTERLY REPORTS.(IV.A.3)				25	
	ASSURANCE OF OFFEROR ATTENDANCE AT MEETINGS WITH DEPARTMENT AND MONTHLY BILLING. (IV.A.3)				25	
	EXAMPLE OF ASSISTANCE REPORT. (IV.A.3)				25	
	TOTAL				75	
<u>TECHNICAL ASSISTANCE (150)</u> The section of the RFP listing the requirement is shown in parenthesis	AGREEMENT TO ABIDE BY MENU OF SERVICES (IV.A.4.a)				25	
	AGREEMENT TO KEEP DAILY REPORTS AND DOCUMENTATION (IV.A.4.a)				25	
	AGREEMENT TO REQUEST APPROVAL OF OTHER SERVICES OR ADDITIONAL HOURS (IV.A.4.a)				25	
	TOTAL				75	
<u>TRAINING (150)</u> The section of the RFP listing the requirement is shown in parenthesis	QUALITY OF DRAFT TRAINING SCHEDULE (IV.A.4.b) Training Topic(s) -Locations -Dates& Contact hours				25	
	QUALIFICATIONS OF PROPOSED TRAINERS (IV.A.4.b)				50	
	TOTAL				75	

<p><u>CONTRACTOR EXPERIENCE (200)</u></p> <p>The section of the RFP listing the requirement is shown in parenthesis</p>	QUALITY OF PROPOSED PERSONNEL RESUMES <i>(IV.A.4.c)</i>				50	
	LIST OF DRINKING WATER SYSTEMS GIVEN TECHNICAL ASSISTANCE BY OFFEROR. <i>(IV.A.4.c)</i>				100	
	SUMMARY OF EXPERIENCE RELATING TO ITEMS IN THE TECHNICAL ASSISTANCE MENU OF SERVICES <i>(IV.A.4.c)</i>				100	
	PWS CASE HISTORY #1 – DESCRIPTION OF ASSISTANCE AND RESULTS <i>(IV.A.4.c)</i>				50	
	PWS CASE HISTORY #2 – DESCRIPTION OF ASSISTANCE AND RESULTS. <i>(IV.A.4.c)</i>				50	
	TOTAL				350	
<p><u>STATE WIDE COVERAGE (100)</u></p> <p>The section of the RFP listing the requirement is shown in parenthesis</p>	ASSURANCE OF APPROPRIATE GEOGRAPHICAL DISTRIBUTION OF TRAINING OPPORTUNITIES. <i>(IV.A.4.d)</i>				25	
	ASSURANCE OF TECHNICAL ASSISTANCE TO ALL ELIGIBLE WATER SYSTEMS IN ALL LOCATIONS WITHIN THE STATE. <i>(IV.A.4.d)</i>				25	
	ASSURANCE OF TRAINING TO ALL ELIGIBLE PWS. <i>(IV.A.4.d)</i>				25	
	TOTAL				75	
<p><u>REFERENCES (50)</u></p> <p>The section of the RFP listing the requirement is shown in parenthesis</p>	MINIMUM OF FIVE (5) REFERENCES (10 POINTS EACH). <i>(IV.A.4.e)</i>				50	
	TOTAL				50	
<p><u>MANDATORY COSTS (250)</u></p> <p>The section of the RFP listing the requirement is shown in parenthesis</p>	TECHNICAL ASSISTANCE. <i>(IV.D.1)</i>				150	
	TRAINING ASSISTANCE <i>(IV.D.2)</i>				100	
	TOTAL				250	

		1000	
GRAND TOTAL FOR RFP APPLICANT			

Appendix D – Menu of Services

Category 1 - Compliance and Enforcement services
Notice of Violation (requires corrective action plan submittal to DWB)
Administrative Order (requires corrective action plan submittal to DWB)
Escalated Enforcement (requires corrective action plan submittal to DWB)
Category 2 – Total Coliform Rule
Coliform Present: emergency or non emergency - assistance with source identification only and provide correction action recommendations
Coliform Present: emergency or non emergency - assistance with source identification and distribution system and/or storage tank shock chlorination, and 1 BACT follow-up samples. Provide corrective action plan summary.
Total Coliform Rule: non-emergency - assist with sample siting plan; provide training on sample monitoring collection. A copy of the draft sampling plan must be submitted with the technical assistance report.
Total Coliform Rule: emergency and non emergency – assist with chlorinator installation and training to operate, shock chlorination of distribution system or storage tank included in total hours approved. Also included in the approved number of hours is one follow-up visit with one pre-approved BACT sample paid for by the Water Conservation Fund. A copy of any correction plan developed to be submitted with the technical assistance report.
Category 3 – Sanitary Survey Follow-up
Regulatory and Sanitary Deficiencies identified by a sanitary survey – assist with the corrective action plan to address identified deficiencies. Includes any necessary training to address identified deficiencies. A copy of the corrective action plan must be submitted with the technical assistance report.
Regulatory and Sanitary Deficiencies identified by a sanitary survey – training only
Category 4 – Additional Services
Development of a preventative maintenance plan. A copy of the plan must be submitted with the technical assistance report.
System assessment – when no sanitary survey is available
Chlorinator training without installation
Operation and Maintenance assistance - a maximum of 3 visits annually without further approval
Assist with sampling tap installation

Backflow testing and valve inspection
Storage tank inspection
Assist with the development of a cross connection control program
Assist with the development of a emergency response plan
Water Audit