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**NEW MEXICO
ENVIRONMENT DEPARTMENT**

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Amendment # 2

April 20, 2011

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
GROUND WATER QUALITY BUREAU**

REQUEST FOR PROPOSALS

**PROFESSIONAL ENVIRONMENTAL SERVICES
For Long Term Remedial Action (Operations and Maintenance)
At North Railroad Avenue Plume Superfund Site
RFP No. 11-667-00-00002**

Dear Potential Offerors,

This is to notify all potential Offerors that the New Mexico Environment Department (NMED) is issuing the following amendment with regards to RFP No. 11-667-00-00002. NMED is modifying three sections of the RFP. These include adding a requirement for liability insurance and amending the schedule outlined in Section III.A - Sequence of Events by reversing the sequence for Oral Presentations and Best and Final Offers. NMED is making this change so that Finalist may incorporate information obtained through discussions resulting from the oral presentation into their Best and Final Offer. Finally, NMED is correcting the lettering for the tabs outlined in Section IV.D – Proposal Organization of the RFP.

This amendment is issued to reflect the following immediately:

The following sections of the RFP shall hereby be amended as indicated (note ~~this typeface~~ indicates deleted text, and ***bolded italicized typeface*** indicates substituted or added text).

AMEND:

The following language shall be added requiring the successful Offeror to carry liability insurance in the amount outlined below. Please insert language as of Section III.C– General Requirements, paragraph #28. This language will also be included in the resulting Contract with the Selected Finalist.

28. *Liability Insurance*

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

AMEND:

Section III.A – SEQUENCE OF EVENTS

9.	Best and Final Offers	Offeror	05/23/11
	from Finalists (if needed)		
9.	Oral Presentation by Finalists	Offeror	05/25/11
	(if needed)		
10.	Oral Presentation by Finalists	Offeror	05/26/11
10.	Best and Final Offers	Offeror	05/31/11
	From Finalist (if needed)		

Similarly, the explanation of events is modified as follows:

Page 20, paragraph # 9. ~~Best and Final Offers From Finalists~~ **Oral Presentation by Finalists (if needed)**

Finalist Offerors may be required to present their proposals to the Evaluation Committee on May ~~26~~ **25**, 2011. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held in Albuquerque or Santa Fe, New Mexico at a location to be determined. Each presentation will be limited to one (1) hour in duration including questions and answers.

Page 20, paragraph #10. ~~Oral Presentation by Finalists~~ **Best and Final Offers From Finalist (if needed)**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by May ~~23~~ **31**, 2011. ~~Best and final offers may be clarified and amended at the finalist offeror's oral presentation.~~

Page 20, paragraph #11. Notification of Selected Finalist

The Evaluation Committee will select and the Procurement Manager will notify the selected finalist on ~~May 27~~ **June 1**, 2011.

AMEND:

Section IV.D – PROPOSAL ORGANIZATION, Page 27

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Summary of Company Experience
- d) Professional Qualifications
- e) Qualifications as Demonstrated by Similar Experience and Past Performance
- f) Technical Approach for Scope of Work
- g) Health and Safety Plan (HASP) and Quality Assurance Plan (QAP)
- e h) Conflict of Interest**
- f i) New Mexico Residency**
- g j) Signed Campaign Contribution Form**
- h k) Completed Forms and Other Supporting Material**

Please add this Amendment #2 to the original proposal documents and refer to RFP documents, hereto as such. This and all subsequent amendments will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

If there are any questions or inquiries in relation to this Amendment No. 2, interested Offerors may contact Randy Herrera, Procurement Manager at (505) 827-2615 or by email at randy.herrera@state.nm.us