

**ISSUED BY**

**The New Mexico Environment Department**



**REQUEST FOR PROPOSALS**

**PROFESSIONAL ENVIRONMENTAL SERVICES**

**For Long Term Remedial Action (Operations and Maintenance)  
At North Railroad Avenue Plume Superfund Site  
Española New Mexico**

**RFP No. 11-667-00-00002**

**Administrative Services Division  
State Of New Mexico  
New Mexico Environment Department  
1190 St. Francis Dr.  
P. O. Box 5469  
Santa Fe, New Mexico 87505  
Ron Curry, Secretary**

**ISSUE DATE: March 24, 2011**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (*the Department*) Superfund Oversight Section, requests proposals from a qualified full service environmental engineering and consulting firm to provide remediation services as part of the CERCLA Long Term Remedial Action (LTRA) activities at the North Railroad Avenue Plume (NRAP) Superfund Site in Espanola, New Mexico. The remediation services will include

1. Operations and maintenance of the three existing enhanced reductive dechlorination treatment systems designed to address the chlorinated solvent contamination at the site
2. Collection of ground water, soil and air samples relating to operations of the remediation systems
3. Evaluation of the overall treatment progress in obtaining the remedial action objectives, and
4. Submittal of quarterly and annual operations reports

The Department reserves the option to renew the initial contract for two additional fiscal years pursuant to Section 13-1-150 NMSA 1978 and NMAC 2.2.2 Audit Rule 2009. Exercising the option to extend must be by mutual agreement of the parties to the contract and with the approval of the State Auditor. In the event that either of the parties to the contract elects not to extend, or the State Auditor disapproves the recommendation for renewal, the Department shall solicit competitive sealed proposals and contract for professional services in accordance with the Procurement Code (13-1-1 to 13-1-199 NMSA 1978); Department of Finance and Administration (DFA) Rule 2.40.2 NMAC, *Governing the Approval of Contracts for the Purchase of Professional Services* and NMAC 2.2.2. Audit Rule

## II. SCOPE OF WORK

### A. SUMMARY SITE HISTORY AND ASSESSMENT

The North Railroad Avenue Plume Superfund Site (the Site) consist of ground water remediation of chlorinated solvent, tetrachloroethene (PCE) and its associated degradation byproducts, trichloroethene (TCE), dichloroethene (DCE) isomers and vinyl chloride (VC) originating from a former dry cleaner facility located at 113 North Railroad Avenue, Espanola, New Mexico. The site consists of a 58 acre shallow ground water plume which occurs between 6 and 30 feet below ground surface and extends approximately 3400 feet downgradient of the source. The shallow aquifer consists of a coarse grained sand/gravel/cobble from approximately 6 to 20 feet below ground surface underlain by a 5 to 7 foot thick interbedded fine grained sand to clayey sand. The hydraulic conductivity of the shallow zone is estimated at 150 ft/day and ground water flow velocity of approximately 300 ft/year. Based on drilling information obtained

during the installation of the remediation system it appears that the majority of the contamination in the source area occurs within this deeper fine grained unit. In addition to the shallow ground water plume, a 10 to 20 acre deep zone ground water plume exists between 65 and 260 feet. See Figure 1. The lithology of the deep zone consists of thick sequences of silts and clays with the contamination primarily occurring within 10 to 20 foot thick fine-grained sand and silty sand units. The hydraulic conductivity of the deep zones ranges from 0.9 to 7.9 ft/day. Historical PCE contaminant concentrations of up to 81,000 ug/L and 1200 ug/L have been recorded in the source area and deep zone respectively. Based on the elevated dissolved concentrations within the source area, a DNAPL source was suspected to exist.

The NMED constructed a ground water remediation system in 2005 with full-scale operations beginning in April 2008. The treatment technology employed uses enhanced reductive dechlorination through in-situ bioremediation. There are two shallow aquifer treatment systems consisting of ground water recirculation systems located within the source/hotspot (SA/HS) area and a downgradient biocurtain (BC) (Figures 2 and 3). The SA/HS system consists of 46 injection/extraction wells arranged in a grid pattern. The BC system consists of 19 alternating injection/extraction arranged in a line intersecting the general ground water flow direction. The systems are used to periodically amend the ground water through the injection of emulsified vegetable oil (EVO) which is distributed and circulated through the wells. The deep zone is treated using of a mobile unit to inject the EVO amendment at up to 12 individual injection well locations. The mobile system consist of rental of a 2000 gallon water truck and a dosatron® metering pump and manifold system to meter the required amendment dose to the individual wells.

Since remediation began in 2008, reductive dechlorination has decreased the contaminant concentrations to near the Site remediation goals (MCLs) within a majority of the shallow SA/HS treatment area. Hence the SA/HS treatment system has been shut off and reduced to monitoring only. The biocurtain and deep zone systems remain active.

Documents relating to the site investigation, EPA's Record of Decision, Remedial Action Completion Report (construction as-built report), Field Test Plan Results Report; and quarterly and annual LTRA operation reports are available at the Site procurement library.

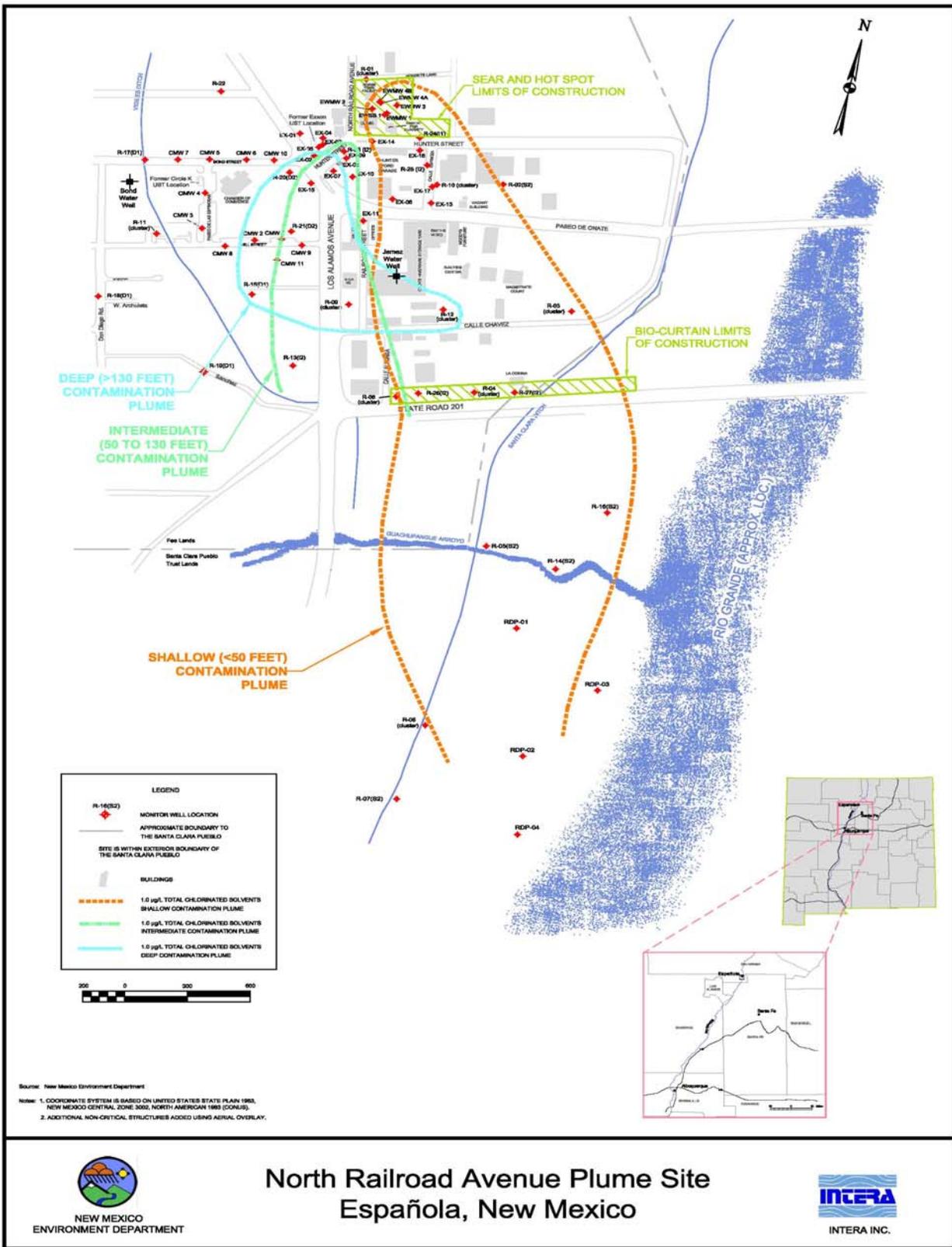
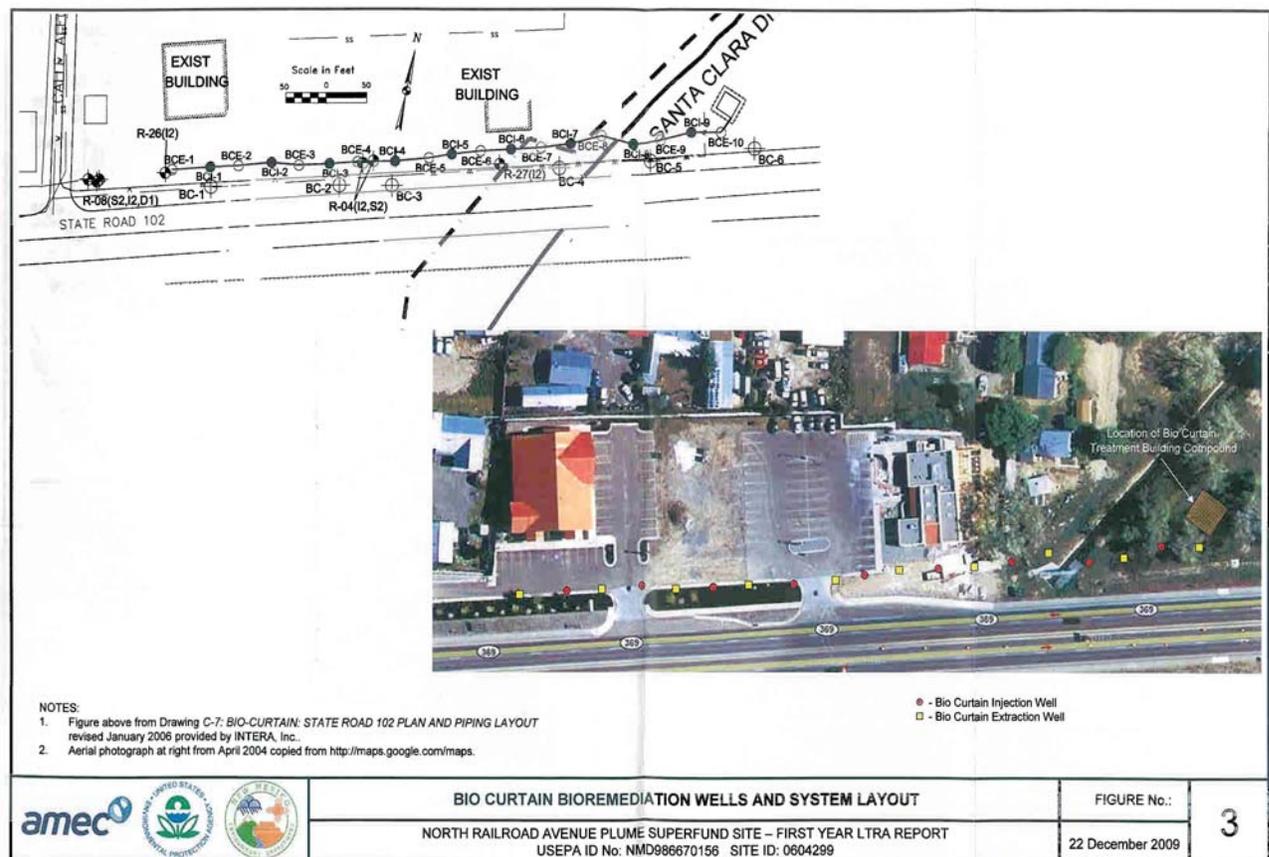
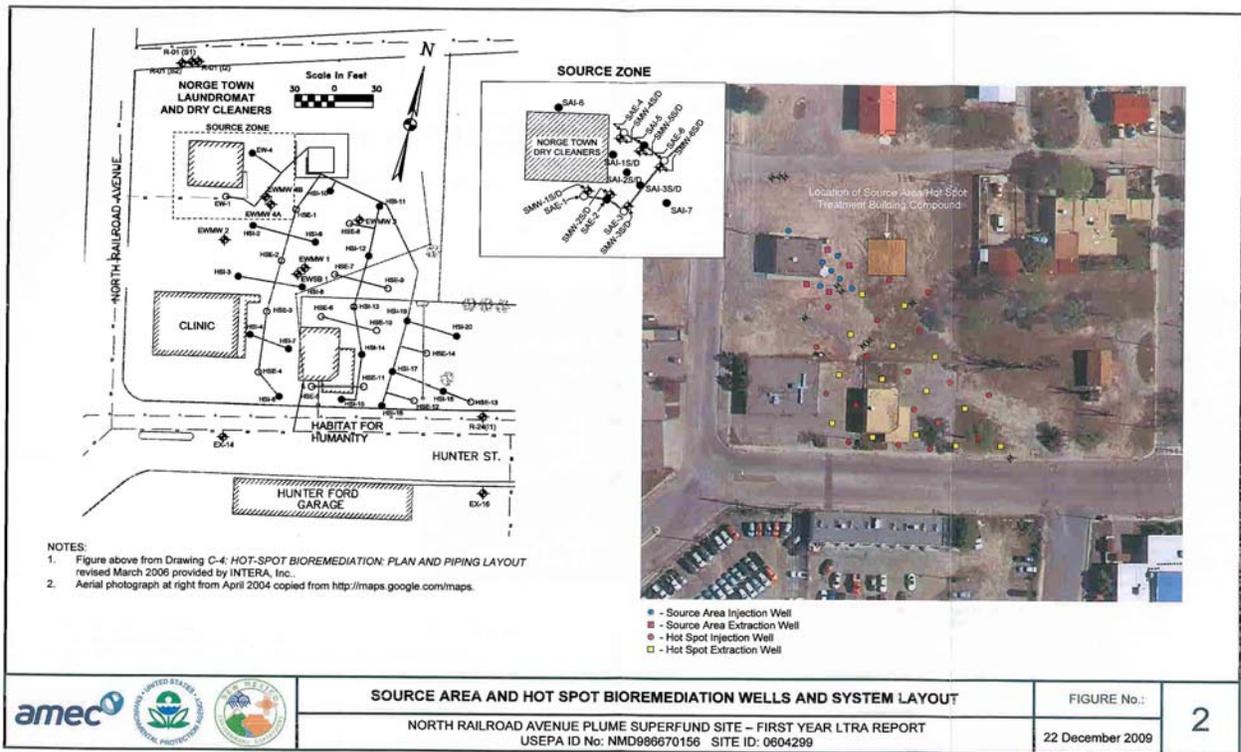


Figure 1



## B. SCOPE OF WORK

In order to manage the water resources of the State of New Mexico, to protect human health and the environment and meet the remedial goals of the Federal Environmental Protection Agency and the NMED as established in the Site's Record of Decision (ROD), NMED requests that qualified firms submit a proposal that provides remediation services as part of the LTRA activities at the Site. The remediation goals as set out in the ROD include prevention of human exposure through ingestion, inhalation or contact with contaminated ground water, restore ground water to below the Maximum Contaminant Levels (MCLs) established by Federal Safe Drinking Water standards and prevent continued migration of the contaminant plume.

Additional site investigation and other remediation activities may be required at some point during the term of the contract. Details for those potential activities are not currently known and therefore cannot be outlined in this scope of work. Approval of additional scopes of work shall be contingent upon the work being reasonable and necessary for protection of human health and the environment and the costs being reasonable and customary.

### 1. Summary

The scope of work shall consist of providing timely, high quality professional environmental remediation services as part of the LTRA activities at the Site. The remediation services will include continued operations and maintenance of the existing enhanced reductive dechlorination treatment systems designed to address the chlorinated solvent contamination at the Site.

### 2. Minimum Professional Qualifications and Requirements

The minimum professional qualifications to complete the Scope of Work for this Request for Proposal (RFP) are:

- a) A full service environmental engineering and consulting firm with in-house capability to perform remediation activities outlined in this RFP as well as other planning, investigations and oversight activities as required.
- b) Demonstrated knowledge and work experience under the Federal EPA CERCLA program.
- c) Demonstrated knowledge and experience in ground water investigations and remediation specific to chlorinated hydrocarbons and dense non-aqueous phase liquids.
- d) Demonstrated knowledge and experience with bioremediation and enhanced reductive dechlorination technologies.

### 3. Scope of Work - Details

For purposes of this RFP, the offeror will complete **2 years** of operations and maintenance of two active treatment systems identified as the shallow Source Area/Hotspot (SA/HS) and downgradient Biocurtain (BC) systems. In addition, a third mobile injection system is used to periodically treat the Deep Zone (DZ) treatment area. The Offeror will also perform appropriate ground water and system performance monitoring and reporting. In addition, the Offeror shall respond to all mandatory specifications listed in Section V of this RFP. The selected Offeror will provide the following as part of their contract award:

- a) Prepare and submit a detailed workplan for NMED review and approval that:
    - provides for operation and maintenance activities,
    - provides a system monitoring and ground water monitoring program;
    - provides a schedule of activities,
    - provide NMED with quarterly summary progress reports and comprehensive annual operations performance report; and
    - provide additional assessment and additional remediation options for the DZ treatment area.
  - b) Prepare, submit, and implement a project-specific Quality Assurance Project Plan (QAPP); Health and Safety Plan (HASP); Sampling and Analysis Plan (SAP); and Standard Operating Procedures (SOPs) to address operations and sampling requirements of the existing remediation systems.
4. Offerors must include in the response a description of how they will complete the scope of work, as detailed in this Section. Responsive proposals shall contain a detailed description of the approach that your firm will use to operate and maintain the existing treatment system in order to restore soil and groundwater contamination along with any approved changes that results for the successful Offeror's recommended changes to the system or operational aspects. The selected Offeror shall also be responsible for record keeping, reporting and ensuring that day-to-day operations of the remediation system are successfully undertaken and sustained at this site and provide reports that details work completed and any problems.
5. Provide cost estimates to accomplish the activities described in this Scope of Work. Offeror shall also provide a copy of a time and material fee schedule outlining hourly staff and equipment rates.
6. The selected Offeror will be responsible for maintaining schedules and providing detailed invoices to NMED Project Manager.
- f) Offerors should include in the proposal, as an opportunity to demonstrate the Offerors knowledge and practical experience in chlorinated hydrocarbon remediation, a discussion of opportunities to improve on the existing remediation option, discussion of sampling requirements and schedule and provide

calculations for determining amendment dosage requirements within each treatment system.

- g) Offerors will specify methods, partners, potential subcontractor(s), and/or other options that are proposed to be used to complete the scope of work. Provide estimated anticipated cost range for subcontractor tasks (i.e., well drillers, other technical services, equipment rental, equipment operators) which should be included in the cost proposal. Any estimates should be realistic; however, the successful Offeror will be required to obtain quotes for NMED approval prior to initiation of any work.

### C. COST DEVELOPMENT INFORMATION

The following operational information shall be used for development of costs for this proposal. Assume the LTRA activities will be performed over a **2 year period**.

1. Project Coordination –  
Project planning, meetings with State, finalization of project workplan, and development of HASP, QAPP, site specific field sampling plan and other documents.
2. Operate and maintain the ERD treatment systems. –
  - a) Source Area/Hotspot (SA/HS) -  
Sampling of the SA/HS treatment area in November 2009 and subsequent sampling in June 2010 indicate that VOC levels have been reduced to near the remedial goals throughout most of the SA/HS treatment area with a small localized area remaining near the release location in the source area. Therefore, assume that the SA/HS system will not be operated as a ground water recirculation system. Instead, portions of the SA/HS system have been converted to a soil vapor extraction system to address a build up of biogenic gases and remaining VOC in the shallow vadose zone. Assume the SVE system will be operated continuously for six months during each twelve month period and will require monthly monitoring of the system and well vaults throughout the 2 year period.
  - b) Biocurtain (BC) -  
The BC shall be operated as a continuous ground water recirculation system. This shall include a minimum of twice monthly site visits to perform routine system monitoring and maintenance and include the cost for electrical and communication services.
  - c) Deep Zone (DZ) -  
The DZ is a passive treatment system that requires only periodic amendment injection using a portable injection system and water truck and monitoring as described below.
3. Amendment Injections –
  - a) Offerors shall provide their own amendment calculations for determining the dosage requirements for each treatment system as part of the Technical

Evaluation of this RFP. However, for costing purposes assume the historical quantities outlined below.

- b) Biocurtain - Perform semi-annual amendment injections. Assume all injection and extraction wells/pumps, transmission lines and manifold systems will require cleaning prior to each amendment injection. All water removed during cleaning shall be containerized and sampled prior to disposal at the Espanola POTW. Historically, approximately 3200 pounds of EVO amendment along with 200 pounds of nutrient mix has been used during each injection event.
  - c) Perform two rounds of amendment injections (12 month apart) at seven deep zone injection wells. Historically, a combined total of approximately 2300 pounds of EVO amendment, 100 pounds of nutrient mix along with 26,000 gallons of potable water has been used during each injection event. Assume an injection rate of 8 gallons per minute can be maintained using the portable injection system.
4. Semi-annual indoor air and ground water sampling –
- a) Four 24-hr indoor air samples will be collected during each event and analyzed for volatile organic compounds by EPA Method TO-15 SIM.
  - b) For ground water sampling, assume twenty (20) shallow wells will be sampled from the SA/HS; five (5) biocurtain extraction wells and five (5) associated monitoring wells; and twelve (14) samples from the deep zone injection and monitoring wells. All samples will be analyzed for volatile organic compounds. A subset of 12 of the wells distributed throughout the three treatment areas will be sampled for total organic carbon (TOC), dissolved gases (ethane, ethene and methane), microbial analysis and dissolved metals.
5. Reporting –
- a) Quarterly technical memorandums (8 total) presenting site operation and maintenance information shall be submitted.
  - b) comprehensive annual reports (2 total) presenting the site operations and analysis of the system performance and sampling results will be submitted.

D. PROCUREMENT MANAGER

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

Questions about the RFP process and deliveries of Proposals via express carrier (including proposal delivery) should be addressed as follows

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469

Santa Fe, NM 87505-5469  
Email: [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)

NMED has designated a Project Manager who is responsible for writing the specifications for this procurement. The name, address and telephone number of the Project Manager is listed below.

Any technical inquiries or requests for clarification regarding this procurement must be submitted in writing to:

Steve Jetter  
New Mexico Environment Department  
Ground Water Quality Bureau  
Superfund Oversight Section  
Harold Runnels Building, N2300  
1190 St. Francis Drive  
Santa Fe, New Mexico 87505

Phone # (505) 827-0072 Fax (505) 827-2965  
e-mail: [steve.jetter@state.nm.us](mailto:steve.jetter@state.nm.us)

Mailing Address  
P.O. Box 5469  
Santa Fe, New Mexico 87502-5469

Offerors may contact ONLY the Procurement Manager, specified herein, regarding this procurement. Other state employees do not have the authority to respond to inquiries and requests regarding this procurement. All responses to inquiries will be in writing via email.

Offerors can download copies of the RFP from the Department website at <http://www.nmenv.state.nm.us/NMED/RFP> . If a potential Offeror is unable to download a copy of the RFP from the website, they may contact the Procurement Manager at (505) 827-2615 to arrange to pickup a hard copy or via email at [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us) to receive an electronic copy.

#### E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Environment Department.

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

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

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

"Contractor" means a successful offeror who enters into a binding contract. It also means a business (contractor, subcontractor or supplier) that has not either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended. Any contractor that has either been debarred or suspended pursuant to § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended will not be permitted to do business with the NMED and shall not be considered for award of the contract during the period for which it is debarred or suspended with the NMED.

“Department”: For purposes of administering the RFP and associated proposals, “Department” means the New Mexico Environment Department.

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

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

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

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

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

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are 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.

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

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

"Procurement Manager" means the individual or designee authorized by the Agency to manage or administer this procurement to include, interpretation, inquiries in relation to the RFP and flowthrough of information between bidders and the Agency. All questions about the meaning or intent of the RFP or subsequent Contract documents shall be submitted in writing. Replies will be issued by written Addenda and mailed, emailed, or delivered to all parties. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries in relation to the RFP will be directed to the Procurement Manager.

"Project Manager" means the individual or designee authorized by the Agency that will oversee all services and tasks specified in the detailed scope of work of the contract(s) resulting from this solicitation.

"Procurement Coordinator" means the individual or designee authorized by the State Purchasing Agent to manage, administer and coordinate this procurement between the Agency and Offeror. (when applicable).

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

"Purchase Order" means the document which directs a consultant contractor to deliver services pursuant to an existing contract. Work cannot be started until a Purchase Order has been issued and provided to the consultant.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that 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 which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposal include, but are not limited to, price, quality, quantity or delivery requirements.

"Secretary": means the Cabinet Secretary of the New Mexico Environment Department.  
"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

**Abbreviations include the following:**

Abbreviations include the following:

(ASD) New Mexico Environment Department Administrative Services Division

(DFA) New Mexico Department of Finance and Administration

(GSD) New Mexico General Services Department

(MDT) Mountain Daylight Savings Time

(NMAC) New Mexico Administrative Code

(NMED) New Mexico Environment Department

(OFB) Office of Finance & Budget

(RFP) Request for Proposal

F. BACKGROUND INFORMATION

1. Mission Statement:

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

2. New Mexico Environment Department's goals and objectives:

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

3. 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 9-7A-1 thru 14. The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

4. Fund Structure:

The Agency maintains a general fund, fiduciary funds, special revenue funds, agency funds, enterprise funds and a capital projects fund.

5. Budgetary Basis of Accounting:

In accordance with the budget guidelines established for all state agencies by the Department of Finance and Administration, the Agency does prepare its budget on a basis consistent with generally accepted accounting principles. The Agency's budget is appropriated to its divisions and is administered through the use of expenditures and encumbrances.

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 or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

- State of New Mexico Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd>
- 40 CFR, Part 31 “Uniform Administrative Requirements”
- 40 CFR, Part 35, Subpart O “Cooperative Agreements & Superfund State Contracts for Superfund Response Actions”
- Remedial Investigation Report (Vol. 1 & 2) – January 2001
- NRAP Field Test Plan Results Report - February 2008
- NRAP Construction As-built Report – December 2009
- First Year Long Term Remedial Action Report – December 2009
- NRAP Quarterly Status Reports, April 2008 through December 2009
- NRAP Bioremediation System O&M Manual
- NRAP Semi-Annual Ground Water Sampling Report – November 2010

All reports except the Remedial Investigation Report are also available on the NMED web page at:

<ftp://ftp.nmenv.state.nm.us/www/gwb/NRAP/NRAP%20RFP/>

### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the 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 to the following schedule. All deadlines indicated below are referenced to Close of Business for the date shown unless otherwise specified.

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency, Purchasing Bureau	03/24/2011

2.	Pre-Proposal Conference	Agency/Potential Offerors	04/05/11
3.	Distribution List Response	Potential Offerors	04/05/11
4.	Deadline to Submit Questions	Potential Offerors	04/08/11
5.	Response to Written Questions/RFP Amendments	Agency	04/15/11
6.	<b>Submission of Proposal No later than 4:00 PM MDT</b>	<b>Offeror</b>	<b>05/05/11</b>
7.	Proposal Evaluation	Evaluation Committee	05/16/11
8.	Selection of Finalists	Evaluation Committee	05/17/11
9.	Best and Final Offers from Finalists (if needed)	Offeror	05/23/11
10.	Oral Presentation by Finalists (if needed)	Offeror	05/26/11
11.	Notification of Selected Finalist	Evaluation Committee	05/27/11
12.	Negotiate/Finalize Contract	Agency, Offeror	06/24/11
13.	EPA Region 6 Review/Approval	US EPA	07/08/11
14.	Contract Award	State Auditor	07/22/11
15.	Protest Deadline <b>No later than 4:00 PM MDT</b>	Offerors	08/05/11

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 Agency. An advertisement will be placed in the NMED website <http://www.nmenv.state.nm.us/NMED/RFP> and in a local newspaper. Copies of this RFP are available for download at the above website.

2. Pre-Proposal Conference

A pre-proposal conference will be held on **Tuesday April 5, 2011 at 9:00 am, MDT in the Runnels Auditorium at the NMED Harold Runnels Building, 1190 Saint Francis Drive, Santa Fe, New Mexico.** Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section II.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. Distribution List Response Due

Potential Offerors should hand deliver 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 A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on April 5, 2011.

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.

4. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on April 8, 2011. All written questions must be submitted via e-mail, letter or facsimile to the Procurement Manager (See Section II, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on April 15, 2011 via email 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.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 4:00 PM MOUNTAIN DAYLIGHT SAVINGS TIME ON THURSDAY May 5, 2011.** *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, which is as follows:

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **NEW MEXICO ENVIRONMENT DEPARTMENT, NRAP ENVIRONMENTAL CONSULTING SERVICES** Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.

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

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place between May 6, and May 16, 2011. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

The initial evaluations will be based solely on the technical merits of the proposals and firms qualifications. Based on the initial evaluation, Finalist will be selected for further consideration. The evaluation committee shall then select the most responsive proposal based on technical merit and cost effectiveness.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify, finalists and the non-finalists after all proposals have been evaluated. Selection of Finalists will occur no later than May 17, 2011. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

9. Best and Final Offers From Finalists (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, 2011. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

10. Oral Presentation by Finalists (if needed)

Finalist Offerors may be required to present their proposals to the Evaluation Committee on May 26, 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.

11. Notification of Selected Finalist

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

12. Finalize Contract

The contract will be finalized between May 31, 2011 and June 24, 2011 with the Offeror whose proposal is most advantageous to the Agency and submitted to the Office of the State Auditor. 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.

13. US EPA Region 6 Approval

In accordance with 40 CFR 35.6550 (3), NMED must allow EPA a pre-award review and to approve the proposed procurement using CERCLA (Superfund) funds. Following final negotiations with the winning offeror, NMED will seek EPA Region 6 review and approval by July 8, 2011.

14. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Department and the signed contract, the Agency will award the contract on July 22, 2011. The contract award date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror whose proposal is 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.

15. Protest Deadline

Any protest by a responsive Offeror must be timely-filed and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar-day protest period for responsive Offerors shall begin on the day following the contract award and will end at of close of business on August 5, 2011. 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 Protest Manager listed below:

Margaret S. Trujillo, Protest Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469

**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 regulations, 1.4.1 NMAC.**

- State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
- State of New Mexico Procurement Regulations, GSD Rule 1.4.1 NMAC
- State of New Mexico, Per Diem and Mileage Act, 2.42.2 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 V 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 this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only 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. Additionally, the successful offeror is required to apply the six Affirmative Action Steps for soliciting subcontract proposals from minority business enterprises, women's business enterprises, and labor surplus area firms (40 CFR Parts 31.36(e)(2) & 35.6580), should subcontractors be used. Use of subcontractors will require prior written approval from the Agency

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, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

7. Proposal Offer Firm

Responses to this RFP will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after due date for the receipt of a best and final offer if one is solicited.

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 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, 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

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded, a Purchase Order is issued and approval of both by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part 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 this 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 C, "Contract 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 this Section or 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.

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which 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 Sections 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 failed to meet the 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, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. Agency Rights

The Agency 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, potential 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 this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. 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.

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.

27. NM Employee Pay Equity Initiative

Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Offerors with less than 10 employees are exempt from the reporting requirements and must state this in the proposal unless 8 or more individuals are in the same job classification, Offeror must complete and submit Appendix G, PE10-249 Forms. See Implementation Guidance Appendix F, for statement of initiative. If Offeror has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification at any time during the term of the contract period, Offeror must complete and submit Appendix G, PE10-249 form to include: PE10-249 Reporting Form, PE10-249 Worksheet, PE10-249 Pivot Table, PE10-249 Data Entry Form with the proposal. If Offeror has (250) or more employees Offeror must complete and submit Appendix H, PE250 form with the proposal. The forms are attached to this RFP as Appendix F, Appendix G and Appendix H. All successful Offerors will be required to agree to paragraph 22 of the Professional Services Agreement, attached to this RFP as Appendix C. It is suggested that Offerors read paragraph 22 of the Professional Services Agreement prior to submitting a proposal. Offeror must agree to levy the requirement to submit the PE10-249 forms or PE250 form on any subcontractor(s) performing more than 10% of the dollar value of this contract if the subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Please see [http://www.generalservices.state.nm.us/spd/pay\\_e.html](http://www.generalservices.state.nm.us/spd/pay_e.html) for more information.

#### IV. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original proposal and four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. All proposals shall be signed in blue ink.

C. PROPOSAL FORMAT

All proposals must be typewritten with a font equal to or larger than 12 on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, maps, etc.) and placed within a binder with tabs delineating each section. The certifications and documentation required in Section V, Number 8 below must be completed and included as an attachment to the original copy of the RFP. There is no page limitation, however, the proposal should be clear and concise, and still provide the reviewers with information that address the items listed below. The proposal must be structured to follow, in order, the headings outlined in Section IV. D below.

**All discussion of proposed costs, rates or expenses and Contractor Fee Schedule shall be submitted in a separate Sealed Envelope. The envelope should be clearly marked with the Offeror's name and labeled NEW MEXICO ENVIRONMENT DEPARTMENT, NRAP ENVIRONMENTAL CONSULTING SERVICES - COST DETAILS**

D. PROPOSAL ORGANIZATION

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) Conflict of Interest
- f) New Mexico Residency
- g) Signed Campaign Contribution Form
- h) Completed Forms and 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

1. Letter of Transmittal

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

- i) identify the name, telephone number, of the submitting organization;
- ii) identify the name, title, telephone number and email address of the person authorized to negotiate the contract;
- iii) identify the names, telephone numbers and email of person to be contacted for clarification of the RFP, if different than (b) above;
- iv) explicitly indicate by an affirmative statement acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- v) be signed by the person authorized to contractually obligate the organization;
- vi) provide the State of New Mexico or other state CRS Tax Identification Number;
- vi) acknowledge receipt of any and all amendments to this RFP by email response.

2. Table of Contents

3. Mandatory Specifications

## V. MANDATORY SPECIFICATIONS

Award of the contract shall be made to the offeror whose proposal is most advantageous to the Department. Award will be based on the evaluation criteria listed below in Section VI as set forth by the State. Please note, that regardless of the overall score, a serious deficiency in anyone criterion may be grounds for rejection.

### **Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

#### A. MANDATORY SPECIFICATIONS

Offerors should respond in a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points according to the rating factors in Section VI.

##### 1. Summary of Corporate Experience

Outline prime contractor's qualifications for the anticipated work outlined in the scope of work (Section II). Pertinent information includes size of the firm, number of employees in various specialties and number of employees in New Mexico. Include an organizational chart. Provide a summary of companies experience in work on CERCLA or RCRA facility /projects and any distinguishing qualities, capabilities, or experience that uniquely qualifies the respondent for this Project. Define the types of services that you feel set your team apart, or that are outstanding, or that deserve special mention.

##### 2. Professional Qualifications

The Offeror shall demonstrate their ability to provide staff, subcontractors or project partners with a good working knowledge of soil and groundwater remediation projects with an emphasis on chlorinated hydrocarbons contamination and enhanced reductive dechlorination through bioremediation. Documentation demonstrating the Offeror's availability and details regarding technical staff, expertise, equipment and services necessary to complete the Scope of Work. Include a narrative that clearly identifies the number of years of experience of your team's personnel or other project partners have providing similar services. These credentials must include but are not limited to the following: academic degrees, licensure, and other pertinent certification and/or training information. The resumes or short narratives of key staff members that would be assigned to provide the services at the site. These summaries should include enough information to establish relevant experience, expertise, and competence. Include the name of a facility, site location, length of time services have been or were provided, type of services, contact person and telephone number.

3. Qualifications as Demonstrated by Similar Experience and Past Performance

Provide a summary of soil and/or ground water restoration projects or situation that the Offeror has encountered during the course of completing consulting services. Emphasis should be placed on experience in dealing with chlorinated hydrocarbon contamination, ground water pump and treat recirculation systems similar to those used at the site. Also, because additional investigation work relating to the deep zone may be required in the future, include experience in DNAPL site investigations and remediation design. Include a table or list of all applicable groundwater restoration projects that your team or project team members have been involved with to assist with rating your proposal for this requirement.

Provide three (3) client references. Include contact names and titles, current telephone numbers, and e-mail addresses (if available). References will be checked. The Agency and its Procurement Manager will not attempt to obtain correct contact numbers if they are found to be incorrect during our check.

4. Technical Approach for Scope of Work

Offerors shall provide a detailed description of their theoretical and practical understanding of the Site's existing remediation strategy and a detailed description of the approach that your firm will use to operate and maintain the existing treatment system in order to restore soil and groundwater contamination. Offerors should also include a discussion of opportunities to improve on the existing remediation option and provide their own amendment calculations for determining the dosage requirements within each treatment system.

5. Health and Safety Plan (HASP) and Quality Assurance Plan (QAP) Examples

Quality Assurance (QA) is an integrated system that combines management and technical activities to support effective environmental activities. This project includes collection of environmental samples that will require the preparation of a project specific QAPP. Therefore, each Offeror shall include a copy of relevant sections of the Offeror's Quality Management Plan or Corporate Quality Assurance Plan that includes a detailed description of the Offeror's quality system and select portions of Standard Operating Procedures specific to O & M of remediation systems and environmental sample collection that demonstrates the Offeror's ability to perform these tasks.

The Offeror must identify the name of the person with primary responsibility for safety programs within the corporation and provide an example copy of a relevant site-specific HASP.

Please note: it is not necessary to write a QAPP or HASP specifically for the RFP. These documents will not count toward the proposal page limit requirements.

6. New Mexico Residency

Provide address of office where work will be completed.

7. Completed Forms and Other Supporting Material

A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include a completed forms.

**These forms only need to be submitted in the original copy of your proposal. Please place these forms in a separate sealed envelope with the name of your firm and the contents of the envelope clearly labeled and insert at the back of your original copy .**

- a) New Mexico Pay Equity Initiative Forms (Appendix D)
- b) NMED “Certification of Independent Price Determination” form completed, dated, and signed in black ink. (Appendix B)
- c) NMED “Disclosure Requirements/Conflict of Interest Certification” form completed, dated, and signed in black ink. (Appendix B)
- d) NMED “Campaign Contribution Disclosure Form” completed, dated, and signed in black ink. (Appendix B)
- e) EPA “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” form completed, dated, and signed in black ink. (Appendix B)
- f) EPA Superfund “Certification Regarding Lobbying” form completed, dated, and signed in black ink. (Appendix B)
- g) “Certification Regarding Drug-Free Workplace Requirements” form completed, dated, and signed in black ink. (Appendix B)
- h) Completed reference form giving contact information for three people, businesses or organizations that are knowledgeable of the contractor's past work experience (Appendix B).
- j) Written Affirmative Response to Agency Terms and Conditions
- k) Offeror's Additional Terms and Conditions, if any
- l) Other Supporting Material, as deemed necessary, by the offeror

8. Cost Effectiveness

The Offeror must propose a justified cost estimate for the scope of work outlined in Section II. C above in a **separate sealed envelope** from the technical portion of the proposal. All cost information shall be provided in supporting spreadsheets detailing how costs were developed Specify if costs for each specific task is

based on hourly, flat fee rate, or combination and the number of individuals involved. Costs shall be broken out in the following major categories.

- Project Coordination - planning, workplan finalization, HASP/QAPP Development
- Total cost for 2 years operation and maintenance of the ERD treatment systems
- Total cost for 2 years of amendment injection requirements
- Total cost of indoor air and ground water monitoring
- Reporting costs for 2 years

An hourly rate and equipment/material fee schedule shall also be included in the cost portion of the proposal.

## VI. PROPOSAL EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

### B. POINT ALLOCATION

Points will be awarded on the basis of the following evaluation factors:

<b>Technical Evaluation</b>	<b>POINTS</b>
1) Quality and Completeness of Response -	<b>25</b>
2) Firm's overall qualifications and experience	<b>100</b>
3) Project staff qualifications and experience	<b>100</b>
4) Demonstrated Experience	<b>150</b>
5) Technical Approach To Meet Scope of Work	<b>200</b>
6) Example HASP and QAPP	<b>50</b>
7) Firm's references	<b>50</b>
8) New Mexico residency	<b>25</b>
<b>Technical Point Total</b>	<b>700</b>
9) Project Cost Evaluation	<b>300</b>
<b>TOTAL POINTS</b>	<b>1000</b>

1. Quality and Completeness of the RFP. (25 points)  
 Compliance with RFP Instructions and Quality and Completeness of the RFP  
 (Format, completeness, copies of required signed forms)
  
2. Firm's Overall Qualifications (100 points)  
 Points will be awarded based on the firms overall experience in ground water remediation projects and the EPA CERCLA program and distinguishing qualities, capabilities that uniquely qualifies the respondent for this Project.

3. Project staff qualifications and experience (100 points)  
Points will be awarded based on the firm's current professional staff relevant experience on similar projects, and comparable history of successful abatement, operations, maintenance, and monitoring of soil and/or groundwater remediation projects.
4. Demonstrated Experience (150 points)  
Points will be awarded based on the firms past performance and experience in soil and/or ground water restoration projects. Emphasis will be placed on experience in chlorinated hydrocarbon contamination, ground water pump and treat recirculation systems similar to those used at the site. Experience in DNAPL site investigations and remediation design will also be evaluated.
5. Technical Approach To Meet Scope of Work (200points)  
Points will be awarded on the detailed description of the firms theoretical and practical understanding of the Site's existing remediation strategy and the detailed description of the firm approach for operating, maintaining and monitoring the existing treatment systems. Points will also be awarded on the discussion of any proposed modifications to remediation system
6. Example HASP and QAPP (50 points)  
Points will be awarded on the thoroughness of the example QAPP and HASP.
7. Firm's References (50 points)  
References will be checked to establish the firms professionalism, dependability, ability to meet project schedules and pricing.
8. New Mexico residency (25 points)  
Offerors who live and work in New Mexico will be awarded the maximum points. Offerors not residing in New Mexico will get zero points.
9. Cost Effectiveness (300 points)  
After technical evaluation and selection of Finalist(s), up to 300 points can be awarded for cost completeness and comparison to other responsive offeror's cost. Up to 100 points will be allotted for the comprehensiveness and detail of costs. The remaining 200 points will be used for cost comparison of each Finalist proposal using the following formula:

$$\frac{\text{Lowest Responsive Offeror Total Cost}}{\text{This Offeror's Total Cost}} \times 200 = \text{Points Awarded}$$

The Department reserves the right to eliminate proposals with unrealistically low or high costs, inadequate basis for cost estimates, or incomplete or unclear cost.

### C. EVALUATION PROCESS

1. Each Offeror's proposal will be reviewed for compliance with the mandatory requirements as stipulated 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 III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform their evaluation, as specified in Section III, Paragraph C.18.
3. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted.
4. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The factors by which the oral presentation will be evaluated are: quality and clarity of the presentation, knowledge and experience of key staff, ability to answer technical questions, and demonstrated understanding of the elements of the scope of work detailed in Section II.B. Within the scoring criteria framework, as detailed in Section VI, the evaluation team reserves the right to adjust any and/or all technical merit scores based on information provided during the oral presentations and clarifications and updates to and refinements of the written proposals as originally submitted. Costs will also be included in the final score adjustments.
5. The responsive Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V and the oral presentations, will be recommended for a contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDICES**

## APPENDIX A

### Acknowledgement of Receipt Form

#### REQUESTS FOR PROPOSALS

New Mexico Environment Department Professional Engineering Services FY11

#### 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 E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 4/30/2009. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

Randy Herrera, Procurement Manager  
New Mexico Environment Department  
Administrative Services Division, Purchasing & Contracts Bureau  
1190 St. Francis Dr., Room S-4051  
PO Box 5469  
Santa Fe, NM 87505-5469  
[randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)

## **APPENDIX B**

### **CERTIFICATIONS & DOCUMENTATION**

**Certification of Independent Price Determination**

**Disclosure Requirements/Conflict of Interest Certification**

**Campaign Contribution Disclosure Form**

**US EPA Certification Regarding Debarment, Suspension, and Other Responsibility  
Matters**

**US EPA Certification Regarding Lobbying**

**Certification Regarding Drug-Free Workplace Requirements**

**Contractor References**

**New Mexico Environment Department**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(Must be included with Bid or Proposal)

**NRAP Professional Consulting Services**

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (3) and Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 of the State of New Mexico, the undersigned contractor certifies that no collusion as defined by Federal and State antitrust laws, occurred during the preparation of the bid or proposal submitted herewith.

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(City, State, ZIP Code)

Independent Price Agreement

**New Mexico Environment Department**

**DISCLOSURE REQUIREMENTS/CONFLICT OF INTEREST CERTIFICATION**

(Must be included with Bid or Proposal)

**NRAP Professional Consulting Services**

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (1) and (2), the undersigned contractor certifies that it will notify the New Mexico Environment Department of any actual, apparent, or potential conflict of interest regarding any individual working on a contract assignment or having access to information regarding the contract. Contractor will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative drilling work is planned or undertaken and will be required to notify NMED of any conflicts of interest. This notification shall include both organizational and personal conflicts of interest.

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(Signature of Authorized Officer)

(Date)

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(Printed or Typed Name and Title)

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(Company Name)

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(Mailing Address)

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(City, State, ZIP Code)

Disclosure Requirements/Conflict of Interest

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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- the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

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)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

---

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ■Disclosure Form to Report Lobbying,• in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 , title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify the above statements. My explanation is attached.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved

by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 0348-0046

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
<b>11.</b>  Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print _____ Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>				Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### Certification Regarding Drug-Free Workplace Requirements

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989.

- A. The undersigned contractor certifies that it will provide a drug free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractors workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the contractors policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
  4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contractor, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  5. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. Place of Performance: The contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific project: (street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

An subcontractor who is an individual certifies that, as a condition of the contractor, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contractor.

This assurance is given in connection with any and all financial assistance from the Department of Energy after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The contractor recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees, and on the authorized official (or individual contractor, as appropriate) whose signature appears below.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Award Number

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 48

## CONTRACTOR REFERENCES

### NRAP Environmental Consulting Services

Offeror is required to fill in contact information for three references of those who are familiar with the Offeror's performance.

#### Reference Number 1

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Firm:

\_\_\_\_\_  
Address of Firm:

\_\_\_\_\_  
Address) City State Zip (Mailing

Project last completed for Firm: \_

\_\_\_\_\_  
Date of last project:

#### Reference Number 2

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Firm:

\_\_\_\_\_  
Address of Firm:

\_\_\_\_\_  
Address) City State Zip (Mailing

Project last completed for Firm:

\_\_\_\_\_  
Date of last project:

#### Reference Number 3

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Title:

Firm:

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Address of Firm:

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Address) City State Zip (Mailing

Project last completed for Firm:

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Date of last project:

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## **APPENDIX C**

### **CONTRACT TERMS AND CONDITIONS**

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **ENVIRONMENT DEPARTMENT**, hereinafter referred to as the "Agency," and \_\_\_\_\_, 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.**

The Contractor shall perform the following work:

A. INSERT SCOPE OF WORK HERE

H. Performance Measures.

See Attachment 1

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ per hour, for Scope of Work items A through F and at the rate of \_\_\_\_\_ per Scope of Work on item G (Testimony) (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \_\_\_\_\_ excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \_\_\_\_\_ 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 \$\_\_\_\_\_ per fiscal year and total four year amount of \$\_\_\_\_\_. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

a. 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.**

- 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 **June 30, 2014** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**"

B. **Termination Management.** Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

**13. Amendment.**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected

to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those

employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:  
<http://insurenemexico.state.nm.us/>.

**22. Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

To the Agency:           Auralie Ashley-Marx  
                                  Chief, Solid Waste Bureau  
                                  1190 St. Francis Dr.  
                                  P.O. Box 5469  
                                  Santa Fe, NM 87502-5469  
                                  [auralie.ashley-marx@state.nm.us](mailto:auralie.ashley-marx@state.nm.us)

To the Contractor:       \_\_\_\_\_

                                  \_\_\_\_\_

**26. Authority.**

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

**IN WITNESS WHEREOF**, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Curry, Cabinet Secretary  
Environment Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracy Hughes, General 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: **00-000000-000**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DFA Contracts Review Bureau

**APPENDIX D**

**New Mexico  
Pay Equity Initiative**

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

## **IMPLEMENTATION GUIDANCE**

### **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**

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

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**

Payroll Code

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
<b>1</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
1 Total					
<b>2</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
2 Total					
<b>3</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
3 Total					
<b>4</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
4 Total					
<b>5</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
5 Total					
<b>6</b>	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
6 Total					

New Mexico Environment Department		ft	
NRAP LTRA Services		pt	
RFP # 11-667-00-0000			
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			
<b>Grand Total:</b>			

**Pay Equity Report PE10-249 Data Entry Form**

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

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**

<b>Emp. ID (Name or Number)</b>	<b>Job Category Number</b>	<b>Gender (m or f)</b>	<b>Full/Part (ft or pt)</b>	<b>Total Annual Compensation (\$)</b>	<b>Total Annual Hours</b>
	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  
Craft Workers**
  - 6 (Skilled)  
Operatives**
  - 7 (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**	_____	___/___ %	___/___ %	___/___ %*

