



**STATE OF NEW MEXICO**

**Environment Department  
Ground Water Quality Bureau**

**REQUEST FOR PROPOSALS**

**RFP: 10-667-00-13483  
Environmental Investigation Drilling Services**

**August 6, 2010**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (NMED) Superfund Oversight Section of the Ground Water Quality Bureau is requesting proposals for professional services to provide environmental investigation drilling services at hazardous waste sites state wide. NMED has regulatory authority to investigate releases or threatened releases of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the New Mexico Water Quality Act.

NMED seeks proposals from contractors with technical expertise in sub-surface investigations involving hazardous substances which include such things as organic solvents, inorganic chemicals, and technologically-enhanced naturally-occurring radioactive materials (TENORM) (from legacy uranium mining and milling sites). Services would include environmental drilling for sub-surface characterization, completion and development of monitor wells, and soil and ground water sample collection.

The purpose of this Request for Proposals (RFP) is to select a qualified contractor to provide NMED with such professional services for the defined scope of work. NMED will assign individual projects/tasks under this contract on an as needed basis. The contractor will be compensated for approved costs.

This RFP must be responded to as a unit; no part can be responded to individually.

### B. SUMMARY SCOPE OF WORK

The New Mexico Environment Department (NMED) Superfund Oversight Section of the Ground Water Quality Bureau requires professional environmental investigation drilling services for sub-surface site investigations at hazardous waste sites state wide. Professional services provided should include consultation and planning assistance, installation, completion and development of monitor wells, groundwater sampling, discrete-depth ground water sampling during drilling, soil boring, undisturbed soil sampling, continuous and interval soil sampling. The hazardous substances, environmental conditions and geological setting along with site specific tasks will vary by site requiring a Contractor to provide a variety of drilling and sampling techniques (auger, rotary, core, direct push, hydropunch™ etc.). Sub-surface investigations can be to a depth of 500 feet. Other professional services provided should include a direct push technology (e.g. Geoprobe®), geo-physical well logging, and surveying. If these services are not directly provided by the contractor they can be subcontracted. Other work, such as well abandonment, well redevelopment, well completion repair, pulling pumps, security, traffic control, concrete cutting and so forth may also be required during the course of the contract.

The NMED anticipates the generation of investigative derived waste (IDW) at some sites that may require containerization, transport by permitted vehicles, and disposal at licensed facilities. Work will be on an as-needed basis, and a site-specific work plan will be developed by the NMED for each task and site. The specific work plans will outline the site conditions, contaminants expected, work to be performed, and deliverables.

**The Contractor shall provide the following:**

1. Professional and experienced staff, licensed by the New Mexico Office of the State Engineer as appropriate, and with training certified pursuant to OSHA 29 CFR 1910.120, OSHA Health and Safety Requirements, Hazardous Waste Operations and Emergency Response (Note: Additional training may be required for work in areas of potential radiological hazards involving technologically-enhanced naturally-occurring radioactive materials (TENORM) from legacy uranium mining and milling).
2. Consultation and planning assistance to NMED Project Officer.
3. Safety equipment, OSHA Level D is anticipated, Level C for all Contractor personnel must be available on-site.
4. All appropriate equipment and supplies for drilling, sampling, well completion and development, decontamination, and IDW disposal as assigned by site specific work plan.
5. All well completion materials, including without limitation: surface casing; flush jointed, threaded PVC or stainless steel casing; flush jointed, threaded, mill slotted PVC or stainless steel screen; PVC caps; centralizers; silica sand; bentonite chips/pellets; cement/bentonite slurry, lockable water tight well caps; traffic rated, flush mounted well covers or above-grade steel well vaults with lockable lids; keyed alike locks, and concrete. Specific well completion requirements will be included in site-specific work plans.

**As Assigned by Site-Specific Work Plan, Contractor shall:**

1. Schedule and coordinate subcontractors if needed to complete tasks, such as direct push technology (e.g. Geoprobe®), geophysical logging, surveying, IDW disposal, security, and other services associated with environmental investigation drilling.
2. Appropriate decontamination procedures for all drilling and sampling equipment to prevent cross-contamination of samples collected.
3. Drill borings to the specified depth at a deviation not greater than three percent (3%) from center.
4. Collect soil and in-situ groundwater samples.
5. Install and complete monitor wells.
6. Develop wells using prescribed techniques for geologic conditions until field parameters (pH, conductivity and temperature) have stabilized and turbidity has been reduced to five (5) or fewer NTUs.
7. Properly handle, transport and dispose of IDW.
8. Reclaim disturbed areas as closely as possible to original condition.
9. Properly abandon boreholes as outlined in the NMED, SOS, Standard Operating Procedures, Section 6.9, Well Abandonment dated July, 1999.
10. Maintain separate accounts for each site and invoice each site account separately. Invoices shall be itemized to conform to prices agreed upon. Invoices shall enumerate footage of drilling and well completed and type and number of samples collected. Invoices submitted for payment shall include costs for one project only.

**The NMED shall:**

1. Secure access to the sites and have utilities located.
2. Designate well locations, depths, screen intervals, and well material specifications.
3. Specify locations and depths to collect samples. Take custody of samples at time of collection.

4. Describe all lithologic samples.
5. Determine whether surface casing is needed.
6. Determine if IDW is RCRA hazardous waste, if waste is contaminated but not classified as RCRA-hazardous waste, or uncontaminated material. Specify method for disposal of waste for Contractor to coordinate.
7. Provide safety equipment for all NMED personnel.

**C. SCOPE OF PROCUREMENT**

The scope of the procurement is for professional drilling services and other services associated with drilling activities as defined in Scope of Work, detailed in Sample Service Contract, Appendix E and Scope of Work (Attachment 1) in this RFP. Services provided are 100% federally funded through a U.S. Environmental Protection Agency (EPA) Superfund Multi-Project Cooperative Agreement. Contract is scheduled to begin on approximately November 1, 2010 for a term of two years. The contract may be extended for an additional two year period, or any portion thereof at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract exceed a total of four (4) years in duration. NMED will pay for work completed as directed by NMED Project Manager. No changes to the terms and conditions shall be effective unless agreed by written amendment in accordance with Appendix E of this RFP, Contract Terms & Conditions. Qualified minority business enterprises and women-owned business enterprises are encouraged to submit proposals.

**D. PROCUREMENT MANAGEMENT**

- 1) Procurement Coordinator - The designated individual authorized by the State Purchasing Agent who is responsible for the oversight of this procurement and whose name, address and telephone number follows:

Fran Dunaway, IT Business Analyst  
State Purchasing Division (SPD)  
Joseph Montoya Building  
1100 St. Francis Drive Room 2016  
Santa Fe, NM 87505  
Phone: (505) 827-2331 FAX: (505) 827-2484  
[FrancesA.Dunaway-Sa@state.nm.us](mailto:FrancesA.Dunaway-Sa@state.nm.us)

All deliveries via express carrier should be addressed to the Procurement Coordinator as follows:

Fran Dunaway, IT Business Analyst  
State Purchasing Division (SPD)  
Joseph Montoya Building  
1100 St. Francis Drive Room 2016  
Santa Fe, NM 87505  
Phone: (505) 827-2331 FAX: (505) 827-2484  
[FrancesA.Dunaway-Sa@state.nm.us](mailto:FrancesA.Dunaway-Sa@state.nm.us)

- 2) Procurement Manager - The Agency has designated a Procurement Manager who is responsible for conducting this procurement and whose name, address and telephone number follows:

Randy Herrera  
New Mexico Environment Department  
Purchasing & Contracts Bureau - ASD  
Harold Runnels Building, N2300  
1190 St. Francis Drive, Rm. S4051  
Santa Fe, New Mexico 87505  
Phone # (505) 827-2615  
e-mail: [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

- 3) Project Manager - The Agency has designated a Project Manager who is responsible for administration and technical functions related to the procurement and whose name, address and telephone number follows:

Allan Pasteris  
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) 827-0039 Fax (505) 827-2965  
e-mail: [allan.pasteris@state.nm.us](mailto:allan.pasteris@state.nm.us)

#### **E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used through-out this procurement document, including appropriate abbreviations.

**"Agency"** means the New Mexico Environment Department.

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

**"Contractor"** shall mean successful offeror who enters into a binding contract.

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

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

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

Mexico.

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

**"Evaluation Committee Report"** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent and the United States Environmental Protection Agency - Region 6 for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

**"General Cost Detail Form"** refers to a list provided by the offeror of per foot costs to drill and complete wells and other services for drilling.

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

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

**"Procurement Manager"** means the individual or designee authorized by the Agency to manage this procurement to include, interpretation, inquiries in relation to the RFP and serve as liaison between State Purchasing Division, Offerors and the Agency. All inquiries related to this procurement shall be submitted in writing. Replies to inquiries will be issued via written Addenda and emailed to all parties and posted on-line. All questions must be submitted no less than ten (10) calendar days prior to the date for opening of bids (refer to sequence of events in this RFP). Only questions answered by formal written Addenda will be binding.

**"Project Manager"** means the individual or designee authorized by the Agency to administer the provisions of the subsequent contact(s) and serve as the technical expertise to the RFP and administer tasks specified in the detailed scope of work.

**"Procurement Coordinator"** means the individual or designee authorized by the State Purchasing Agent to coordinate this procurement between the Agency and Offeror. Serves as final review and approval of the solicitation and all resulting contract(s) from this solicitation. Responsible for the publication of the solicitation and receipt of proposals submitted by Offerors.

**"Purchase Order"** A document, which directs a contractor to deliver services pursuant to an existing agreement

**"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 that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

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

**"Work Plan"** refers to the document which directs a contractor to deliver services pursuant to an existing contract. Work plans will outline the site conditions, contaminants expected, work to be performed, deliverables, and the time frame within which work will be performed. Work plans will be accepted by return letter from the Contractor explaining costs-not-to-be-exceeded by the contractor for the project. Not-to-exceed cost estimate will conform to contract General Cost Detail Form negotiated and agreed to by NMED and the contractor. Work will not begin until NMED notifies the contractor that it agrees to the contractor's quoted prices, has secured access to the property, and has determined a date to proceed.

## **F. BACKGROUND INFORMATION**

NMED's mission is to provide the highest quality of life throughout the state by promoting a safe, clean and productive environment. We are committed to providing clear articulation of our goals, standards, and expectations in a professional manner so that the citizens of New Mexico can make informed decisions about the environment and their community.

NMED is organized into four divisions with the following major regulatory programs: compliance, permitting, community outreach and technical assistance, and administrative support.

The role of the Ground Water Quality Bureau is to protect the environmental quality of New Mexico's ground water resources as mandated by the Water Quality Act and the Water Quality Control Commission (WQCC) regulations (20.6 NMAC), and to identify, investigate and clean-up contaminated sites which pose significant risks to human health and the environment.

The Ground Water Quality Bureau

- Issues ground water pollution prevention permits
- Implements the departments responsibilities under the new Mexico Mining Act to ensure that environmental issues are addressed and standards are met
- Oversees ground water investigation and remediation activities
- Identifies, investigates and remediates inactive hazardous waste sites through implementation of the federal Superfund program
- Oversees agreements between the state and responsible parties
- Implements the Voluntary Remediation Program

The Superfund Oversight Section of the Ground Water Quality Bureau through a Multi-Project Cooperative Agreement with US Environmental Protection Agency identifies

sites which may warrant remedial or removal action under Superfund (CERCLA), conducts site assessments of inactive hazardous waste sites to evaluate them for potential action under Superfund (CERCLA) provides management assistance and oversees remediations at Superfund sites. Other program within NMED may use the contract services also.

## **G. PROCUREMENT LIBRARY**

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

As a service to the potential offerors, the Procurement Manager's staff will make copies in accordance with NMED Policy and Procedure 01-06, Inspection of Public Records. Payment in the form of a check must be made at the time of copying. Checks must be made out to New Mexico Environment Department.

The library contains information listed below:

- State of New Mexico, Procurement Regulations, 1.4.1 NMAC
- State of New Mexico, Per Diem and Mileage Act, 2.42.2 NMAC
- 40 CFR, Part 31, "Uniform Administrative Requirements"
- 40 CFR, Part 35, Subpart O, "Cooperative Agreements & Superfund State Contracts for Superfund Response Actions"
- 29 CFR, Part 1910.120, "Hazardous Waste Operations and Emergency Response"
- Occupational Health and Safety Guidance Manual for Hazardous Waste Site Activities.
- EPA, Guide to Management of Derived Wastes
- State of New Mexico, Well Driller Licensing; Construction, Repair and Plugging of Wells, 19.27.4 NMAC

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

The following web site addresses contain links to State of New Mexico statutes and regulations, along with the Federal Register and government publication websites, that are relevant to this procurement:

<http://www.gpoaccess.gov/ECFR>

<http://www.generalservices.state.nm.us/spd/pcode.html>

<http://www.generalservices.state.nm.us/spd/pregulations.html>

<http://www.epa.gov/superfund/policy/remedy/sfremedy/waste.htm>

<http://www.osha.gov/publications>

[http://www.ose.state.nm.us/legal\\_rules\\_regulations\\_final.html](http://www.ose.state.nm.us/legal_rules_regulations_final.html)

## II. 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 the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency, SPA	08/6/10
2.	Distribution List Response <b>No later than 3:00 PM, MDT</b>	Potential Offerors	08/11/10
3.	Deadline for Receipt of Written Questions <b>No later than 3:00 PM, MDT</b>	Potential Offerors	08/16/10
4.	Response to Written Questions/RFP Amendments	Agency	08/17/10
5.	Submission of Proposal <b>No later than 3:00 PM, MDT</b>	Offeror	08/31/10
6.	Proposal Evaluation	Evaluation Committee	09/01/10
7.	Selection of Finalist(s)	Evaluation Committee	09/10/10
8.	Best and Final Offers from Finalists	Offeror	09/16/10
9.	Oral Presentation by Finalists <b>(if needed)</b>	Offeror	09/23/10
10.	Finalize Contract	Agency, Offeror	09/30/10
11.	US EPA Region 6 Approval	Agency, EPA	10/15/10
12.	Contract Award	Agency	10/26/10
13.	Protest Deadline <b>No later than 3:00 PM, MDT</b>	Offeror	To be determined

### 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 and the State Purchasing Division of the General Services Department August 6, 2010. Copies of the RFP can be obtained from the Procurement Manager and the NMED website:

[http:// www.nmenv.state.nm.us](http://www.nmenv.state.nm.us) and the State Purchasing Division web page:  
<http://www.generalservices.state.nm.us/spd>.

2. 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 3:00 PM MDT on August 11, 2010.

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.

3. Deadline to Receive Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP; the last day written questions will be accepted will be by 3:00 PM MDT on August 16, 2010. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on August 17, 2010 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 seven (7) days after the answers and/or amendments were issued.  
procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR HER DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON AUGUST 31, 2010. **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 **only** at the address listed in Section I, Paragraph D (page 4). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ENVIRONMENTAL DRILLING SERVICES Request for Proposals. **Proposals submitted by facsimile or email will not be accepted.**

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process is anticipated to take place between September 1, 2010 and September 10, 2010. During this time, the Procurement Manager may at his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

7. Selection of Finalist(s)

A single finalist may be selected based on evaluation of the initial proposal submitted. If one proposal has the highest evaluation and the Evaluation Committee agrees the offeror is the best firm for the job, approval from US EPA Region 6 will be sought and negotiations entered with that offeror to finalize a contract with a best and final offer. If no single offeror is clearly considered the best, then a competitive range of contractors will be developed. This will include all offerors who show a likelihood of receiving the contract. The Evaluation Committee will then select and the Procurement Manager will notify the finalist offerors starting September 10, 2010. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations (if required) will be determined at this time.

8. Best and Final Offers From Finalists

Finalist offerors will be given the opportunity to clarify or amend their proposals for the purpose of obtaining best and final offers by September 16, 2010. Best and final offers may be clarified at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists(If needed)

Finalist offerors may be required to present their proposals to the evaluation Committee. The finalist will be required to present their proposals to the Evaluation

Committee on September 23, 2010. The Procurement Manager will schedule the time for each offeror presentation. Each presentation will be limited to a maximum of 45 minutes duration with an additional 15 minutes for questions and answers. All offeror presentations will be held in the Santa Fe, New Mexico at a location to be announced.

10. Finalize Contract

The contract will be finalized between September 24, 2010 and September 30, 2010 with the offeror whose proposal is most advantageous to the state. 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 offer or without undertaking a new procurement process or to cancel the procurement as the Department may deem in the best interests of the state.

11. US EPA Region 6 Review

In accordance with 40 CFR 35.6550 (a) (2), 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 shall seek EPA Region 6 review and approval from October 1, 2010 through October 15, 2010.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the State Purchasing Agent will award the contract on October 26, 2010. This date is subject to change at the discretion of the State Purchasing Agent.

This 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.

13. Protest Deadline

Any protest by an offeror must be timely filed and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

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

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

## C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the following:

- 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
- 40 CFR, Part 31, "Uniform Administrative Requirements"
- 40 CFR, Part 35, Subpart O, "Cooperative Agreements & Superfund State Contracts for Superfund Response Actions"

### 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. The prime contractor must be licensed to drill wells in New Mexico.

### 4. Subcontractors

Use of subcontractors must be explained in the proposal, and major subcontractors (ie. direct push drillers, surveyors) must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Use of subcontractors will require prior written approval from NMED.

### 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, including proposal prices, will be considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which 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 professional services until a valid written contract is awarded approved 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 E, "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 E, 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.

Pursuant to 13-1-118 NMSA and DFA Rule 2.40.2 NMAC, all professional services contracts which may involve the aggregate expenditure of more than \$200,000.00 shall be reviewed and approved by the Attorney General and the Department of Finance and Administration prior to execution by the Agency.

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in the contractor's 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, 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. Certifications & Documentation

The following documents must be included with the RFP, without any one of these documents the RFP will be deemed incomplete and will not be sent to the Evaluation Committee for consideration:

- a. "New Mexico Health Coverage Form" (attached, Appendix B) completed, dated, and signed in black ink.
- b. NMED "Certification of Independent Price Determination" form (attached, Appendix B) completed, dated, and signed in black ink.
- c. NMED "Disclosure Requirements/Conflict of Interest Form" (attached, Appendix B) completed, dated, and signed in black ink.
- d. NMED "Campaign Contribution Disclosure Form" (attached, Appendix B) completed, dated, and signed in black ink.
- e. Completed reference form giving contact information on three people, businesses or organizations that are knowledgeable of the contractor's past work experience (Attached, Appendix B).

26. Records Retention

The successful offeror will be required to retain project records for a minimum of ten (10) years after the completion of the work (40 CFR Part 35.6705).

27. Potentially Responsible Party Disclosure

Pursuant to 40 CFR Part 35.6550 (b) (1) and (2), the successful offeror 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.

28. Electronic Mail Address Required

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

29. 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 Agency, the version maintained by the Agency shall govern.

30. Liability Insurance

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

### III. RESPONSE FORMAT AND ORGANIZATION

**A. NUMBER OF RESPONSES**

Each offeror shall submit only one proposal to this RFP.

**B. NUMBER OF COPIES**

Offerors shall provide 1 original, 3 identical copies of their proposal (Binder 1), 1 original, 3

identical copies of their proposal (Binder 2), 1 original, 3 identical copies of their proposal (Binder 3) to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

### **C. PROPOSAL ORGANIZATION AND FORMAT**

The following describes exactly how each proposal is to be organized. Only proposals that are deemed complete and responsive will be evaluated. Proposals that do not adhere to both the prescribed content and format specified below, or that omit information requested, will be rejected and will not be evaluated. In general, the NMED not only requests “proper textbook responses” but also an indication that the offeror, although grounded in proper theory, has practical experience that enables the offeror to know where short-cuts are appropriate and where they are not. Creativity is encouraged; however, assumptions must be stated.

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

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

Although no page limitation is specified, 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 below and must, at a minimum, include the following:

#### **1. Proposal Organization**

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

- a. Letter of Transmittal (Binder 1)
- b. Table of Contents (Binder 1)
- c. Summary of Proposed Services (optional) (Binder 1)
- d. Completed Certifications and Documentations (Binder 1)
- e. Experience/Technical/Health and Safety (Binder 1)
- g. Offeror's Terms and Conditions (Binder 2)
- h. General Cost Detail Form (Binder 2)
- i. Sample Work Plan Responses and Cost Forms (Binder 2)
- j. Other Supporting Material (optional) (Binder 3)

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. All discussion of proposed costs, rates, or expenses must occur with the General Detailed Cost Form unless specific to a Work Plan Cost Form.

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

**2. Letter of Transmittal**

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

- a. identify the organization submitting the proposal;
- b. identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. identify the name, title and telephone number of persons to be contacted for clarification;
- e. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. be signed by the person authorized to contractually obligate the organization;
- g. acknowledge receipt of any and all amendments to this RFP.

**IV. SPECIFICATIONS**

**A. MANDATORY SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

**1. Completed Certifications and Documentation**

The following documents are absolutely required for a proposal to be deemed responsive and to be considered for evaluation.

- a. "New Mexico Employees Health Coverage Form" (Attached Appendix B) completed, dated, and signed in black ink.
- b. NMED "Certification of Independent Price Determination" form (Attached, Appendix B) completed, dated, and signed in black ink.
- c. NMED "Disclosure Requirements/Conflict of Interest Certification" form (Attached, Appendix B) completed, dated, and signed in black ink.
- d. NMED "Campaign Contribution Disclosure Form" (Attached, Appendix B) completed, dated, and signed in black ink.
- e. Completed reference form giving contact information for three people, businesses or organizations that are knowledgeable of the contractor's past work experience (Attached, Appendix B).

**2. Experience/Technical**

The offeror must complete the following information for a proposal to be deemed responsive and considered for evaluation.

- a. A brief description of the firm's overall capabilities, history, and overall organizational structure.
- b. A description including model, make, and year of the number and types of drilling rigs and other equipment in use by your firm.
- c. Description of firm's ability to work at more than one site at a time.
- d. Experience and training of offeror's drilling personnel listed in table format as shown:

<u>Name/Title</u>	<u>Education</u>	<u>Experience</u>	<u>Experienced to Operate</u>
Joe Consultant Drilling Foreman	B.S. Geology	15 years/ RCRA, UST, CERCLA, Haz. Mat. Drilling	List Equipment (e.g. mud-rotary, HSA, backhoe, etc)

- e. Documentation that clearly shows the amount and extent of the offeror's experience in environmental drilling services. This shall include soil boring and monitoring well installation, completion, and development, well abandonment, ability to coordinate traffic control, and waste handling.
- f. Examples of contractor's past experience working on hazardous waste sites, the types and number of hazardous waste sites (i.e. underground storage tanks, RCRA, CERCLA, etc.), and an indication of the contractor's familiarity with environmental laws and regulations.
- g. A comparison and contrast of drilling methods commonly used at sites contaminated with dense non-aqueous phase liquids (DNAPLs) such as chlorinated solvents, and light non-aqueous phase liquids (LNAPLs) such as petroleum hydrocarbons, indicating specific methods that are appropriate or inappropriate, and considerations for minimizing the spread of contaminants.
- h. A description of the firm's knowledge and experience of collecting in-situ groundwater samples during drilling.
- i. A description of methods to handle IDW, decontamination wastes, drill cuttings, and well development fluids.
- j. The average time required for the contractor to schedule and begin a job upon receiving notice to proceed.
- k. A description of the degree of preparedness of the firm for unforeseen circumstances and equipment failure or breakdown.

**3. Health and Safety Plan (HASP)**

The offeror must complete the following information for a proposal to be deemed responsive and considered for evaluation.

- a. Documentation that your firm and staff are certified pursuant to OSHA 29 CFR 1910.120.
- b. The name of the person with primary responsibility for safety programs within the corporation (Health and Safety Officer).
- c. An outline of your firm's health and safety policy and measures used to recognize hazards and prevent injuries at drilling sites.
- d. An actual or sample (HASP) is **not** required as a submittal.

**4. General Cost Detail Form**

Contractors are required to submit prices in the format shown on the General Cost Detail Form included in Appendix D. These prices are those that NMED will pay for drilling, sampling, well completion and development at sites state-wide.

Unit costs on the General Cost Detail Form are based on the following assumptions:

- a. Drilling unit costs include:
  1. The drill rig and related equipment and labor costs for OSHA-trained personnel.
  2. The decontamination of equipment prior to use.
  3. The cutting through asphalt or thin concrete, if present.
  4. The drilling of a borehole at least 4-inches larger in diameter than the well casing diameter.
  5. A downhole borehole deviation measurement taken every 40 feet after a depth of 200 feet below grade.
  6. The placing cuttings in drums or on plastic sheeting prior to waste disposal.
  7. Providing water required for drilling operations and maintaining a clean and safe working area.
  8. Footage is paid at total depth drilled. (For example: 310 foot well will be paid at the 300-400 foot rate)
- b. Surface Casing Install unit costs include:
  1. The drill rig and related equipment, and labor costs for OSHA-trained personnel.
  2. The delivery of materials to the site.
  3. The cost of the steel surface casing.
  4. The placement of the casing to the depth required.
  5. The filling of the annular space with grout slurry (cement with 5% bentonite).
- c. Well Completion unit costs include:
  1. The drill rig and related equipment, and labor costs for OSHA-trained personnel.
  2. All installation and materials i.e. threaded, flush-jointed Schedule 40 PVC casing, 15-foot screen lengths, and end caps.
  3. A gravel pack to extend at least than 2.5 feet above the top of the screen; gravel pack surged prior to placement of the plug;
  4. A thin layer of finer sand placed between the top of the gravel pack and the plug.
  5. The placement of a 5-foot bentonite plug.

6. Backfill to the surface with grout slurry (cement with 5% bentonite unless otherwise specified).
  7. The emplacement of annular material with a tremie pipe.
  8. The placement of centralizers every 50 feet.
  9. An above-grade or sub-grade surface completion with a traffic-rated manhole covered vault of steel, locking well cover; a locking well cap with a keyed-alike locks; a 2 foot by 2 foot concrete pad completed around the manhole cover in such a manner that water will drain from the well site. Footage is paid at total depth completed. (For example: 310 foot well will be paid at the 300-400 foot rate).
- d. Well Development unit costs (i.e. well development will be performed as directed by the NMED's project officer until water is clear, turbidity has reduced to 5 NTUs or less, and field parameters have stabilized) include:
1. The drill rig and related equipment, and labor costs for OSHA-trained personnel.
  2. One or more of the following:
    - a. Jetting the screen area;
    - b. Using a surge block to withdraw fines;
    - c. Pumping/bailing the well.
- e. Nested Wells unit costs include:
1. Drilling billed as describe in "Drilling" (above) by computing the cost for drilling a borehole for a 4" well to depth.
  2. Completion and development billed as described in (c) Well Completion and (d) Well Development(above) at costs for each 2" well.
  3. Spacers installed between the casings to avoid twisting and to ensure placement of a complete seal between zones.
- f. Borehole Abandonment unit costs include:
1. The drill rig and related equipment, and labor costs for OSHA-trained personnel.
  2. The removal of the casing if present.
  3. The plugging of the borehole with a grout slurry (cement with 5% bentonite) in such a manner that no voids are created.
- g. Collection of Soil and Groundwater Samples unit costs include:
1. The drill rig and related equipment, and labor costs for OSHA-trained personnel.
  2. The decontamination of downhole tools between each sample.
  3. All necessary downhole sampling tools such as a split-spoon sampler, core barrel, hydropunch, and so forth.
  4. Plastic sheeting on which to lay samples.
- h. Waste Disposal unit costs ("RCRA Hazardous Waste" disposal shall be coordinated and/or subcontracted by the Contractor with a licensed waste disposal facility, or in a manner approved by the EPA and the NMED. NMED will sign manifests as waste generator) include:
1. equipment and OSHA-trained personnel to containerize wastes on-site.
  2. coordination and scheduling the waste acceptor facility and/or waste handling subcontractors (level of hazard will be determined by NMED).
  3. transportation to the appropriate waste acceptor facility.

4. providing waste handling documentation to the NMED upon completion of waste handling.
- i. Changes to work plans and task assignments (e.g. change orders), such as requesting the installation of poles around an above-grade surface completion, or inserting brass tubes in the split-spoon sampler, and so forth, must be approved in writing prior to commencement of the work.

5. **Sample Work Plans**

Two sample work plans are presented in Appendix C. They are actual sites but hypothetical work plans (Work Plan #1, Nacimientito Copper Mine and Work Plan #2, Socorro Chlorinated Solvents) incorporating a number of different site factors that may be encountered in the course of the NMED's work, and is intended to determine the technological limits-and associated costs-of Offerors' capabilities.

- a. A response to the following is required for each of the two sample work plans attached in Appendix C (Work Plan #1, Nacimientito Copper Mine and Work Plan #2, Socorro Chlorinated Solvents)
  1. Discuss the types of drilling appropriate for the geologic conditions that will be encountered in the two sample work plans included in Appendix C. Outline the method of drilling proposed and the type of rig that will be used for each work plan.
  2. Describe the equipment and techniques to be used to collect soil or in-situ groundwater samples during drilling as outlined in the two sample work plans (Appendix C).
  3. For the two sample work plans included in Appendix C, discuss method of well completion, how to ensure well materials are emplaced properly downhole, ways to avoid cross-contamination, how to keep wells aligned, and how the annulus of nested wells will be properly filled.
  4. Describe how wells will be developed and equipment that will be used for development for the two sample work plans.
  5. Describe how IDW will be dealt with during drilling and development of wells.
  6. Discuss ideas to improve the two projects as described and alternative methods that may be employed for well drilling, sampling, completion and well development.
  7. Provide an estimate of the number of working days required to complete the tasks in each of the sample work plans.
  8. State assumptions, in addition to those for the General Cost Detail Form, made when addressing each sample work plan in discussions above.
  9. Outline the tasks that are expected to be completed by a subcontractor.
- b. Offerors are required to provide total project costs for the two sample work plans found in Appendix C on the corresponding Work Plan Cost Forms found in Appendix D. Offeror is advised to complete the General Cost Detail Form (Appendix D) prior to completing the two Work Plan Cost Forms (Appendix D) for the two sample work plans because costs must correlate. Calculation of prices shown on Work Plan Cost Forms must be made using the basic unit costs submitted on the General Cost Detail Form. **NOTE:** A sample Example Work Plan, Example General Cost Detail Form and Example Work Plan Cost Form are included in Appendix D. The example demonstrates how the General Cost Detail Form is used in completing the Work Plan Cost Form for drilling required in the Example Work Plan. The example is included as guidance to assist you in assuring that your Work Plan Cost Forms are completed in a manner consistent

with your General Cost Detail Form. Fictitious prices have been entered into the Example General Cost Detail Form.

1. The offeror shall use the unit costs they have listed on General Cost Detail Form to determine the price estimates appropriate for the well depths required in the two sample work plans, except for contracted work. The blank Work Plan Cost Forms for calculating costs as provided in Appendix D must be used.

The Offeror will lose a significant number of points as part of the cost section evaluation if the total price estimate quoted on the two work plan cost forms cannot be computed using the General Cost Detail Form submitted by the Offeror as part of this RFP (except for subcontracted work).

2. The Offeror must identify and provide a short discussion as to the impact of additional assumptions made by the offeror (in Section III.A.3.h., page 20) on the Work Plan Cost Forms.
3. The offeror is required to submit a subcontractor's estimate that enumerates prices for any subcontracted work needed to complete the tasks in the two sample work plans. The subcontractor's price to the offeror and the surcharge percentage the offeror intends to charge NMED for subcontracted work must be noted on the Work Plan Cost Forms for the two sample work plans.
4. The Offeror must include a discussion of various circumstances that may cause the actual cost of a project to be more than that proposed in the work plan. Include a description of how unforeseen circumstances will be accounted for in a cost estimate.

**6. Offeror's Terms and Conditions**

Offeror may respond to any terms and conditions to those set forth herein and may list any additional terms and conditions it deems essential.

**7. Other Supporting Material**

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

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. All discussion of proposed costs, rates or expenses must occur only with the cost response forms.

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

## **V. EVALUATION**

### **A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point value assigned to each. These weighted factors will be used in the evaluation of individual offeror proposals. Only finalist offerors will receive points for oral presentation

### **1. Quality of Response (50 Points)**

- What minor deviations were evident in proposal format?
- Was the proposal clear?
- Was the proposal thorough?

### **2. References (100 Points)**

- How did references rate offeror's work?
- How did references rate offeror's timeliness and dependability?
- How did references rate offeror's safety precautions?
- How did references rate offeror's professional attitude?
- Would references hire offeror again?
- Was offeror's work completed on schedule?
- Was work considered investigative? Was sampling involved?
- Did projected costs for project correlate with final costs?
- How clear was the billing? Were bills itemized?

### **3. Experience/ Technical (500 points)**

#### **A. Equipment and Capabilities (350 Points)**

- Type and number of drilling rigs and other equipment.
- Ability to work at more than one site at a time.
- Experience with investigative drilling at environmentally sensitive sites.
- Firm's procedures for well installation, completion, development, and abandonment.
- Examples of offeror's experience at hazardous waste sites.
- Knowledge of federal and New Mexico environmental laws and regulations.
- Clarity and accuracy in comparing and contrasting drilling techniques for investigation of DNAPLs and LNAPLs.
- Experience in collecting in-situ groundwater samples.
- Experience in disposing of investigative wastes and decontamination of equipment.
- Average time required to begin work after notice to proceed.
- A description of offeror's preparedness to respond to equipment failure or breakdown or to handle unforeseen circumstances.

### **B. Offerors Experience (100 Points)**

- Staff education.
- Staff experience with investigative drilling.
- Staff ability to operate equipment.

### **C. Health and Safety Plan (50 Points)**

- Are the firm and staff OSHA 29CRF1910 qualified?
- Does the firm offer its staff health and safety programs?
- Does the firm employ a health and safety officer?
- Are the safety policy and procedures the firm uses to identify and prevent accidents at drilling sites adequate and thorough? How aggressively safety conscious is firm?

## **4. Pricing (300 Points)**

- Evidence of reasonable and competitive overall pricing as shown on General Cost Detail Form in Appendix D
- Evidence of reasonable and competitive cost estimates shown on Work Plan Cost Forms.
- Can the costs for drilling, completion and development shown on the Work Plan Cost Forms for the two sample work plans be computed by using the General Cost Detail Form?
- Were the cost estimates affected by assumptions made in completing the Work Plan Cost Forms for the two sample work plans thoroughly explained?
- Were realistic and practical approaches to handle unforeseen circumstances that may cause the cost to exceed the proposed estimate taken into consideration?

## **5. Sample Work Plans (200 Points)**

### **A. Work Plan #1 (100 Points)**

- Were drilling methods proposed appropriate for the geologic conditions?
- Was drill rig proposed considered low impact or all terrain?
- Was proposed technique and equipment for well development properly chosen?
- Did offeror have good suggestions to improve the project?
- Was time estimate to complete the job reasonable and include all tasks?
- Were assumptions made by Offeror explained clearly for completing the job and costing?
- Were subcontractors required to complete job, were they listed?

### **B. Work Plan #2 (100 Points)**

- Were drilling methods proposed appropriate for the geologic conditions expected to be encountered?
- Were equipment and techniques proposed to collect soil and ground water samples during drilling sound?
- Were well completion methods environmentally sound?

- Were proposed methods to keep nested wells aligned efficient and effective?
- Was the proposed method of filling the borehole annulus likely to avoid cross-contamination? Was the method chosen efficient and effective?
- Was proposed technique and equipment used for well development properly chosen?
- Would storage during drilling and removal of investigative derived wastes prohibit further contamination and was disposal proper?
- Did offeror have good suggestions to improve the project that achieved the goals of the work plans?
- Was time estimate to complete the job reasonable and include all tasks?
- Were assumptions made by offeror when addressing the sample work plans identified? Were assumptions clearly stated?
- Did assumptions impact the sample work plans and were those impacts discussed?
- What work was expected to require subcontracting? Why? Was the expected markup for subcontracting identified?

Offeror is advised to complete the General Cost Detail Form (Appendix D) prior to completing cost estimates for the sample work plans (also in Appendix D) because costs must correlate.

The offeror shall use the unit costs they have listed on General Cost Detail Form to determine the price estimates appropriate for the well depths required in the two sample work plans, except for contracted work. The blank forms for calculating costs as provided in Appendix D must be used.

**NOTE:** A simple Example Work Plan is included in Appendix D. With the plan are those parts relevant to completing the Work Plan Cost Form for drilling required in the Example Work Plan using the General Cost Detail Form. The example is included as guidance to assist you in assuring that your Work Plan Cost Forms for the sample work plans are completed in a manner consistent with your General Cost Detail Form. Fictitious prices have been entered into the General Cost Detail Form for the example.

The offeror is required to submit a subcontractor's estimate that enumerates prices for any subcontracted work needed to complete the tasks in the two sample work plans.

The subcontractor's price to the offeror and the surcharge percentage the offeror intends to charge NMED for subcontracted work must be noted if included in the cost estimates of the two sample work plans.

THE OFFEROR MAY LOSE A SIGNIFICANT NUMBER OF POINTS AS PART OF THE COST SECTION EVALUATION IF THE TOTAL PRICE ESTIMATE QUOTED ON THE TWO WORK PLAN COST FORMS CANNOT BE COMPUTED USING THE GENERAL COST DETAIL FORM SUBMITTED BY THE OFFEROR AS PART OF THIS RFP (EXCEPT FOR SUBCONTRACTED WORK).

## **6. Oral Presentation (100 Points)**

Finalist offerors will be awarded up to 100 points for their oral presentation based upon clarity of presentation, ability to answer both technical and application questions, and demonstrated understanding of a sample drilling work plan. Oral presentation will be completed if no single offeror is clearly considered the best.

- Clarity of presentation?

- Ability to answer technical and application questions
- Demonstrated understanding of specific drilling scenarios

**B. EVALUATION PROCESS**

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.19.
4. Responsive proposals will be evaluated on the factors in Section IV which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section IV, will be recommended for contract award to the State Purchasing Agent as specified in Section II, Paragraph B.12. Please note that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **Acknowledgement of Receipt Form**

**REQUESTS FOR PROPOSALS  
Well Drilling Services**

**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 F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00 PM Mountain Standard Time on February 9, 2010**. 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.: \_\_\_\_\_

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.

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

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

Phone # (505) 827-0039 Fax (505) 827-2965

**APPENDIX B**

**CERTIFICATIONS & DOCUMENTATION**

**New Mexico Employees Health Coverage Form**

**Certification of Independent Price Determination**

**Disclosure Requirements/Conflict of Interest Certification**

**Campaign Contribution Disclosure Form**

**Contractor References**

### New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_

Date \_\_\_\_\_

**New Mexico Environment Department**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(Must be included with Bid or Proposal)

**Environmental Drilling 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)

**Environmental Drilling 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.

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

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

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

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

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(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-law, 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)

**RFP # 10-667-00-13483  
CONTRACTOR REFERENCES  
Environmental Drilling 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: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

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

**Reference Number 2**

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

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

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

Address of Firm: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

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

**Reference Number 3**

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

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

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

Address of Firm: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

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

**APPENDIX C**  
**SAMPLE WORK PLANS**

Work Plan #1  
Nacimiento Copper Mine

Work Plan #2  
Socorro Chlorinated Solvents Site

## **Work Plan #1 Nacimiento Copper Mine Site**

### **Project Information**

The Nacimiento Copper Mine Site is located approximately 3.5 miles southeast of Cuba, New Mexico, just north of State Highway 126. Access to the facility is via dirt roads south and north of the mine site. Fencing is located on all sides of the property, except along the eastern boundary where the topography slopes steeply uphill. Depth to water south (below) of the tailings dam is at 100 feet bgs. The contaminants of concern (COC) are metals and acidity. A minimum amount of surface disturbance accessing the drilling site is required. Currently there is no direct road system to access the site, therefore a low impact or all terrain drill rig will be required.

The goal of this project is to determine if any COC's are in the ground water below the tailings dam. The geology of the site consists of alluvium overlaying Cretaceous and Jurassic sandstones and shales.

### **Tasks**

Install one monitoring well according to the following guidelines:

#### General Drilling Specifications:

- All drill bits, drill rods, and down-hole tools shall be thoroughly cleaned immediately prior to the start of drilling.
- The borehole diameter shall be drilled a minimum of 4 inches larger than the casing diameter to allow for the emplacement of sand and sealant.
- If drilling fluids are required in the proposed drilling method, no contaminants shall be present in drilling fluids.
- After completion, the well should be allowed to stabilize for 24 hours before development is initiated.
- The well shall be developed so that formation water flows freely through the screen and is not turbid, and all sediment has been removed from the well.

#### Well Specifications:

Schedule 40 or heavier PVC pipe, not less than 2 inches ID, shall be used as casing. The casing shall extend from the top of the screen to at least one foot above ground surface. No glues shall be used at casing joints; threaded PVC is preferred. The top of the casing must be protected by a cap, and the exposed casing must be protected by an above grade locking shroud. The shroud shall be large enough in diameter to allow easy access for removal of the plastic cap on the PVC casing.

A 20-foot section of machine slotted or other manufactured screen shall be installed. A slot size of 0.010-inch is generally adequate for most installations. (No hack-saw slotting.)

The top of the screen shall be 5 feet above the water table to allow for seasonal fluctuations.

The screen section shall have centralizers at the top and bottom.

The annular space from 2 feet below the bottom of the screen to 2 feet above the top of the screen shall be packed with clean, medium to coarse sand. The sand pack shall be properly sized to prevent fine particles in the formation from entering the well. For wells deeper than 30 feet, the sand shall be placed by a tremmie pipe. The well should be surged or bailed to settle the sand pack and additional sand added, if necessary, before the bentonite/cement is emplaced.

The annular space above the sand pack shall be sealed at least 2 feet above the sand pack. Pressure grouting with bentonite or cement using a tremmie pipe is preferred. An alternative is to form a bentonite seal by emplacing and hydrating bentonite pellets (0.25 or 0.5 inch in size). Adequate time should be allowed for the bentonite/cement to cure before placing materials on top of the seal. The remaining borehole must be sealed with a bentonite-cement grout seal (2 to 8% bentonite by weight) and allowed to cure for at least 24 hours before installing a surface pad.

A 2 X 2 foot concrete pad (4-inch minimum thickness) shall be poured around the shroud. The concrete and surrounding soil shall be sloped to direct rainfall and runoff away from the shroud.

Each well will be properly surged, jetted, and developed until turbidity is reduced to 5 NTUs and field parameters have stabilized

#### Summary of Scope of Work

- Site in Cuba, New Mexico.
- Depth to water is at 100 feet bgs.
- Low impact or all terrain drill rig required.
- Geology consists of alluvium to 25 feet bgs., sandstone and shale from 25 feet bgs to >125 feet bgs.
- Contaminates of concern are metals and acidity.
- Installation of one monitoring well.

Please provide the following information in **Part H** of your proposal.

- Drilling methods and the type of drill rig used.
- How well will be developed.
- Ideas to improve the project.
- Estimate the number of days to complete the project.
- Assumptions, in addition to those for the General Cost Detail Form used for completing the job and costing.
- Work that will be subcontracted.
- Cost estimate – Please provide costs on the form in **Appendix D** using the standard unit per foot cost proposed on the General Cost Detail Form **Appendix D**.

## **Work Plan # 2**

### **Socorro Chlorinated Solvents Site**

#### **Project Information**

The Socorro Chlorinated Solvents Site is located in Socorro, New Mexico. The site is characterized by soil and ground water that has been contaminated with the chlorinated solvents tetrachloroethene (PCE), trichloroethene (TCE), and dichloroethene (DCE). The geology at the site consists of interbedded gravels, sands, clays and silts typical of the Rio Grande alluvial deposits. Ground water occurs at a depth of 25 feet below ground surface (bgs). Two aquitards, consisting of 15 foot thick clay layers, exist beneath the site at depths from 65 to 80 feet below bgs and from 165 to 180 feet bgs. The boreholes will be installed in undeveloped land.

#### **Tasks**

Tasks to be completed in this scope of work include: 1) advancing twenty direct push boreholes with soil sample collection and in-situ ground water sample collection, 2) drilling six relatively shallow boreholes for collection of soil samples and monitoring well installation and development, 3) drilling 4 deep boreholes which will require sealing off hydraulic zones during drilling to avoid cross contamination, in-situ ground water sampling, and monitoring well installation and development 4) disposal of investigation derived wastes (IDW) generated in Tasks 1 through 3.

For bidding and costing assume the following specific tasks will be performed.

##### **Task 1**

20 boreholes will be installed using direct push technology (DPT) to a depth 5 feet below the water table. Soil samples will be collected at 5-foot intervals and one in-situ water sample will be collected from each borehole. Ten of the boreholes will be installed within street right of way.

##### **Task 2**

Six borings will be drilled using hollow stem auger method to a depth of 35 feet bgs. Continuous soil samples will be collected. Each borehole will be completed as a 2-inch PVC monitoring well with a 15-foot screen. Monitoring wells will be completed above grade.

##### **Task 3**

Four deep boreholes will be drilled to a depth of 200 feet bgs utilizing an appropriate drilling method selected by the offeror (driller). Soil samples will be collected every 20 feet and 4 in-situ water samples will be collected from each boring at the following depths: 60, 100, 160 and 200 feet bgs.

All four of these deep boreholes will be completed as 4-inch PVC monitoring wells with 10-foot screens. Monitoring wells will be completed at grade with 12-inch

manholes. Two of the monitoring wells will be completed at the drilled depth of 200 feet bgs. The other 2 monitoring wells will be completed at a depth of 100 feet with their 100 to 200 foot drilled portions grouted and sealed.

Surface casing will need to be installed into the aquitards within each boring unless the proposed drilling method is intrinsically capable of sealing off hydraulic zones during drilling. Each well will be properly developed until turbidity is reduced to 5 NTUs and field parameters stabilize.

#### **Task 4**

IDW generated in Tasks 1 through 3 must be containerized, transported and disposed of properly.

Please detail the following information in **Part H** of your proposal and subdivide your proposal by Task (1, 2, 3, and 4).

1. Drilling method(s) and the type of drill rig(s) to be used.
2. Method of collecting soil samples.
3. Method of well completion.
4. Method of filling the borehole annulus to avoid cross-contamination.
5. How the wells will be developed (include equipment to be used).
6. How the Investigative Derived Wastes will be handled on site during drilling, and development.
7. Estimate the number of days to complete the project.
8. Assumptions, in addition to those for the **General Cost Detail Form**, used for completing the job and costing.
9. Work that will be subcontracted.
10. Cost estimate- Please provide costs on the form in **Appendix D** using the standard unit per foot costs proposed on the **General Cost Detail Form Appendix D**.
11. Discuss ideas and methods that could be used to improve the project and provide time or cost savings.

## **APPENDIX D**

### **COST FORMS**

Example Work Plan

General Cost Detail Form

Sample Work Plan Cost Forms

## Example Work Plan

Note: For this Example Work Plan it is assumed that drilling will be done with a Hollow Stem Auger. Geology consists of unconsolidated silts, sands, and gravel.

### Tasks

Install two 2" monitor wells. The anticipated total depth for one well is 125 feet. The other well will be completed to 220 feet.

Each well will contain a 15 foot screen interval. Well completion materials will consist of flush-jointed, threaded Schedule 40 PVC 2" casing and 0.010 slotted screen. No silt trap will be used; only an end cap will be placed on the bottom of the screen.

### Example General Cost Form

Drilling Method: Hollow Stem Auger (Costs are Fictitious)

Depth (ft bgs)	Drilling	Well	Well
	2" well (\$/ft)	Completion 2" well (\$/ft)	Development 2" well (\$/ft)
0-50	1.00	1.00	1.00
50-100	2.00	1.00	3.00
100-150	3.00	2.00	5.00
150-200	4.00	2.00	7.00
200-250	5.00	3.00	9.00
250-300	6.00	3.00	11.00

### Example Cost Detail Form

Depth (ft bgs)	Drilling	Well	Well	Total Footage	Subtotal (\$)
	2" well (\$/ft)	Completion 2" well (\$/ft)	Development 2" well (\$/ft)		
0-50	1.00	1.00	1.00	100	300.00
50-100	2.00	1.00	3.00	100	600.00
100-150	3.00	2.00	5.00	75	750.00
150-200	4.00	2.00	7.00	50	650.00
200-250	5.00	3.00	9.00	20	340.00
250-300	6.00	3.00	11.00		
<b>X</b>					<b>=</b>
					<b>2640.00</b>

## General Cost Detail Form NMED Environmental Drilling RFP - 2010

**Assumptions for drilling company to use for pricing:**

Minimum borehole diameter will be 4" greater than well casing diameter  
2" wells will have 8" steel surface casing where required  
4" wells will have 10" steel surface casing where required  
Schedule 40 PVC casing/screen/end cap material;  
flush-jointed, threaded  
Sand, plug, and grout will be emplaced through tremie pipe  
All materials and equipment will be decontaminated prior to each location  
Field activities will be conducted in Level D PPE

15-foot screen interval  
No sump, only an end cap on wells  
Sand pack will extend at least 2.5' above top of screen  
Sand pack will be surged before placement of plug  
5' bentonite plug (chips/pellets/powder)  
Centralizers every 50'  
Backfill with grout (cement w/ 5% bentonite)  
Deviation survey performed every 40' after 200'

Boreholes will be abandoned w/ grout slurry  
Above-grade or subgrade well completion  
Locking well cap w/ lock  
2' X 2' Concrete pad  
Nested wells will be computed by adding cost for  
drilling a borehole for a 4" well with well completion  
and development costs for 2" wells for each 2" well

	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drilling 4" well (\$/ft)	Well Completion 4" well (\$/ft)	Well Development 4" well (\$/ft)	Drill & Install 8" Surface Casing (\$/ft)	Drill & Install 10" Surface Casing (\$/ft)	Drill & Install 12" Surface Casing (\$/ft)
Drilling Method:	0-50									
	50-100									
<b>Hollow Stem Auger</b>	100-150									
	150-200									
Part of Inventory:	200-250									
	250-300									

Please specify how deep firm can drill into the saturated zone:

	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drilling 4" well (\$/ft)	Well Completion 4" well (\$/ft)	Well Development 4" well (\$/ft)	Drill & Install 8" Surface Casing (\$/ft)	Drill & Install 10" Surface Casing (\$/ft)	Drill & Install 12" Surface Casing (\$/ft)
Drilling Method:	0-100									
	100-200									
<b>Mud Rotary</b>	200-300									
	300-400									
Part of Inventory:	400-500									
	500+									

	<b>Depth (ft bgs)</b>	<b>Drilling 2" well (\$/ft)</b>	<b>Well Completion 2" well (\$/ft)</b>	<b>Well Development 2" well (\$/ft)</b>	<b>Drilling 4" well (\$/ft)</b>	<b>Well Completion 4" well (\$/ft)</b>	<b>Well Development 4" well (\$/ft)</b>	<b>Drill &amp; Install 8" Surface Casing (\$/ft)</b>	<b>Drill &amp; Install 10" Surface Casing (\$/ft)</b>	<b>Drill &amp; Install 12" Surface Casing (\$/ft)</b>
Drilling Method:	0-100									
	100-200									
<b>Hammer Percussion</b>	200-300									
	300-400									
Part of Inventory:	400-500									
	500+									
Y/N										

	<b>Depth (ft bgs)</b>	<b>Drilling 2" well (\$/ft)</b>	<b>Well Completion 2" well (\$/ft)</b>	<b>Well Development 2" well (\$/ft)</b>	<b>Drilling 4" well (\$/ft)</b>	<b>Well Completion 4" well (\$/ft)</b>	<b>Well Development 4" well (\$/ft)</b>	<b>Drill &amp; Install 8" Surface Casing (\$/ft)</b>	<b>Drill &amp; Install 10" Surface Casing (\$/ft)</b>	<b>Drill &amp; Install 12" Surface Casing (\$/ft)</b>
Drilling Method:	0-100									
	100-200									
<b>Rotosonic or Other</b>	200-300									
	300-400									
Part of Inventory:	400-500									
	500+									
Y/N										

	<b>Depth (ft bgs)</b>	<b>Drilling 2" well (\$/ft)</b>	<b>Well Completion 2" well (\$/ft)</b>	<b>Well Development 2" well (\$/ft)</b>	<b>Soil Boring (\$/ft)</b>
Drilling Method:	0-50				
	50-100				
Part of Inventory:	>100				
Y/N					

State of New Mexico Environment Department  
RFP # 10-667-00-13483  
Environmental Investigation Drilling Services

<u>Other Costs:</u>	<u>Cost (\$)</u>	<u>Unit</u>
55-Gallon Drums		drum
20 Yard Roll-off Bin		rental/bin/week
5000 Gallon Tank		rental/tank/week
<b>Waste Disposal:</b>		
Non-hazardous		55-gallon drum - soil
Non-hazardous RCRA-hazardous		55-gallon drum - liquid
RCRA-hazardous		55-gallon drum - soil
RCRA-hazardous		55-gallon drum - liquid
Non-hazardous		20-yd bin -soil
Non-hazardous RCRA-hazardous		5000 gal liquid
RCRA-hazardous		20-yd bin -soil
RCRA-hazardous		5000 gal liquid
Mob/Demob		mile
Standby Time		hour
Per Diem Level C Surcharge		day
Drill and install surface casing larger than 12"		percentage
		percent per inch diameter

<u>Other Costs:</u>	<u>Cost (\$)</u>	<u>Unit</u>
Borehole Abandonment		foot
Borehole Abandonment w/overdrilling		foot
Split-spoon Sample Collection Continuous Core		sample
		5-foot interval
Water Sample Collection (during drilling)		sample
Traffic Control		week
Backhoe Rental		day
Plastic Sheeting		roll
40 Yard Roll-off Bin		rental/bin/week
Expert Testimony		hour
Safety Poles		pole; installed
Helper, OSHA trained		hour
Journeyman, OSHA trained		hour
Subcontractor Coordination Fee		percentage; for subcontracting not already included in a unit cost such as; concrete-cutting, geophysical logging, surveying, etc.

Assumptions:

- Steam-cleaner provided by driller and decontamination costs included in unit costs above
- Utility clearance and property access provided by NMED
- NMED will characterize waste for disposal (ie, RCRA- or non-hazardous)
- New Mexico Gross Receipts tax should not be included in basic unit costs

State of New Mexico Environment Department  
RFP # 10-667-00-13483  
Environmental Investigation Drilling Services

Contractor will coordinate/subcontract waste handling; NMED will sign waste manifests as generator

**Other Costs / Comments:**

**Miscellaneous Costs:** (for equipment and material such as air compressors, generators, pumps, etc.)

**Description/Capacity**

**Cost (\$)**

**Unit**

**Work Plan #1, Cost Form - Nacimiento  
 NMED Drilling RFP - 2010**

**Instructions:** Please cost the Nacimiento work plan using the form below using the basic unit costs listed on your General Cost Detail Form.

**Assumptions for drilling company to use for pricing:**

Minimum borehole diameter will be 4" greater than well casing diameter  
 2" wells will have 8" steel surface casing where required  
 4" wells will have 10" steel surface casing where required  
 Schedule 40 PVC casing/screen/end cap material;  
 flush-jointed, threaded  
 Sand, plug, and grout will be emplaced through tremie pipe  
 All materials and equipment will be decontaminated prior to each location  
 Field activities will be conducted in Level D PPE

15-foot screen interval  
 No sump, only an end cap on wells  
 Sand pack will extend at least 2.5' above top of screen  
 Sand pack will be surged before placement of plug  
 5' bentonite plug (chips/pellets/powder)  
 Centralizers every 50'  
 Backfill with grout (cement w/ 5% bentonite)  
 Deviation survey performed every 40' after 200'

Boreholes will be abandoned w/ grout slurry  
 Above-grade or subgrade well completion  
 Locking well cap w/ lock  
 2' X 2' Concrete pad  
 Nested wells will be computed by adding cost for drilling a borehole for a 4" well with well completion and development costs for 2" wells for each 2" well

**PART 1:**

	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drill & Install 8" Surface Casing (\$/ft)		Total Footage		Subtotal (\$)
Drilling Method:  <b>Hollow Stem Auger</b>	0-50					<b>X</b>		=	
	50-100								
	100-150								
	150-200								
	200-250								
	250-300								
Drilling Method:  <b>Mud Rotary</b>	0-100					<b>X</b>		=	
	100-200								
	200-300								
	300-400								

400-500				
500+				



	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drill & Install 8" Surface Casing (\$/ft)
Drilling Method:	0-100				
	100-200				
<b>Hammer Percussion Driver</b>	200-300				
	300-400				
	400-500				
	500+				

X

Total Footage

=

Subtotal (\$)

	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drill & Install 8" Surface Casing (\$/ft)
Drilling Method:	0-100				
	100-200				
<b>Rotosonic or Other</b>	200-300				
	300-400				
	400-500				
	500+				

X

Total Footage

=

Subtotal (\$)

<b>Total (\$), Part 1:</b>
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**PART 2:**

<b>Other Costs:</b>	<b>Cost (\$)</b>	<b>Unit</b>		<b>Cost (\$)</b>	<b>Unit</b>
55-Gallon Drums		drum	Borehole Abandonment		foot
20 Yard Roll-off Bin		rental/bin/week	Borehole Abandonment w/overdrilling		foot
5000 Gallon Tank		rental/tank/week	Split-spoon Sample Collection		sample
Waste Disposal:			Continuous Core		5-foot interval
Non-hazardous		55-gallon drum - soil	Water Sample Collection		sample
Non-hazardous		55-gallon drum - liquid	(during drilling)		
RCRA-hazardous		55-gallon drum - soil	Traffic Control		week
RCRA-hazardous		55-gallon drum - liquid	Backhoe Rental		day
Non-hazardous		20-yd bin -soil	Plastic Sheeting		roll
Non-hazardous		5000 gal liquid	40 Yard Roll-off Bin		rental/bin/week
RCRA-hazardous		20-yd bin -soil	Expert Testimony		hour
RCRA-hazardous		5000 gal liquid	Safety Poles		pole; installed
Mob/Demob		mile	Helper, OSHA trained		hour
Standby Time		hour	Journeyman, OSHA trained		hour
Per Diem		day	Subcontractor Coordination Fee		percentage; for subcontracting not already
Level C Surcharge		percentage			included in a unit cost, such as concrete-cutting,
Drill and install surface casing					geophysical logging, security guard services, etc.
larger than 12"		percent per inch diameter			

**Assumptions:**

Steam-cleaner provided by driller and decontamination costs included in unit costs above

Utility clearance and property access provided by NMED

NMED will characterize waste for disposal (ie, RCRA- or non-hazardous)

<b>Total (\$), Part 2:</b>
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New Mexico Gross Receipts tax should not be included in basic unit costs  
Contractor will coordinate/subcontract waste handling; NMED will sign waste manifests as generator

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<b>GRAND TOTAL (\$) (PART 1 + PART 2):</b>
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**NMED Drilling RFP - 2010**

**Instructions:** Please cost the Socorro Chlorinated Solvents work plan using the form below and the basic unit costs listed on your General Cost Detail Form

**Assumptions for drilling company to use for pricing:**

Minimum borehole diameter will be 4" greater than well casing diameter  
 2" wells will have 8" steel surface casing where required  
 4" wells will have 10" steel surface casing where required  
 Schedule 40 PVC casing/screen/end cap material; flush-jointed, threaded  
 Sand, plug, and grout will be emplaced through tremie pipe  
 All materials and equipment will be decontaminated prior to each location  
 Field activities will be conducted in Level D PPE

15-foot screen interval  
 No sump, only an end cap on wells  
 Sand pack will extend at least 2.5' above top of screen  
 Sand pack will be surged before placement of plug  
 5' bentonite plug (chips/pellets/powder)  
 Centralizers every  
 Backfill with grout (cement w/ 5% bentonite)  
 Deviation survey performed every 40' after 200'

Boreholes will be abandoned w/ grout slurry  
 Above-grade or subgrade well completion  
 Locking well cap w/ lock  
 2' X 2' Concrete pad  
 Nested wells will be computed by adding cost for drilling a borehole for a 4" well with well completion and development costs for 2" wells for each 2" well

**Part 1:**

	Depth (ft bgs)	Drilling 2" well (\$/ft)	Well Completion 2" well (\$/ft)	Well Development 2" well (\$/ft)	Drill and Install 8" Surface Casing (\$/ft)	Total Footage	Subtotal (\$)
Drilling Method:	0-50						
	50-100						
<b>Hollow Stem Auger</b>	100-150					<b>X</b>	<b>=</b>
	150-200						
	200-250						
	250-300						

	Depth (ft bgs)	Drilling 4" well (\$/ft)	Well Completion 4" well (\$/ft)	Well Development 4" well (\$/ft)	Drill and Install 10" Surface Casing (\$/ft)	Total Footage	Subtotal (\$)
Drilling Method:	0-100						
	100-200						
<b>Mud Rotary</b>	200-300					<b>X</b>	<b>=</b>
	300-400						
	400-500						
	500+						

	Depth (ft bgs)	Drilling 4" well (\$/ft)	Well Completion 4" well (\$/ft)	Well Development 4" well (\$/ft)	Drill and Install 10" Surface Casing (\$/ft)
Drilling Method:	0-100				
	100-200				
<b>Hammer</b>	200-300				
<b>Percussion</b>	300-400				
	400-500				
	500+				

	Total Footage	=	Subtotal (\$)
<b>X</b>			

	Depth (ft bgs)	Drilling 4" well (\$/ft)	Well Completion 4" well (\$/ft)	Well Development 4" well (\$/ft)	Drill and Install 10" Surface Casing (\$/ft)
Drilling Method:	0-100				
	100-200				
<b>Rotasonic</b>	200-300				
<b>or Other</b>	300-400				
	400-500				
	500+				

	Total Footage	=	Subtotal (\$)
<b>X</b>			

	Depth (ft bgs)	Soil Boring	Soil Sampling	In-situ Ground Water Sample
Drilling Method:	0-25			
	25-50			
<b>Direct Push</b>	50 +			

**Total (\$), Part 1:**

**PART 2:**

State of New Mexico Environment Department  
RFP # 10-667-00-13483  
Environmental Investigation Drilling Services

<b>Other Costs:</b>	<b><u>Cost (\$)</u></b>	<b><u>Unit</u></b>		<b><u>Cost (\$)</u></b>	<b><u>Unit</u></b>
55-Gallon Drums		drum	Borehole Abandonment		foot
20 Yard Roll-off Bin		rental/bin/week	Borehole Abandonment w/overdrilling		foot
5000 Gallon Tank		rental/tank/week	Split-spoon Sample Collection		sample
Waste Disposal:			Continuous Core		5-foot interval
Non-hazardous		55-gallon drum - soil	Water Sample Collection		sample
Non-hazardous		55-gallon drum - liquid	(during drilling)		
RCRA-hazardous		55-gallon drum - soil	Traffic Control		week
RCRA-hazardous		55-gallon drum - liquid	Backhoe Rental		day
Non-hazardous		20-yd bin -soil	Plastic Sheeting		roll
Non-hazardous		5000 gal liquid	40 Yard Roll-off Bin		rental/bin/week
RCRA-hazardous		20-yd bin -soil	Expert Testimony		hour
RCRA-hazardous		5000 gal liquid	Safety Poles		pole; installed
Mob/Demob <sup>1</sup>		mile	Helper, OSHA trained		hour
Standby Time		hour	Journeyman, OSHA trained		hour
Per Diem <sup>2</sup>		day	Subcontractor Coordination Fee		percentage; for subcontracting not already included in a unit cost, such as concrete-cutting, geophysical logging, security guard services, etc.
Level C Surcharge Drill and install surface casing larger than 12"		percentage			
		percent per inch diameter			

<sup>1</sup> - measured by the shortest route as determined from the Rand McNally website

<sup>2</sup> - Per Diem and vehicle mileage costs as per State Per Diem and Mileage Act, 2.42.2 NMAC

Assumptions:

- Steam-cleaner provided by driller and decontamination costs included in unit costs
- Utility clearance and property access provided by NMED
- NMED will characterize waste for disposal (ie, RCRA- or non-hazardous)
- New Mexico Gross Receipts tax should not be included in basic unit costs
- Contractor will coordinate/subcontract waste handling; NMED will sign waste manifests as generator

**Total (\$), Part 2:**

**GRAND TOTAL (\$) (PART 1 + PART 2):**

## **Appendix E**

### Sample Contract Terms & Conditions

**STATE of NEW MEXICO  
ENVIRONMENT DEPARTMENT  
CONTRACT # \_\_\_\_\_**

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

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

B. Services will be performed at a wide range of potential hazardous waste sites throughout the State of New Mexico on an as needed basis.

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

**2. Compensation.**

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

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in totaling \$\_\_\_\_\_ shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the SPD. 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 SPD. This Agreement shall begin on **DATE** for a term of two years unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The Agency reserves the right to extend the contract for up to one additional two year term. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

### 4. **Termination.**

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

B **Termination Management.** Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall:

- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency;
- 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall

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

**5. Appropriations.**

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

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

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

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

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

**13. Amendment.**

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

**14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

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

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

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

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

exceed \$250,000 dollars.

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

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

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

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

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

**25. Authority.**

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

**26. Liability Insurance**

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

**27. 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.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State Purchasing Division below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

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

ID Number: 00-000000-00-0

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

This Agreement has been approved by the SPA:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing Agent for the State of New Mexico

## Attachment 1

### Scope of Work

### Performance Measures

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

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

**Example:** Goal: Reduce or Increase or Other Service [insert blank].<sup>1</sup>

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

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

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

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

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