

ISSUED BY

The New Mexico Environment Department



REQUEST FOR PROPOSALS

**FOR THE PROVISION OF
PROFESSIONAL SOLID WASTE ENGINEERING SERVICES**

RFP No. 11-667-00-00001

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

ISSUE DATE OCTOBER 11, 2010

TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. SUMMARY SCOPE OF WORK	5
C. MINIMUM QUALIFICATIONS.....	5
D.. SCOPE OF WORK.....	6
E.. PROCUREMENT MANAGER.....	7
F.. DEFINITION OF TERMINOLOGY	7
G.. BACKGROUND INFORMATION.....	10
H. PROCUREMENT LIBRARY	11
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	12
B. EXPLANATION OF EVENTS	13
1. Issue of RFP	13
2. Distribution List Response.....	13
3. Deadline to Submit Additional Questions.....	13
4. Response to Written Questions/RFP Amendments.....	13
5. Submission of Proposal.....	14
6. Proposal Evaluation.....	14
7. Selection of Finalists.....	14
8. Best and Final Offers from Finalists	14
9. Oral Presentation by Finalists	15
10. Finalize Contract	15
11. Contract Award.....	15
12. Protest Deadline	15
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement.....	16
2. Incurring Cost.....	16
3. Prime Contractor Responsibility.....	16
4. Subcontractors.....	16
5. Amended Proposals.....	16
6. Offeror's Rights To Withdraw Proposal.....	16
7. Proposal Offer Firm.....	17
8. Disclosure of Proposal Contents.....	17
9. No Obligation.....	17
10. Termination.....	17
11. Sufficient Appropriation.....	17
12. Legal Review.....	18
13. Governing Law.....	18
14. Basis for Proposal.....	18
15. Contract Terms and Conditions.....	18

16.	Offeror’s Terms and Conditions.....	18
17.	Contract Deviations.....	18
18.	Offeror Qualifications.....	19
19.	Right To Waive Minor Irregularities.....	19
20.	Change in Contractor Representatives.....	19
21.	Notice.....	19
22.	Agency Rights.....	19
23.	Right To Publish.....	19
24.	Ownership of Proposals.....	19
25.	Electronic mail address required.....	20
26.	Use of Electronic Versions of this RFP.....	20
27.	NM Pay Equity Initiative.....	20
III.	RESPONSE FORMAT AND ORGANIZATION	
A.	NUMBER OF RESPONSES	21
B.	NUMBER OF COPIES.....	21
C.	PROPOSAL FORMAT	21
	1. Proposal Organization	21
	2. Letter of Transmittal.....	22
IV.	MANDATORY SPECIFICATIONS	
A.	MANDATORY SPECIFICATIONS	
	1. Proposal Summary & Technical approach	23
	2. Professional Qualifications Summary.....	23
	3. Conflict of Interest	23
	4. New Mexico Residency.....	23
	5. Summary of Qualifications As Demonstrated by Experience.....	23
	6. Writing Sample	24
	7. Other Requirements.....	24
V.	PROPOSAL EVALUATION	
A.	EVALUATION POINT TABLE/SUMMARY.....	25
B.	EVALUATION FACTORS.....	25
C.	EVALUATION PROCESS	26
	APPENDICES:	
A.	Acknowledgement of Receipt Form, Appendix A	27
B.	Campaign Contribution Disclosure Form, Appendix B.....	28
C.	Professional Engineering Services, Contract, Appendix C.....	31
D.	Professional Engineering Services, Evaluation Form, Appendix D.....	40
E.	Recommendation Form, Appendix E.....	41
F.	NM Pay Equity Initiative Implementation Guide, Appendix F	43
G.	NM Pay Equity Reporting Forms PE10-249, Appendix G.....	49-54
H.	NM Pay Equity Reporting Forms PE250, Appendix H.....	55

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (*the Department*), requests proposals from a qualified licensed professional engineer to provide the following services on an as needed basis when materials are provided by applicants:

1. Perform reviews of P.E. stamped solid waste facility permit applications, closure and post-closure care plans for compliance with the New Mexico Solid Waste Management Rules 20.9.2—10 NMAC for engineering aspects (e.g., plans and specifications, including detailed drawings; slope stability demonstrations, include static and seismic; pipe loading and settlement calculations; drainage calculations; alternative liner and alternative cover design demonstrations; landfill modeling results, soil loss calculations storm water management plans and engineering design; road, culvert loading calculations; soil balance calculations; leachate collection system plans); and any other items as directed in writing.
2. Review Construction Quality Assurance reports and associated quality assurance/quality control (QA/QC) plan documentation and testing for landfill liner installation in conformance with New Mexico Solid Waste Rules (20.9.4.14 NMAC).
3. Complete review of engineering plans and specifications for Ground Water Discharge at permitted facilities, as necessary.
4. Prepare a summary of findings report for each plan or application reviewed.
5. Provide training, mentoring and engineering guidance materials to Agency engineering and other professional staff regarding solid waste facility engineering aspects.
6. Provide technical/expert testimony on behalf of the New Mexico Environment Department at public hearings, as necessary.
7. Provide a multi-year proposal to provide engineering review services, not to exceed a term of **four (4) years** including all extensions and renewals. The successful offeror will be awarded a multi-year contract with an initial one-year (FY11) contract, with the option to extend for two successive one-year terms (*FY12 & FY13*) at the same price, terms and conditions as stated on the original proposal.

Respondents are required to provide a brief summary of their engineering review approach and include a preliminary plan (i.e., a schedule) that outlines the list of items and deliverables for the proposal.

The need for engineering services varies depending on the submission of permit applications, installation of solid waste liner systems and other factors beyond the control of the SWB. In past years the amount of services needed has not totaled more than approximately \$17,000.

The Department reserves the option to renew the initial contract for two additional fiscal years pursuant to Section 13-1-150 NMSA 1978 and 2.2.2 NMAC Audit Rule. Exercising the option to extend must be by mutual agreement of the parties to the contract and with the

approval of the State Auditor. In the event that either of the parties to the contract elects not to extend, or the State Auditor disapproves the recommendation for renewal, the Department shall solicit competitive sealed proposals and contract for audit services in accordance with the Procurement Code (13-1-1 to 13-1-199 NMSA 1978); Department of Finance and Administration (DFA) Rule 2.40.2 NMAC, *Governing the Approval of Contracts for the Purchase of Professional Services* and 2.2.2 NMAC Audit Rule.

The Solid Waste Rules are posted at www.nmenv.state.nm.us/swb/CurrentRules.htm

II. SCOPE OF WORK

A. SUMMARY

The scope of work shall consist of providing timely, high quality professional engineering services while using solid waste engineering expertise to successfully complete thorough reviews of solid waste facility engineering plans as part of the permitting process. The selected engineer shall provide detailed reports of review findings, verify engineering calculations and compliance with the New Mexico Solid Waste Rules 20.9.2-10 NMAC.

B. MINIMUM PROFESSIONAL QUALIFICATIONS AND REQUIREMENTS

The minimum professional qualifications to complete the Scope of Work for this Request For Proposals are:

1. Must have a current New Mexico Professional Engineer's License;
2. Must have a PhD in civil or environmental engineering;
3. Must currently be a Board Certified Environmental Engineer, with specialization in solid waste management;
4. Must have at least 20 years civil engineering experience, of which, 15 years has been spent in specialization in solid waste facility engineering and design;
5. Must have at least 3 years experience with the use and application of the New Mexico Solid Waste Rules 20.9.2-10 NMAC;
6. Must have not submitted or have been involved with the submission of any solid waste permit applications, engineering plans or facility designs for consideration to the NMED, SWB within the past three years. Must have not submitted engineering plans and specifications to the NMED, Groundwater Quality Bureau for groundwater discharge at permitted facilities for at least three (3) years. Must also not have provided or continue to provide solid waste engineering services to any publically owned solid waste facility (County, Municipal, or Solid Waste Authority) or privately owned or managed solid waste management facility or system in New Mexico within the last three (3) years to ensure that there is no potential conflict of interest.
7. Must be able to expedite delivery of voluminous solid waste applications and written review services.

C. SCOPE OF WORK- DETAILS

The scope of work shall consist of the following tasks:

1. Review P.E. stamped solid waste facility permit applications, closure and post-closure care plans for compliance with the New Mexico Solid Waste Management Regulations for engineering aspects (e.g., plans and specifications, including detailed drawings; slope stability demonstrations, include static and seismic; pipe loading and settlement calculations; drainage calculations; HELP modeling results, alternative liner and alternative cover design demonstrations; landfill modeling results, soil loss calculations storm water management plans and engineering design; road, culvert loading calculations; soil balance calculations; leachate collection system plans); ground water discharge permits, as necessary and any other items as directed in writing by the Bureau Chief or Permit Section Manager.
2. The professional engineer will review Construction Quality Assurance reports and associated quality assurance/quality control (QA/QC) documentation and testing for landfill liner installation in conformance with New Mexico Solid Waste Rules (NMAC Title 20 Chapter 9)
3. The professional engineer will prepare a summary report for each plan or application reviewed with:
 - i. conclusions regarding compliance with the New Mexico Solid Waste Management Regulations;
 - ii. conclusions regarding the acceptability of plan drawings;
 - iii. conclusions regarding the suitability of demonstration methods and calculations;
 - iv. conclusions regarding the successfulness of demonstrations and accuracy of calculations;
 - v. conclusions regarding appropriateness of plans; and
 - vi. recommendations regarding request for additional information.
4. Provide oral and written consultation regarding solid waste facility engineering aspects as directed by the Solid Waste Bureau Chief and or Permit Section Manager.
5. Provide assistance in preparing and reviewing technical guidance documentation and technical comments for potential correction or revision of rule language specific to the current State of New Mexico Solid Waste Regulations (NMAC Title 20 Chapter 9)
6. Testify on behalf of the New Mexico Environment Department at public hearings as to reviews performed or reports submitted as directed in writing by the Solid Waste Bureau Chief. As necessary, the professional engineer will provide technical testimony at the specified Public Hearing locations throughout New Mexico.
7. Provide training and training materials to Agency staff regarding solid waste facility engineering aspects (e.g., plans and specifications, including detailed drawings; slope stability demonstrations, including static and seismic; pipe loading and settlement calculations; drainage calculations; alternative liner and alternative cover design demonstrations; soil loss calculations; road, bridge and culvert loading calculations; soil balance calculations; leachate collection system plans) or other items as directed by the Bureau Chief, or Permit Section Manager.

Services will be performed at the finalist's office. His/her work product will be provided to the Solid Waste Bureau via electronic-mail or via U.S. Mail.

D. PROCUREMENT MANAGERS

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

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

Ms. Auralie Ashley-Marx, Project Manager
New Mexico Environment Department
Solid Waste Bureau
1190 St. Francis Drive
P.O. Box 5469 Room S2050
Santa Fe, New Mexico 87502
Tele: (505) 827-2775 Fax: (505) 827-2902
Email: auralie.ashley-marx@state.nm.us/

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

Randy Herrera, Procurement Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469
(505) 827-2615
Email: randy.herrera@state.nm.us

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

Offerors can download copies of the RFP form the Department website a <http://www.nmenv.state.nm.us/NMED/RFP> or www.nmenv.state.nm.us/SWB/ main page. If a potential offeror is unable to download a copy of the RFP from the websites, they may contact the procurement manager at (505) 827-2615 to arrange to pickup a hard copy or via email at randy.herrera@state.nm.us to receive an electronic copy.

E. DEFINITION OF TERMINOLOGY

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

"Agency" means the New Mexico Environment Department.

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

“Board-Certified Environmental Engineer (BCEE)” Board certified engineer that has at least eight years of full time environmental engineering and specialty competence in solid waste management, and that completes an annual recertification program.

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

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

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

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

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

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

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

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

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

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

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

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

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

"PhD, Engineering" Doctor of Philosophy Degree in Engineering from an and accredited college or university.

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

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

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

"Professional Engineer", "consulting engineer", "licensed engineer" or "registered engineer" means a person who is licensed by the board to practice the profession of engineering as specified in the New Mexico Engineering and Survey Practice Act 63-23-1 through 32 NMAC.

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

"Qualified engineer" means a licensed engineer with applicable and demonstrated solid waste experience, either singly, in partnership with other qualified individuals or firm.

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

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

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

"Secretary": means the Cabinet Secretary of the New Mexico Environment Department.

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

"Solid Waste Act" means Article 9 §74-9-1 through 41.

“Solid Waste Bureau (SWB)” means the New Mexico Environment Department, Solid Waste Bureau.

“Solid Waste Rules” §20.9.1 through 10 NMAC (2007)

Abbreviations include the following:

Abbreviations include the following:

(ASD) New Mexico Environment Department Administrative Services Division

(DFA) New Mexico Department of Finance and Administration

(GSD) New Mexico General Services Department

(MDT) Mountain Daylight Savings Time

(MST) Mountain Standard Time

(NMAC) New Mexico Administrative Code

(NMEASPC) New Mexico Engineering and Survey Practice Act 63-23-1 through 32 NMAC.

(NMED) New Mexico Environment Department

(OFB) Office of Finance & Budget

(PE) Professional Engineer

(SWMR) Solid Waste Management Rules (20.9.2-10) NMAC

(RFP) Request for Proposal

(SWB) NMED Solid Waste Bureau

F. BACKGROUND INFORMATION

1. Mission Statement:

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

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

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

3. The New Mexico Environment Department was established under the provisions set forth in the Department of the Environment Act by the 40th. Legislature, enacted July 1, 1991 (Laws of 1991, Chapter 25) NMSA 1978, Sections 9-7A-1 thru 14. The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.

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

4. Fund Structure

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

5. Budgetary Basis of Accounting:

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

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

- Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd>
- New Mexico Solid Waste Rules, 20.9.2-20 NMAC
- Information regarding Solid Waste Management in New Mexico available at www.nmenv.state.nm select Solid Waste Bureau from Program Menu
- All applicable Rules are also available at www.nmenv.state.nm select Solid Waste Bureau from Program Menu, click on current regulations from menu on left side.

III. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency NMED, Solid Waste Bureau	10/11/10
2.	Distribution List Response	Potential Offerors	10/15/10
3.	Deadline to Submit Questions	Potential Offerors	10/18/10
4.	Response to Written Questions/RFP Amendments	Agency	10/19/10
5.	Submission of Proposal No later than 5:00 PM MST	Offeror	10/25/10
6.	Proposal Evaluation	Evaluation Committee	10/29/10
7.	Selection of Finalists	Evaluation Committee	11/1/10
8.	Best and Final Offers from Finalists (if needed)	Offeror	11/3/10
9.	Oral Presentation by Finalists (if needed)	Offeror	11/9/10
10.	Finalize Contract	Agency, Offeror	11/16/10
11.	Contract Award	State Auditor	11/17/10
12.	Protest Deadline No later than 5:00 PM MST	Offeror	11/30/10

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 **October 10, 2010**.

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 5:00 PM on **October 15, 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 Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **October 18, 2010**. All written questions must be submitted via e-mail 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 **October 19, 2010** via email to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

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

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY HAND DELIVERY, U.S. MAIL OR ANOTHER DELIVERY SERVICE FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME ON MONDAY, OCTOBER 25, 2010.**

ELETRONIC OR FAX SUBMITTALS OF PROPOSALS WILL NOT BE ACCEPTED

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D, which is as follows:

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

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

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place October 29, 2010. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

Selection of Finalists will occur no later than November 1, 2010. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

8. Best and Final Offers From Finalists (if needed)

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by November 3, 2010. Best and final offers may be clarified and amended 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 Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at a location in Santa Fe, New Mexico to be determined. Each presentation will be limited to two (2) hours in duration.

10. Negotiation - Fees for Services

Because this RFP is for professional engineering services, costs of services may not be included in the Request for Proposals. The Agency will negotiate the fees (hourly or by flat rate) with the finalist or finalists, as necessary.

11. Finalize Contract

The contract will be finalized and submitted to the Office of the State Auditor. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

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

The contract shall be awarded to the offeror or offerors 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.

12. Protest Deadline

Any protest by an offeror must be timely 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 and will end at of close of business on November 30, 2010. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager listed below:

Margaret Trujillo, Bureau Chief
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051

PO Box 5469
Santa Fe, NM 87505-5469

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors will not be authorized for this professional engineering services proposal. The prime contractor shall be wholly responsible for the entire performance.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix C, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. Use of Electronic Versions of this RFP

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

27. Employee Pay Equity Reporting

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

IV. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

The proposal shall be limited to ten (10) pages in length, including figures. Documentation regarding required attachments, references, project staff and corporate experience, and all cost forms are exempt from this page limitation requirement.

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

D. PROPOSAL ORGANIZATION

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary, Technical Approach to Meet Scope of Work.
- d) Professional Qualifications Summary.
- e) Conflict of Interest
- f) New Mexico residency – provide address of work location.
- g) Summary of Qualifications as Demonstrated by Similar Experience and Past Performance.
- h) One writing sample that exemplifies the offeror's work.
- i) Signed Campaign Contribution Form (Appendix B)
- j) Response to Agency Terms and Conditions (Appendix C)
- k) Offeror's Additional Terms and Conditions, if any
- l) New Mexico Pay Equity Initiative Forms (Appendices G and H)
- m) Other Supporting Material, as deemed necessary, by the offeror

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. *Discussion of proposed costs, rates or expenses must not be provided as part of this RFP for professional engineering services.*

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

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

a) Letter of Transmittal

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

- i) identify the name and professional qualifications, telephone number, and email address of the person submitting the RFP.
- ii) identify the name, title and telephone number of the person authorized to negotiate the contract if different than (a) above.
- iii) identify the names, telephone numbers and email of person to be contacted for clarification of the RFP, if different than (a) above;
- iv) explicitly indicate by an affirmative statement acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- v) be signed by the person that will be providing the professional engineering services;
- vi) acknowledge receipt of any and all amendments to this RFP by email response.

b) Table of Contents

V. MANDATORY SPECIFICATIONS

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

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

A. MANDATORY SPECIFICATIONS

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

1) Proposal Summary, Technical Approach to Meet Scope of Work

Short narrative, include anticipated turnaround times of reviews.

2) Professional Qualifications Summary.

Each offeror must address and demonstrate compliance with mandatory items one (1) through five (5) as specified in Section II. Scope of Work, (B) page five (5) of this RFP. This RFP section must also include copies of documents that corroborate qualifications including but not limited to; a resume, Vitea, degree certificates, and other professional credentials. Provide list of published peer reviewed papers, articles or books relating to solid waste engineering, and solid waste engineering and/or management presentations at seminars, conferences or educational settings. Explain in a paragraph with enough detail to clearly understand why your proposal should be selected.

3) Conflict of Interest

In an narrative, provide reasons why the professional offeror has no conflict of interest as specified in Section II. Scope of Work (B) (6) on page five (5) of this RFP.

4) Address where work will be completed

Provide the address where work will be completed.

5) Summary of Qualifications as Demonstrated by Similar Experience and Past Performance.

Include a short narrative summary regarding similar experience and past performance. If applicable, provide narrative information about field experiences, engineering design work, and any engineering research.

Provide the names and contact information (address, telephone number and email address) for at least three (3) references that can speak to the offeror's technical expertise in the review of engineering plans specifications and technical reports and the solid waste engineering field.

6) Writing sample

Attach one writing sample that exemplifies the offeror's work. (May be a short engineering paper, article, letter, essay, or engineering plan review or other appropriate document).

7) Other requirements

- a. Signed Campaign Contribution Form
- b. Written Affirmative Response to Agency Terms and Conditions
- c. Offeror's Additional Terms and Conditions, if any
- d. New Mexico Pay Equity Initiative Forms
- e. Other Supporting Material, as deemed necessary, by the offeror – limit amount

VI. PROPOSAL EVALUATION

A. Evaluation Point Summary

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

FACTOR	POINTS AVAILABLE
1) Compliance with RFP Instructions and Quality and Completeness of the RFP (Format, completeness, copies of required signed forms)	20
2) Proposal Summary, Technical Approach To Meet Scope of Work	25
3) Professional Qualifications Summary	40
4) Conflict of Interest	25
6) Writing Sample.	10
7) Summary of Qualifications as Demonstrated by Similar Experience and Past Performance	30
TOTAL POINTS	150

B. Evaluation Factors

B. Evaluation Factors:

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

1. Compliance with RFP Instructions, Quality and Completeness of the RFP. (15 points)

2. Proposal Summary, Technical Approach To Meet Scope of Work (20 points)

Points will be awarded based on the clarity of offeror's summary and technical approach used to successfully complete engineering plan reviews in a timely manner.

3. Professional Qualifications Summary (40 points)

Points will be awarded for each satisfactory demonstration of mandatory minimum qualifications.

4. Conflict of Interest (20 points)

Rating will be based on the adequacy of explanation as to why an offeror has no conflict of interest.

6. Writing Sample (10 points)

Well written examples relating to engineering or solid waste topics will be ranked higher than poorly written examples.

5. Summary of Qualifications as Demonstrated by Similar Experience and Past Performance (30 points)

Those Offerors with the greatest amount of similar experiences, and establish via information provided that they have the ability to successfully perform the engineering reviews will receive more points. References will be checked, and the results of the reference checks will be added to the score.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
 - a. Responsive proposals will be evaluated on the factors in Section V that 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 V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

New Mexico Environment Department Professional Engineering Services FY11

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed in blue ink and returned to the Procurement Manager no later than close of business on 10/15/10. 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.

NAME OF PROFESSIONAL ENGINEER/ FIRM: _____

REPRESENTED BY (IF APPLICABLE): _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Submit a PDF or other electronic copy of this signed form no later than 10/12/10 by email to:

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

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—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

Title (Position)

Date

APPENDIX C
CONTRACT TERMS AND CONDITIONS

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. Review solid waste facility permit applications, closure and post-closure care plans for compliance with the New Mexico Solid Waste Management Regulations regarding engineering aspects (e.g., plans and specifications, including detailed drawings ; slope stability demonstrations, include static and seismic; pipe loading and settlement calculations; drainage calculations; alternative liner and alternative cover design demonstrations; landfill modeling results, soil loss calculations storm water management plans and engineering design; road, culvert loading calculations; soil balance calculations; leachate collection system plans); ground water discharge plans and specifications, and any other items as directed or deemed necessary in writing by the Bureau Chief or Permit Section Manager.
- B. The Contractor will review Construction Quality Assurance reports and associated quality assurance/quality control (QA/QC) documentation and testing for landfill liner installation in conformance with New Mexico Solid Waste Regulations (NMAC Title 20 Chapter 9)
- C. The Contractor will prepare a summary report for each plan or application reviewed with:
 - i. conclusions regarding compliance with the New Mexico Solid Waste Management Regulations;
 - ii. conclusions regarding the acceptability of plan drawings;
 - iii. conclusions regarding the suitability of demonstration methods and calculations;
 - iv. conclusions regarding the successfulness of demonstrations and accuracy of calculations;
 - v. conclusions regarding appropriateness of plans; and
 - vi. Recommendations regarding request for additional information.
- D. Provide oral and written consultation regarding solid waste facility engineering aspects as directed by the Solid Waste Bureau Chief and or Permit Section Manager.
- E. Provide assistance in preparing and reviewing technical guidance

documentation and technical comments for potential correction or revision of rule language specific to the current State of New Mexico Solid Waste Regulations (NMAC Title 20 Chapter 9)

- F. Testify on behalf of the New Mexico Environment Department at public hearings as to reviews performed or reports submitted as directed in writing by the Solid Waste Bureau Chief.
- G. Provide training and training materials to Agency staff regarding solid waste facility engineering aspects (e.g., plans and specifications, including detailed drawings; slope stability demonstrations, including static and seismic; pipe loading and settlement calculations; drainage calculations; alternative liner and alternative cover design demonstrations; soil loss calculations; road, bridge and culvert loading calculations; soil balance calculations; leachate collection system plans) or other items as directed by the Bureau Chief, or Permit Section Manager.

Services will be performed at _____, New Mexico. His/Her work product will be provided to the Solid Waste Bureau via electronic-mail or via U.S. Mail. As necessary, he will provide technical testimony at the specified Public Hearing locations.

- H. Performance Measures.

See Attachment 1

2. Compensation.

- A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____per hour, for Scope of Work items A through F and at the rate of _____ per Scope of Work on item G (Testimony) (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed _____ excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling _____ shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ _____ per fiscal year and total four year amount of \$ _____.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the

Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **June 30, 2014** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

- A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

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

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by

the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this

Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed

health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

22. Employee Pay Equity Reporting

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

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Contractor

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

ID Number: XX-XXX-XXX-XXX

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1

New Mexico Environment Department **FY10 Performance Measures**

Goal: Verify the number of inspected solid waste facilities that are in substantial compliance with the Solid Waste Management Regulations.

Objective: Verify that 75% of inspected solid waste facilities that are in substantial compliance with the Solid Waste Management Regulations.

Activities: Complete thorough reviews of permit applications including detailed engineering reviews. Ensure that approved plans are implemented correctly. The Solid Waste Bureau staff regularly inspects facilities that have the greatest potential for harm to the environment and human health – permitted transfer stations, active landfills and hospitals. The Bureau inspects for 57 critical requirements in landfills and transfer stations, but fewer in hospitals. Substantial compliance means a facility has not violated a critical requirement. Facilities that are in violation will receive technical assistance to ensure they come into compliance and continue to operate in accordance with the Solid Waste Management Regulations. Those who do not come into compliance may face enforcement actions.

New Mexico Environment Department Strategic Plan **Fiscal Year 2011**

Goal: Ensure Solid Waste facilities are in substantial compliance with the Solid Waste Management regulations.

Objective: Complete thorough review of engineering and other landfill plans, and provide technical assistance to facilities out of compliance with the Solid Waste Management regulations to assist them with achieving proper implementation of plans and operational compliance.

Strategy: Undertake complete technical review of permit applications, engineering plans, closure plans and construction of landfill liners and caps. Inspect facilities that have the greatest potential for harm to the environment and to human health.

**APPENDIX D
PROFESSIONAL ENGINEERING SERVICES CONTRACT
PROPOSAL EVALUATION FORM**

NAME OF OFFEROR: _____

NAME OF REVIEWER: _____ **DATE REVIEWED:** _____

FACTOR	POINTS AVAILABLE	RFP SCORE	COMMENTS
1) Compliance with RFP Instructions and Quality and Completeness of the RFP (Format, completeness, copies of required signed forms)	20		
2)Proposal Summary, Technical Approach To Meet Scope of Work	25		
3) Professional Qualifications Summary	40		
4) Conflict of Interest	25		
6) Writing Sample.	10		
7) Summary of Qualifications as Demonstrated by Similar Experience and Past Performance	30		
TOTAL POINTS	150		

APPENDIX E

PROFESSIONAL ENGINEERING SERVICES CONTRACT

RECOMMENDATION FORM

RANKED FROM HIGHEST RECOMMENDED OFFEROR TO LOWEST OFFEROR

1) _____

2) _____

3) _____

4) _____

5) _____

APPENDIX F

**New Mexico
Pay Equity Initiative**

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

IMPLEMENTATION GUIDANCE

I. SCOPE

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

III. OCTOBER 1, 2010 AND BEYOND SOLICITATION REQUIREMENTS

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

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

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

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

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

IV. OCTOBER 1, 2010 AND BEYOND CONTRACT REQUIREMENTS

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

or

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

or

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

must contain the following language:

“Employee Pay Equity Reporting

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

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

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

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

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

V. SUBMITTAL OF REPORTS

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

VI. AUDIT

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

VII. EXCEPTIONS

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

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

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

VIII. EFFECTIVE DATE

This Implementation Guidance shall be effective June 7, 2010.

APPENDIX G

Pay Equity Reporting Form PE10-249

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

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

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

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

Name and title, printed	Signature	Date

Pay Equity Report PE10-249 Worksheet

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

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

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

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

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

Pay Equity Report PE10-249 Data Entry Form

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

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

CON'T

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

- Job Category numbers to use:**
- 1 Office & Managers**
 - 2 Professionals**
 - 3 Technicians**
 - 4 Sales Workers
Office & Admin**
 - 5 Support
Craft Workers**
 - 6 (Skilled)
Operatives**
 - 7 (Semi-skilled)**
 - 8 Laborers (unskilled)**
 - 9 Services Workers**

APPENDIX H

New Mexico Pay Equity Initiative

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

Form PE250: 250 or More Employees

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

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

