

STATE OF NEW MEXICO



NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU
MONITORING AND ASSESSMENT SECTION

**PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS**

RFP: 50-667-50-01091

**(AQUATIC MACROINVERTEBRATE and PERIPHYTON
SAMPLE PROCESSING and TAXONOMIC DETERMINATIONS)**

(23 December 2004)

TABLE OF CONTENTS

I.	INTRODUCTION	3
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	3
B.	SCOPE OF WORK.....	4
C.	SCOPE OF PROCUREMENT	6
D.	PROCUREMENT MANAGER	6
E.	DEFINITION OF TERMINOLOGY	7
F.	BACKGROUND INFORMATION	9
II.	CONDITIONS GOVERNING THE PROCUREMENT	9
A.	SEQUENCE OF EVENTS	10
B.	EXPLANATION OF EVENTS	10
1.	<i>RFP Issued.....</i>	<i>10</i>
2.	<i>Distribution List Response Due</i>	<i>11</i>
3.	<i>Deadline to Receive Written Questions</i>	<i>11</i>
4.	<i>Response to Written Questions/RFP Amendments.....</i>	<i>11</i>
5.	<i>Submission of Proposal</i>	<i>11</i>
6.	<i>Proposal Evaluation.....</i>	<i>12</i>
7.	<i>Selection of Finalist(s).....</i>	<i>12</i>
8.	<i>Best and final Offers.....</i>	<i>13</i>
9.	<i>Finalize Contracts</i>	<i>13</i>
10.	<i>Contract Award</i>	<i>13</i>
11.	<i>Protest Deadline</i>	<i>13</i>
C.	GENERAL REQUIREMENTS	14
III.	RESPONSE FORMAT AND ORGANIZATION.....	20
A.	NUMBER OF RESPONSES	20
B.	NUMBER OF COPIES	20
C.	PROPOSAL FORMAT	20
IV.	EVALUATION.....	20
A.	EVALUATION POINT SUMMARY	20
B.	EVALUATION PROCESS	21

APPENDICES

- A. **ACKNOWLEDGEMENT OF RECEIPT FORM**
- B. **GENERAL COST DETAIL FORM**
- C. **SAMPLE CONTRACT**
- D. **REFERENCE FORM**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Monitoring and Assessment Section of the Surface Water Quality Bureau, as part of the New Mexico Environment Department (NMED), is soliciting proposals from qualified offerors to provide sample processing and identification of macroinvertebrates and periphyton services for the Bureau. Work tasks to be completed are federally funded through U.S. Environmental Protection Agency (EPA) Clean Water Act Grants.

Under currently available funding, the work to be performed includes macroinvertebrate and periphyton sample processing, including determination to lowest practical taxon, enumeration, creation of voucher collection and summary reporting in electronic and hard copy formats. Therefore, this request seeks contractors with the ability to perform either or both of these sample processing services.

NMED expects the prime contractor (offeror) to be a full service firm and have the in-house capability to perform taxonomic determinations for a large number of samples. NMED anticipates approximately 150 – 250 macroinvertebrate and 60 – 220 periphyton samples per year associated with specific research grants, with a potentially lower volume in the future. NMED may select more than one contractor for the same sample processing services to enable this large volume of samples to be processed within a given time frame depending on the bureau's needs. Subcontractors should be identified in original proposals. Subcontractors not specified in the proposal can be identified, at a later date, for a specific work task once the contract is awarded, providing approval of subcontractor by the Contract Officer.

A responsive proposal will include documentation of the offeror's technical capabilities and experience; will provide detailed examples of previous taxonomic determinations of aquatic macroinvertebrates and/or periphyton depending on which analyses the offeror is proposing to provide; will demonstrate familiarity with New Mexico aquatic macroinvertebrates and/or periphyton; and will have competitive pricing.

B. SCOPE OF WORK

The scope of work for this procurement includes the following services. NMED is requesting Contractors to submit price quotes on a per sample basis for the following sample types:

Macroinvertebrate

Riffle Samples

- Complete sample pick and macroinvertebrate determination to lowest practical taxon for each type of sample, **HESS**, **Surber**, and **kicknet**
- Complete macroinvertebrate determination to lowest practical taxon for each type of sample, **HESS**, **Surber**, **kicknet**, with no processing of sample
- Random 300 count sample pick and macroinvertebrate determination to lowest practical taxon for each type of sample, **HESS**, **Surber**, and **kicknet**
- 300 count macroinvertebrate determination to lowest practical taxon for each type of sample, **HESS**, **Surber**, and **kicknet**, with no processing of sample
- Voucher collections for each site
- Voucher collections for each watershed

Voucher collections shall be provided to the SWQB at the conclusion of the project. These should be properly preserved or mounted in a manner that will enable long-term storage in the SWQB's voucher museum cabinet. A detailed description of voucher creation is required.

Microhabitat Samples

- Complete sample pick and macroinvertebrate determination to lowest practical taxon for each kicknet sample
- Complete macroinvertebrate determination to lowest practical taxon for each kicknet sample, with no processing of sample
- Random 300 count sample pick and macroinvertebrate determination to lowest practical taxon for each kicknet sample
- 300 count macroinvertebrate determination to lowest practical taxon for each kicknet sample, with no processing of sample
- Voucher collections for each site
- Voucher collections for each watershed

-

Voucher collections shall be provided to the SWQB at the conclusion of the project. These should be properly preserved or mounted in a manner that will enable long-term storage in the SWQB's voucher museum cabinet. A detailed description of voucher creation is required.

Periphyton

Riffle Samples

- Complete processing of samples and 500 cell count and identification to lowest practical taxon, enumeration and summary report for one composited sample per site

Microhabitat Samples

- Complete processing of samples and 500 cell count and identification to lowest practical taxon, enumeration and summary report for up to 5 samples per site
- Voucher slides of all samples shall be provided to the SWQB at the conclusion of the project. These should be properly preserved or mounted in a manner that will enable long-term storage in the SWQB's voucher museum cabinet. A detailed description of voucher creation is required.

Taxonomic considerations

The consultant selected will be responsible for all matters regarding taxonomic accuracy and validity, including use of outside experts to verify specimens or help with problem identifications. The proposer should include summaries of the qualifications and experience of the personnel who will be doing the invertebrate and algal identifications (along with copies of resumes). Preference will be given to proposals, which specifically identify the persons who are identifying and enumerating the biological samples. Additional preference will be shown if these persons possess advanced degrees and/or have extensive documented experience in taxonomy and systematics (list of specific projects in which they actually identified organisms, or publications, reports, etc. which document their experience and expertise in taxonomy). Use of un-named technicians supervised by a taxonomist, no matter what her or his degree or experience, will result in a lower ranking for a particular proposal.

Reporting and Data Submittal

Biological data shall be submitted in both hardcopy and electronic format within 120 days after sample submittal. Contractor must indicate in their proposal the estimated number of samples they can process on average within 120 days. Deliverable dates will be determined by NMED and the contractor for samples at the time of sample submittal. NMED will expect the contractor to adhere to this date. Invertebrate and algal data should be submitted electronically as Microsoft

Excel spreadsheets. Biological data in the hardcopy report should be summarized by replicate sampler, ponar grab, dip net, or algal sample, showing county, sampling site, date, gear type, replicate number, sample ID number, a list of the taxa collected and their abundance.

To qualify for consideration, the proposal should contain:

1. Specific abilities respective to the particular project requirements. Consultants should clearly outline relevant experience (prime and all subcontractors) with all federal, state, and local government contract(s) within the last five years in similar assignments.
2. Current workload and ability to handle the project (Contractor must indicate in their proposal the estimated number of samples they can process on average within 120 days).
3. A detailed per sample rate schedule for specific services
4. References used in determination of taxa.
5. All other requirements stated in RFP 50-667-50-01091.

C. SCOPE OF PROCUREMENT

This procurement is for professional services consisting of aquatic macroinvertebrate and periphyton sample processing and lowest practical taxonomic determination necessary for the completion of work plans. Qualified minority business enterprises and women-owned business enterprises are encouraged to submit proposals.

Work will be conducted at the Contractors place of business. Work is federally funded through a U.S. Environmental Protection Agency (EPA) Clean Water Act Grant.

NMED will be fully responsible for the execution of the terms of the contract. No changes to the terms and conditions shall be effective unless agreed by written amendment in accordance with Appendix E of this RFP, Sample Contract.

D. PROCUREMENT MANAGER

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

Shann Stringer, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Monitoring & Assessment Section

Harold Runnels Building, N2104
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, New Mexico 87502
Phone # (505) 827-2921; Fax (505) 827-0160
E-mail: shann_stringer@nmenv.state.nm.us

All deliveries via express carrier should be addressed as follows:

Shann Stringer, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Monitoring & Assessment Section
Harold Runnels Building, N2104
1190 St. Francis Drive
Santa Fe, New Mexico 87502
Phone # (505) 827-2921

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Inquiries and requests made to all other state employees will not be answered. All responses to inquiries or requests regarding this procurement will be made in writing. **All responses to inquiries will be available for review on the World Wide Web at <http://www.nmenv.state.nm.us/swqb/swqb.html> or in hard copy at Surface Water Quality Bureau at the address noted above.**

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Agency" means the New Mexico Environment Department.

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

"Contractor" shall mean successful offeror(s).

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

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

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

"Evaluation Committee Report" means a report that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of such a report for submission to the State Purchasing Agent for contract award.

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

"General Cost Detail Form" refers to a list provided by the offeror of costs for personnel, equipment, supplies and other pertinent costs to complete the scope of work.

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

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

"Prefers" The terms "may", "can", "should", "preferably", or "desirable" identify a preferable or discretionary item or factor.

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

"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 proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Scope of Work" means a summary document that defines the work objectives, outlines proposed work tasks, a preliminary cost estimate, and proposal schedule.

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

"Work Plan" refers to the detailed document, which directs a contractor to deliver services pursuant to an existing contract. Work plans outline the site conditions, site history, contaminants expected, scope of work to be performed, deliverables, and the schedule and time frame within which work will be performed. Contractor will attach to each work plan a site health and safety plan and Standard Operating Procedures (SOPs), as appropriate. Work plans will be accepted by return letter from the Contractor explaining costs-not-to-be-exceeded by the contractor for each project. Not-to-exceed cost estimate will conform to contract General Cost Detail Form negotiated and agreed to by NMED and the contractor and shall identify costs for each task within the work plan. Work will not begin until NMED notifies the contractor that it agrees to the contractor's quoted prices, has secured access to the property, and has determined a date to commence.

F. BACKGROUND INFORMATION

NMED Mission Statement: Our mission is to provide the highest quality of life throughout the state by promoting a safe, clean and productive environment.

SWQB Mission Statement: Our mission is to preserve, protect and improve New Mexico's surface water quality for present and future generations

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue RFP	NMED/SWQB	<i>23 Dec. 2004</i>
Distribution List Responses	Potential Offeror	<i>5 Jan. 2005</i>
Deadline for Receipt of Written Questions	Potential Offerors	<i>5 Jan. 2005</i>
Response to Written Questions/ RFP Amendments	Agency	<i>12 Jan. 2005</i>
Deadline for Proposal Submission	Offeror	<i>4 Feb. 2005 5:00 PM MST</i>
Proposal Evaluation	Evaluation Committee	<i>7 – 11 Feb. 2005</i>
Selection of Finalist(s)	Evaluation Committee	<i>16 Feb. 2005</i>
Best and Final Offers	Offeror	<i>18 Feb. 2005</i>
Finalize Contract	Agency, Offeror	<i>To Be Set</i>
Contract Award	Agency	<i>To Be Set</i>
Protest Deadline	Offeror	<i>To Be Set</i>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. RFP Issued

This RFP is being issued by the Agency on 23 Dec. 2004. Agency will advertise its release in the following newspapers Albuquerque Journal and Santa Fe New Mexican. An advertisement will also be placed on the agency’s website and available at the following address: <http://www.nmenv.state.nm.us/swqb/index.html> . Additional copies of the RFP can be obtained from the Procurement Manager or by going to the web address listed above.

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 for receipt by close of business on 5 Jan. 2005. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Receive Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP; the last day written questions will be accepted will be at the close of business on 5 Jan. 2005. Questions received after this date will not be addressed. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on 12 Jan. 2005 to each potential offeror whose organization appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or any amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME (MST) ON 4 Feb. 2005. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager only at the address listed in Section I, Paragraph D (page 6). **Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the** Aquatic Macroinvertebrate and Periphyton Sample Processing and Taxonomic Determinations_____

Request for Proposals. Proposals submitted by facsimile will not be accepted.

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process is anticipated to take place from 7 Feb. 2005 through 11 Feb. 2005. During this time, the Procurement Manager may at her/his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors. Any Offeror attempting to initiate discussion with any member of the evaluation team will be determined non-responsive and their proposal will not be considered for additional evaluation.**

7. Selection of Finalist(s)

Contracts may be awarded based solely on evaluation of the proposals submitted. **The Agency plans multiple awards and may award up to three contracts. The actual number will be dependent upon NMED's discretion and the quality and competitiveness of the proposals received. If one, two, or three proposals has/have significantly higher evaluations and is/are surpassingly superior relative to other proposals and all reviewers agree the contractor(s) is/are able to do the work, then up to three contracts will be awarded to that/those contractor(s) with additional negotiation for a best and final offer, if necessary. If no proposal(s) has/have significantly higher evaluations and is/are not surpassingly superior relative to other proposals, or if additional contracts need award, a competitive range of contractors will be developed. These finalists will include all other contractors who show a likelihood of receiving an award. The evaluation committee will select these finalist(s) and the Procurement Manager will notify the finalists starting 16 Feb. 2005.** Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers

Finalist(s) will be given the opportunity to clarify or amend their proposals for the purpose of obtaining best and final offer by 18 Feb. 2005.

9. Finalize Contracts

It is anticipated that the Professional Services Contract will be finalized with the most advantageous offeror(s) between 21 Feb. 2005 and 25 Feb. 2005. 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(s) without undertaking a new procurement process or to cancel the procurement, as the Department may deem in the best interests of the state.

10. Contract Award

After receipt and review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract(s), the Department anticipates awarding by 28 Feb. 2005. This date is subject to change at the discretion of the Agency. The contract(s) award may be subject to the completion of contract negotiations and appropriate state approvals.

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

11. Protest Deadline

Any protest by an offeror must be timely and conform 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 the close of business, fifteen (15) days thereafter. Protests must be written and must include the name and address of the protestor and the RFP number and title. 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:

Margaret Rivera, NMED Purchasing Agent
New Mexico Environment Department

Harold Runnels Building Rm# N2050
1190 St Francis Drive
Santa Fe, New Mexico 87505
Mailing Address: New Mexico Environment Department
P.O. Drawer 26110
Santa Fe, New Mexico 87502-0110

Protests received after the protest deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.5.2 NMAC.

1. Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in Section IV 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 is permissible with prior approval of the Agency. Use of subcontractors must be explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used. If a subcontractor will be required to complete work, subcontractor cost and activity must be explained. Additionally, the

successful offeror is required to apply the six Affirmative Action Steps for soliciting subcontract proposals from minority business enterprises, women's business enterprises, and labor surplus area firms (40 CFR Parts 31.36(e)(2) & 35.6580), should subcontractors be used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 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 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 and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any or all proposals may be rejected in whole or in part if the 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 contract with offerors 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 the successful Offerors shall contain substantially the terms and conditions in the sample contract attached to this RFP as "Appendix E". While Offerors may suggest additional contractual terms and conditions, the Agency will not accept any terms and conditions that change the terms and conditions set forth by the Agency in the sample contract attached hereto. Any additional terms and conditions that the Agency may, at the Agency's sole discretion, accept will be incorporated into any final contract.

Should an offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language that would be acceptable to the Agency. 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 effect 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 NMSA 1978, Section 13-1-118 and DFA Rule 2.40.2 NMAC. No contract between the successful Offerors and NMED shall be effective or binding until approved in writing by the New Mexico Department of Finance and Administration. The initial term of the contract shall be for one year and is intended to commence on or before ___(date)

_____, or when approved by the New Mexico Department of Finance and Administration, whichever is later.

The term of the contract(s) may be extended, one year at a time, for up to three (3) additional years. In no event, however, shall the term of the contract, including all extensions, exceed four years.

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 is at the Agencies sole discretion, will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in the contractor's representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately. Additionally any change in contractor's representatives , by the contractor, must be approved in writing by the Agency.

21. Notice

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 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. General Liability

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

26. Use of Electronic Versions of this RFP

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) 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.

C. NUMBER OF PAGES IN THE PROPOSAL

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.

D. PROPOSAL FORMAT

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

All proposals must be typewritten on standard 8 ½ x 11 paper, double spaced, 12 point font only (larger paper is permissible for charts, spreadsheets, maps, etc.) and placed within a binder with tables delineating each section. The appropriate supporting forms provided to the Offeror in the Appendices to this RFP must be completed. Completeness, clarity and brevity should be emphasized.

The following describes exactly how each proposal is to be organized. Only proposals that are deemed complete and responsive will be evaluated.

Proposals that do not adhere to both the prescribed content and format specified below, or that omit information requested, will be rejected and will not be evaluated.
Any assumptions used in responding should be clearly stated.

Proposal Organization

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

INDEX TAB

CONTENTS

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

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

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

A) Letter of Transmittal

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

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;

- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section "II.C.1";
- f) be signed by the person authorized to contractually obligate the organization; and
- g) acknowledge receipt of any and all amendments to this RFP.

B) Table of Contents

The table of contents should be all items listed in Section “III.D.1” and must include page numbers.

C) Mandatory Proposal Summary for Scope of Work

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

D) Other Mandatory Specifications

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

E) Mandatory Cost Information

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

F) Offeror’s Terms and Conditions

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

G) Other Supporting Material

Offeror(s) may attach other materials that they feel may improve the quality of their responses.

IV. 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. Corporate Experience	20__
2. Corporate References	10__
3. Proposed Staff Experience	20__
4. Proposed Staff References	10__
5. Ability to handle volume	10__
6. Cost	30
TOTAL	100

B. Evaluation Factors

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

- 1. Corporate Experience (____ points)

The corporate experience of the offeror including all subcontractors will be evaluated based upon documented experience on similar projects and engagements.

2. Corporate References (____ points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

3. Staff Experience (____ points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

4. Individual References (____ points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

5. Ability to Handle Volume (____ points)

Points will be awarded for this evaluation factor based upon the number of samples able to process in 120 days.

6. Cost (____ points)

The evaluation of each offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Cost}}{\text{this offeror's Cost}} \times 300 = \text{Award Points}$$

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.8.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. 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. 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

REQUEST FOR PROPOSAL

Acknowledgement of Receipt Form

APPENDIX A
REQUESTS FOR PROPOSALS

[Title of Procurement]

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 C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 PM Mountain Standard Time on _____. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Shann Stringer, Procurement Manager
New Mexico Environment Department
Surface Water Quality Bureau
Monitoring & Assessment Section
Harold Runnels Building, N2052
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, New Mexico 87502
Phone # (505) 827-2921; Fax (505) 827-0160
E-mail: shann_stringer@nmenv.state.nm.us

Appendix B
General Cost Detail Form

Appendix C
Sample Contract

Contract No. _____

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the State of New Mexico Environment Department, hereinafter referred to as NMED, and the _____, hereinafter referred to as Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A.
- B.
- C.

2. Compensation.

- A. NMED shall compensate the Contractor for satisfactory performance of specific services according to the Scope of Work. Contractor shall be paid at the rate of _____ per (hour/day/etc).
- B. The total amount payable under this contract shall not exceed _____ including New Mexico gross receipts tax.
- C. NMED shall pay to Contractor the New Mexico gross receipts tax levied on the amounts payable under this contract.
- D. Payment shall be made upon receipt of detailed, certified invoices and receipts, which should include, if applicable, accompanying statement of non-federal matching fund expenditures (record of match) being spent on the Project during the time period of the invoiced charges. Invoices and records of match shall be submitted to:

New Mexico Environment Department
Surface Water Quality Bureau
_____, Project Officer
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, NM 87502

D. Within fifteen days after the date NMED receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, NMED shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If NMED finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by NMED that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of .2 percent per month.

3. Term.

This contract shall not become effective until approved by the Department of Finance and Administration. This contract shall terminate on _____, and can be extended up to three years pursuant to paragraph 14 unless terminated pursuant to paragraph 4, *infra*, or paragraph 5.

4. Termination.

This contract may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or the U. S. Congress for the performance of this contract. If sufficient appropriations and authorization are not made by the Legislature and/or U.S. Congress, this contract shall terminate upon written notice being given by the NMED to the Contractor. The NMED's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for NMED 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 because of this contract.

7. Assignment.

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

8. Subcontracting.

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

9. Records and Audit.

The Contractor shall maintain detailed time records that show the date, time and nature of the services rendered. These records shall be subject to inspection by NMED, the Department of Finance and Administration, and the State Auditor. NMED shall have the right to audit billings both before and after payment. Payment under this contract does not foreclose the right of NMED to recover excessive or illegal payments. NMED Project Officers shall audit contracts on a quarterly basis to ascertain Contractor's likelihood of achieving deliverable deadlines as scheduled in annual work plans. If deadlines are not being met – then the Project Officer will make a verbal request with a formal written request to follow that the Contractor explain in writing within seven (7) days the cause for delay. The request shall be mailed by certified mail to the Contractor. If the NMED project officer deems invalid the cause for delay of deliverables, then the Contractor will be given sixty (60) days after certified receipt of letter notifying the Contractor as to their status to develop a corrective action plan agreeable to the NMED Project Officer and to show either through deliverable or revised schedule how deliverables will be affected. If at the end of the sixty-day (60) corrective action period no progress has been made, the Contractor shall be notified that the Contract is terminated. Refer to Paragraph 4 Termination regarding termination by either party before the intended date.

10. Release.

Upon final payment of the amount due under this contract, Contractor releases NMED, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico,

unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. Confidentiality

Any confidential information provided to the Contractor in the performance of this contract shall be kept confidential. Contractor shall not make such information available to any individual or organization without the prior written consent of NMED.

12. Product of Service – Copyright.

All materials the Contractor develops or acquires under this contract shall become the property of the State of New Mexico and shall be delivered to NMED no later than the termination date of this contract. Nothing the Contractor produces, in whole or in part, under this contract shall be the subject of an application for copyright by Contractor or on Contractor's behalf.

13. Conflict of Interest.

The Contractor warrants that Contractor currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. 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 have been followed.

14. Amendment.

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

15. Merger.

This contract 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 contract. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

16. Notice.

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

17. 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 agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, 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 contract. If Contractor is found to not be in compliance with these requirements during the life of this contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

This contract shall be governed by the laws of the State of New Mexico.

19. Workers' Compensation.

The Contractor agrees to comply with the 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 contracting agency.

20. Suspension and Debarment

Contractors receiving individual awards for \$100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

21. Other Provisions

None

IN WITNESS WHEREOF, the parties have hereto set their hands.

STATE OF NEW MEXICO

CONTRACTOR NAME

By: _____
Secretary
Environment Department

By: _____

Date: _____

Date: _____

Approved as to form and Legal Sufficiency

By: _____
General Counsel, NMED
Special Assistant Attorney General

Date: _____

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: (CRS #) _____

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____

Appendix D
Reference Form