

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
PETROLEUM STORAGE TANK BUREAU

REQUEST FOR PROPOSALS

RFP No. 50-667-30-00002

**PROJECT MANAGER SERVICES FOR THE DELINQUENT TANK
REGISTRATION FEE PROJECT ADMINISTERED BY THE NEW
MEXICO ENVIRONMENT DEPARTMENT, PETROLEUM STORAGE
TANK BUREAU**

October, 2004

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I. ADVERTISEMENT

REQUEST FOR PROPOSALS

#50-667-30-00002

PROJECT MANAGER SERVICES FOR THE DELINQUENT TANK REGISTRATION FEE PROJECT ADMINISTERED BY THE NEW MEXICO ENVIRONMENT DEPARTMENT, PETROLEUM STORAGE TANK BUREAU

The New Mexico Environment Department is requesting proposals for the purpose of procuring Project Manager Services for the delinquent tank registration fee project administered by the New Mexico Environment Department, Petroleum Storage Tank Bureau. All proposals submitted shall be valid for ninety (90) days subject to all action by the Environment Department. Proposals shall only be accepted by qualified Firms submitting proposals in relation to the Scope of Work as identified within the RFP. The Environment Department reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed box or envelope indicating the proposal title and number along with the Proponents name and address clearly marked on the outside of the box or envelope. **All proposals shall be received by 3:00 p.m., Mountain Standard Time, Monday, November 1, 2004, at the office of the Procurement Manager, 2044 Galisteo St., Santa Fe, New Mexico.** By submitting a proposal for the requested materials and/or services each Proponent is certifying that their proposal is in compliance with regulations and requirements stated within the Request for Proposals.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified offerors will receive consideration of contract(s) without regard to race, color, religion, sex, sexual preference or national origin.

Request for Proposals will be available by contacting Jim Davis, Procurement Manager, Petroleum Storage Tank Bureau, Environmental Protection Division, New Mexico Environment Department at (505) 984-1787 or by mail at 2044 Galisteo Street, Santa Fe, New Mexico 87504. The Request for Proposals may also be obtained through NMED's website at <http://www.nmenv.state.nm.us/ust/rfp.html>.

ANY PROPOSALS RECEIVED BY THE OFFICE OF THE PROCUREMENT MANAGER AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED.

Environmental Protection Division
New Mexico Environment Department
Publish October 11, 2004

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Environment Department is requesting proposals for the management of a delinquent tank registration fee project designed to resolve open accounts receivable balances and audit findings associated with the petroleum storage tank registration requirements in support of the New Mexico Environment Department's Petroleum Storage Tank Bureau.

The purpose of this Request For Proposals (RFP) is to select a contractor that can complete the described work below. Work will be performed at the direction of the Petroleum Storage Tank Bureau, New Mexico Environment Department, (NMED). The contractor will be compensated for pre-approved work. NMED reserves the right to award a contract to more than one Offeror or to cancel the procurement if it has been determined to be in the best interest of NMED or the State of New Mexico.

B. SUMMARY SCOPE OF WORK

The Scope of Work shall consist of the tasks specified below. Additional tasks may be necessary, based on knowledge gained during the project.

- **Delinquent Tank Registration Fee Project**

The New Mexico Environment Department (NMED) requests that qualified persons submit a proposal, with costs, for performance of activities consisting of management of the Delinquent Tank Registration Fee Project (herein after the Project).

- **Background Information Specific to the Project**

The Petroleum Storage Tank Bureau administers the Petroleum Storage Tank Regulations (20.5 NMAC) that, among other things, impose an annual storage tank registration requirement and registration fee. This fee is set at \$100 each year for each qualified petroleum storage tank. The regulations further establish requirements for the storage tank owner or operator to pay this registration fee in a timely manner, specify how the Department must be notified of a change in ownership or petroleum storage tank activity status, and provide for the imposition of reasonable penalties for failure to comply with these requirements. This program was first instituted during the late 1980's. At varying intervals and in varying numbers since then, petroleum storage tank owners or operators have failed to pay the appropriate registration fees, and have failed to notify the Department upon changes in ownership or petroleum storage tank activity status. This has resulted in a number of petroleum storage tank facilities in New Mexico being out of compliance with these registration requirements. The Bureau maintains records of these registration transactions since the inception of the program. The noted failure by petroleum storage tank owners and operators to notify the Department of changes in storage tank ownership and activity status has resulted in inaccuracies in these information records. This in turn has resulted in some petroleum storage tank registration fee invoices being sent to the wrong persons, or in the wrong amounts or both. Additionally, there have been consistent audit findings concerning the validity of the registration fee balances as accounts receivable.

In recognition of these facts, the Bureau has initiated the Project, has begun development and implementation of procedures designed to correct these deficiencies, and has created an informal working group of several staff members to perform specific technical tasks in support of the Project. This RFP is being published now in order to contract with a PROJECT MANAGER to continue and expand the work already underway. The goal of this RFP is to put into place a contract for the services of a PROJECT MANAGER to address these issues through completion of the scope of work specified below.

- **Scope of Work for the Project Manager**

The processes and procedures outlined below have been partially developed and implemented by the informal working group referenced above. The Project Manager shall more fully develop these processes and procedures, adapt them as necessary and in consultation with the Bureau Chief, and implement them when dealing with Project cases. These steps constitute the scope of work for which the Project Manager will be responsible. It is anticipated that complete and thorough documentation and implementation of these steps will correct inaccuracies in the Department's tank registration records, serve to establish institutional controls that will function to keep these records up-to-date, and provide better and more timely follow-through on any tank registration fee issues in the future. These processes and procedures are intended to provide guidance to the Project Manager and to all Departmental staff involved in the Project, and to establish an even-handed and fair policy for pursuing and settling cases involving tank fees, late fees and penalties that the Bureau has assessed.

1. **The Project Manager will utilize a prioritized list of collection cases, prepared by the Bureau and the Office of Finance and Budget, when determining the order in which these collection cases will be pursued.**
2. **The Project Manager, with the support of assigned Bureau staff, will prepare a “fee collection information package” for each case.**

In order to pursue these cases, such “fee collection information packages” must include highly detailed and documented information establishing the facts of each case. The Project Manager will have access to Bureau and OFB files and records, and will utilize Bureau staff as appropriate to assist in this effort.

The Bureau recognizes that some particularly complex or lengthy cases may require a significant amount of time to research and then resolve. The Project Manager will implement performance measures that will track progress made, including descriptive statistics that show the number of cases resolved, amount of payments received, payment plans or settlement agreements signed, and amounts requested to be written off through demonstration of uncollectability.

- 3. Upon completion of the “fee collection information package” the Project Manager will prepare and send a demand letter to the owner, the operator, or both.**

Once the Project Manager and Bureau Chief are satisfied that the information contained in the fee collection package is both necessary and sufficient to establish the facts of the case, the Project Manager will prepare a demand letter, signed by the Bureau Chief. At a minimum, this demand letter will explain the basis for the demand, as well as regulatory appeal provisions.

- 4. The Project Manager shall develop and implement procedures to ensure that responses from owners or operators will be followed up promptly.**

It is of over-riding importance to demonstrate to the regulated community that all collections cases will be handled in a consistent and fair manner, and that all information to be relied upon is correct. Accordingly, the Project Manager shall develop and implement procedures designed to ensure that any questions the owner or operator may have concerning their liability are answered promptly, correctly, consistently and fairly for all collections cases. All owners and operators shall be made aware of their right of review for their cases.

- 5. Settlement and enforcement negotiations and decisions will be consistent.**

The Bureau recognizes that individual collections cases will be characterized by unique circumstances. Accordingly, the Project Manager shall, in coordination with the Bureau Chief, develop and implement procedures designed to ensure consistent and fair treatment of owners or operators in all collections cases.

- 6. Referral of cases to the NMED Office of General Counsel (OGC).**

If the steps outlined above do not result in payment of past due fees, or if an owner/operator fails to make a payment pursuant to a signed payment plan, the Bureau shall refer the case to the NMED Office of General Counsel (OGC) for additional actions deemed appropriate by OGC.

- 7. In addition, NMED may engage the contractor to perform additional work, as it deems necessary due to specific project conditions.**

C. SCOPE OF PROCUREMENT

The goal of this RFP is to put into place a contract for the services described in the Scope of Work, (Section II.B). In addition, NMED may engage the contractor to perform additional work, as it deems necessary due to specific project conditions. It is anticipated that the contract will begin in 2004 or as soon as possible thereafter, for an initial term of one (1) year. The contract may be renewed on an annual basis for three (3) additional years. In no case will the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Jim Davis, Procurement Manager
New Mexico Environment Department
Environmental Protection Division
Petroleum Storage Tank Bureau
2044 Galisteo Street
Santa Fe, New Mexico 87504
Telephone: (505) 984-1787
FAX: (505) 984-1738
e-mail: james_davis@nmenv.state.nm.us

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Inquiries and requests made to other state employees will not be answered. All responses to inquiries will be available for review on the World Wide Web through NMED's Home Page www.nmenv.state.nm.us/ or by requesting a copy from the Procurement Manager.

E. DEFINITION OF TERMINOLOGY

The following terms used throughout this RFP, including appropriate abbreviations, shall have the following meanings:

“Activity Status” means the operational status of the facility and tanks in question. The facility and tanks can be active, some or all tanks at a given facility may be in temporary closure, with a temporary closure date, or may be permanently closed with a closure date.

“Collection”, “Collection Cases” means the delinquent tank registration fee cases, which are accounts receivables that are legal cases to be resolved voluntarily or in district court .

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

“Demand Letter” means a letter sent by the Bureau to an owner or operator demanding payment of an outstanding tank registration fee balance.

"Department" means the New Mexico Environment Department.

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

"Determination" means the written documentation of a decision of the 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 New Mexico Department of Finance and Administration.

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

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

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to NMED for contract award that contains all written determinations resulting from the conduct of the procurement requiring the evaluation of competitive sealed proposals.

“Fee Collection Information Package” means the compilation of factual information that demonstrates the basis for the delinquent tank registration fee amount. This information package consists of records of payments received and facility and tank activity status.

"Finalist" means 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.

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

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

"Operator" means any person in control of, or having responsibility for, the daily operation of a storage tank system.

"Owner" means, in the case of a storage tank in use on November 8, 1984, or brought into use after that date, any person who owns a storage tank used for storage, use, or dispensing of regulated substances; and in the case of a storage tank in use before November 8, 1984 but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

"Person" means any individual, trust, firm, joint stock company, federal agency, corporation including a government corporation, partnership, association, state, municipality, commission, political subdivision of a state, or any interstate body. "Person" includes a consortium, a joint venture, a commercial entity, and the United States Government.

"Petroleum" means crude oil, crude oil fractions, and refined petroleum fractions, including gasoline, kerosene, heating oils and diesel fuels.

"Petroleum tank system", "petroleum storage tank" or "petroleum UST" or "petroleum AST" means a storage tank system that contains an accumulation of petroleum or a mixture of petroleum with de minimis quantities of other regulated substances. Such systems include those containing motor fuels, jet fuels, distillate fuel oils, lubricants, petroleum solvents, and used oils.

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

"Procurement Code Regulations" means General Services Department (GSD) Rule 93-601.

"Purchase Order" means the document which directs a contractor to deliver services pursuant to an existing contract.

"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 its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the professional 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 this Request for Proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Secretary" means the Secretary of the New Mexico Environment Department also known as the Secretary of the Environment.

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

"Tank" means a stationary device designed to contain an accumulation of regulated substances which is constructed of non-earthen materials (e.g., concrete, steel, plastic) that provide structural support.

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

(NMED) New Mexico Environment Department

(OGC) Office of General Council

(RFP) Request for Proposal

(PSTB) Petroleum Storage Tank Bureau

(PSTR) New Mexico Petroleum Storage Tank Regulations, 20.5 NMAC

F. BACKGROUND INFORMATION

1. THE NEW MEXICO ENVIRONMENT DEPARTMENT'S MISSION

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. THE NEW MEXICO ENVIRONMENT DEPARTMENT'S GOALS AND OBJECTIVES

We, as custodians of our environment will:

- a. Take a holistic approach to the protection of human health and the environment;
- b. Protect the environmental resources of New Mexico and the health and safety of its citizens and visitors;
- c. Establish environmental baselines for communities across the state and focus on pollution prevention;
- d. Revamp and restructure the pollution prevention program in a way that truly prevents and reduces pollution throughout New Mexico;
- e. Value diversity to improve our ability as a Department to communicate across racial, linguistic and socio-economic lines, public participation and the quality of our decisions will improve;
- f. Seek out that diversity in every corner of the state and we will listen to it;
- g. Focus to looking outside of Santa Fe and Albuquerque, and into our communities;
- h. Harness the energy of our best employees in order to achieve results that matter to the mission of the Department and to the health and environment of New Mexico;

- i. Reward high performance and conversely provide sanctions for workers that aren't accomplishing what is required.

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.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager and scheduling an appointment. The Procurement Library will be located in the New Mexico Environment Department Environmental Protection Division, Petroleum Storage Tank Bureau at the address given in Section II.D of this proposal. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library. Other than offeror-reproduced copies, materials cannot be removed from the library. Copies requested by the offerors may be made by NMED for a fee of \$.25 per copy.

The library contains information listed below:

- State of New Mexico Procurement Regulations, 1.4.1 NMAC
- New Mexico Petroleum Storage Tank Regulations, 20.5 NMAC
- New Mexico Environment Department Organizational Chart
- NMED Petroleum Storage Tank Bureau Organizational Chart

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of 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. Offerors will be notified of any extension.

	Action	Responsibility	Calendar Date
1.	Issue RFP	NMED/SPD	October 11, 2004
2.	Deadline to Submit Written Questions No later than 5:00 PM, MDT	Potential Offerors	October 18, 2004
3.	Response to Written Questions/RFP Amendments	Department	October 25, 2004
4.	Submission of Proposal No later than 3:00 PM, MDT	Offeror	November 1, 2004
5.	Proposal Evaluation	Evaluation Committee	November 8, 2004
6.	Selection of Contractor	Evaluation Committee	November 8, 2004
7.	Finalize Contract	NMED, Contractor	November 22, 2004
8.	Contract Award	NMED	November 29, 2004
9.	Protest Deadline No later than 5:00 PM MDT	Offerors	December 13, 2004

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above in Section III.A.

1. Issue RFP

This RFP is being issued by NMED on October 11, 2004. Additional copies of the RFP can be obtained from the Procurement Manager.

2. Deadline to Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 5:00 P.M., MDT on the day of October 18, 2004. All written questions must be addressed to the Procurement Manager, (Section II.D). Questions received after this date will not be addressed.

3. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on October 25, 2004, to all potential offerors whose organization name appears on the procurement distribution list. This information will also be posted on the NMED website. The Procurement Manager must receive additional written requests for clarification of distributed answers, and/or amendments, no later than five (5) days after the answers and/or amendments were issued.

4. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST November 1, 2004. **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 II.D. Proposals must be submitted in a sealed box or envelope indicating the proposal title and number along with the Proponents name and address clearly marked on the outside of the box or envelope. **Proposals submitted by facsimile will not be accepted.** A public log will be kept of the names of all offeror organizations, which submitted proposals. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award. A completed set of cost detail forms shall be submitted with the proposal in a separate sealed envelope. This separate envelope shall be sealed and labeled to clearly indicate that it contains the completed cost detail forms for this RFP with your firm's name clearly printed.

5. Proposal Evaluation

Proposals received within the date and time specified above, will be evaluated by an evaluation committee designated by NMED. This process will take place between November 1, 2004 and November 8, 2004. During this time, the Procurement Manager may at his discretion initiate discussions with offerors who have submitted responsive, or potentially responsive proposals for the purpose of clarifying aspects of the proposals.

Proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the offerors.

6. Selection of Contractor

The Evaluation Committee will select the winning contractor on November 8, 2004.

7. Finalize Contract

It is anticipated that the professional services contract will be finalized with the most advantageous offeror between November 8, 2004 and November 22, 2004. In the event that mutually agreeable terms cannot be reached within the time specified, NMED reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the procurement as NMED may deem in the best interests of the state.

8. Contract Award

After receipt and review of the Evaluation Committee report, the recommendation of NMED management and the signed contract, it is intended that the NMED will award a contract on November 29, 2004. This date is subject to change at the discretion of the NMED.

The contract shall be awarded to the offeror whose proposal is most advantageous to the state, taking into consideration the evaluation factors set forth in the RFP. The proposal selected may or may not be the proposal with the lowest cost. The award is subject to appropriate State approvals.

9. Protest Deadline

Any protest by an offeror must be timely and conform to NMSA 1978, Section 13-1-172 and other 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, December 13, 2004. Protests must be written and must include the name and address of the protester and the RFP number.

It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager at the address below:

Phyllis J. Martinez
Protest Manager
NMED Environmental Protection Division, OFB
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 code regulations, 1.4.1 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 VI 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. Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. Prime Contractor Responsibility

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

4. 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. NMED will not merge, collate, or assemble proposal materials.

5. 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.

6. 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.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the New Mexico Environment Department and the New Mexico Department of Finance and Administration. 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, NMSA 1978, Sections 57-3A-1 to 57-3A-7. 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 and the New Mexico Environment Department legal council 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.

8. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, hire etc., of any equipment, software, services or professional services offered unless and until a valid written contract is approved by the by the New Mexico Environment Department and the New Mexico Department of Finance and Administration.

9. Termination

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

10. Sufficient Appropriation

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

11. Bound by General Requirements

NMED 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.

12. Governing Law

This procurement and any contract with offerors shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

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

14. Contract Terms and Conditions

The contract between NMED and a contractor will follow the format specified by NMED in Appendix B. NMED reserves the right to negotiate with a successful offeror provisions in addition to those contained in Appendix B of this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal, amendments thereto and any best and final offer will be incorporated into the contract.

Should an offeror object to any of NMED's terms and conditions, that offeror must propose specific alternative language. Offerors must provide a brief discussion of the purpose and effect of each proposed change followed by the specific proposed alternate wording. NMED reserves the right to reject any or all of offer's proposed alternative language. In submitting an offer, Offeror agree to accept Appendix B unamended. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMED and will result in disqualification of the offeror's proposal.

All contracts for professional services are subject to the review and approval of DFA pursuant to Section 13-1-118, NMSA 1978 and 2.40.2 NMAC, and 1.4.1 NMAC.

Pursuant to Section 13-1-118, NMSA 1978, 2.40.2 NMAC, and 1.4.1 NMAC, all professional services contracts which may involve the aggregate expenditure of more than \$200,000 shall be reviewed and approved by the Department of Finance and Administration and the Attorney General prior to execution by NMED.

15. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMED and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal. Any additional terms and conditions that NMED may, at NMED's sole discretion, accept will be incorporated into any final contract.

16. 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 NMSA 1978, Sections 13-1-83 and 13-1-85.

17. 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.

18. Change in Contractor Representatives

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

19. Notice

The Procurement Code, NMSA 1978, Sections 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 bribes, gratuities and kick-backs.

20. Department Rights

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

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from NMED 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.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of NMED and the State of New Mexico.

23. 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 ensure 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 NMED, the version maintained by the NMED shall govern.

24. General Liability

As between NMED 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. Any contract that results from this RFP is 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.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one proposal shall be submitted by each offeror for consideration.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of each proposal to the person and location specified in Section II.D on or before the closing date and time for receipt of proposals.

C. NUMBER OF PAGES IN THE PROPOSAL

The proposal for this project shall be limited to fifteen (15) pages in length. Documentation regarding required attachments and the proposal summary are exempt from this page limitation requirement.

D. PROPOSAL FORMAT

Responses consisting solely of marketing material, or electronic versions of proposals, will be deemed non-responsive and will be rejected on that basis. All proposals must be typewritten with a font equal to or larger than 10, on standard 8 ½” x 11” paper. All materials must be placed within a binder with tabs 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.

E. PROPOSAL ORGANIZATION

The proposal 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)	Proposal Summary for Scope of Work
e)	Response to Agency Terms and Conditions
f)	Offeror's Additional Terms and Conditions (If Any)
g)	Other Supporting Material
h)	Mandatory-Offeror’s Cost Response to the RFP (Section V.D.)

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. Proposed costs must included as per Section IV.E.h. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The offeror shall include a proposal summary (section “c” above) with a one page maximum length to provide the Evaluation Committee with an overview of the technical and business features of the proposal. The proposal summary will not count toward the proposal page length limitations described in Section IV.C.

F. LETTER OF TRANSMITTAL

Each proposal must be accompanied by a letter of transmittal. 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 III.C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

G. MANDATORY SPECIFICATIONS

Please see Section V of this RFP for the information to be included in this section of your proposal.

H. OTHER MATERIAL

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.

V. SPECIFICATIONS

This section contains technical specifications and other relevant information.

Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points according to the Evaluation Factors presented in Section VI.B.

A. PROJECT APPROACH

Offerors must include in the response, a narrative of the ability to perform the scopes of work, as detailed in Section II.B., addressing the requirements of 20.5 NMAC and this Request for Proposals.

B. EXPERIENCE AND REFERENCES

1. Corporate and Staff Experience

Offerors must also include, in the proposal, credentials of the key personnel responsible for the completion of the scope of work. These credentials must include but are not limited to the following: academic degrees and other pertinent training information, and experience in storage tank regulatory programs or other relevant experience. The resumes or experience narratives attached thereto should describe the specific experience of each proposed staff member as it relates to knowledge of and experience in petroleum storage tank regulatory programs or other relevant experience. This is not subject to the page limitations.

2. References

Offerors must submit three (3) references of previous clients who have received similar services to those proposed by the offeror for this contract. Each reference must include the organization name, name of the contact person, address, telephone number and description of services provided. Current NMED Petroleum Storage Tank Bureau personnel may not be used as references.

C. COST

The offeror must propose a firm, fixed cost for completion of all tasks defined in Section II.B. **For this cost comparison, do not include New Mexico Gross Receipts Tax.**

The applicable New Mexico Gross Receipts Tax will be paid by the Contractor and reimbursed by NMED, but for the purposes of this exercise, do not include New Mexico Gross Receipts Tax in your cost calculations.

NMED does not and will not offer in-house support for work completed in response to this RFP or the resulting contract.

VI. EVALUATION

Note: Please thoroughly review the evaluation point summary (Section VI.A and VI.B of this RFP). In order for your proposal to be properly evaluated, documentation for all of the categories in Section VI.A and VI.B must be submitted.

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Points will be awarded on the basis of the following evaluation factors:

		Points
1.	PROJECT APPROACH	
	Does the proposal address the requirements of this RFP?	150
	Does the proposal address the requirements of the PSTB?	150
2.	EXPERIENCE AND REFERENCES	
	Proposed project staff members relevant experience	50
	Offeror's relevant experience	50
	References	25
3.	COST	
	a. Cost	75
	Total	===== 500

B. EVALUATION FACTORS

In the evaluation of proposals each firm's historic capability of managing complex projects and the ability to meet deadlines will be judged.

1. **PROJECT APPROACH** - Up to 300 points, as outlined in Section V.A.1, will be awarded based upon the managerial merit to the project approach including the thoroughness, understanding and applicability of the approach as measured against the elements of the detailed scope of work.

Managerial merit will be based on the following:

- Responsiveness to the RFP documents and the NMED Petroleum Storage Tank Regulations.
- Plans for successfully completing the Scope of Work outlined in Section II.B.
- NMED's past experience with the Firm and/or proposed field personnel.

The proposal must address the requirements of this RFP and the PSTB. The overall approach recommended in the proposal and its applicability to the detailed scope of work.

2. EXPERIENCE AND REFERENCES - Up to 100 points (50 points for staff members experience and 50 for corporate experience) will be awarded based upon the offeror's experience on similar projects. Up to 25 points will be awarded based on the offeror's corporate references with regard to customer satisfaction, quality and timeliness of work performed for previous clients and the company's experience in successfully and promptly completing tasks similar to the tasks to be performed pursuant to this RFP.

3. COST

The evaluation of each offeror's cost proposal will be conducted using actual cost estimates. Up to 75 points will be awarded based upon cost.

Pursuant to the PSTR 20.5.17.301.E NMAC, providing for an in-state preference, for the purposes of assigning points for this criterion, the costs submitted by an offeror who is a "resident business" will be multiplied by a factor of 0.95 prior to beginning evaluation of this factor.

C. EVALUATION PROCESS

The following paragraphs describe the process used to evaluate the submitted proposals.

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III.C.
3. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted.
5. The responsive offeror whose proposal is most advantageous to NMED, taking into consideration the evaluation factors in Section VI.B, will be recommended for contract award. 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

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 _____, hereinafter referred to as Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Scope of Work shall consist of the tasks specified below. Additional tasks may be necessary, based on knowledge gained during the project.

- A. The Project Manager will utilize a prioritized list of collection cases, prepared by the Bureau and the Office of Finance and Budget, when determining the order in which these collection cases will be pursued.
- B. The Project Manager, with the support of assigned Bureau staff will prepare a “fee collection information package” for each case.
- C. Upon completion of the “fee collection information package” the Project Manager will prepare and send a demand letter to the owner, the operator, or both.
- D. The Project Manager shall develop and implement procedures to ensure that responses from owners or operators will be followed up promptly.
- E. Settlement and enforcement negotiations and decisions will be consistent.
- F. Referral of cases to the NMED Office of General Counsel (OGC) to take further action as appropriate.
- G. In addition, NMED may engage the contractor to perform additional work, as it deems necessary due to specific project conditions.

2. Compensation. (this section may look slightly different for each contract)

- A. NMED shall compensate the Contractor for satisfactory performance of services specified in the Scope of Work. NMED shall pay Contractor at the rate of \$_____ per (hour/day/etc), excluding gross receipts tax.
- B. NMED shall pay to Contractor New Mexico gross receipts tax levied on the amounts payable under this contract totaling \$_____.

- C. The total amount payable to Contractor under this contract, including New Mexico gross receipts tax, shall not exceed \$_____.
- D. Payment shall be made upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder. The detailed statement of accounting shall be submitted to:

New Mexico Environment Department
Contact Name
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, NM 87502

- E. 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.

3. Term

This contract shall not become effective until approved by NMED and appropriate encumbering documents are approved by the Department of Finance and Administration. This contract shall terminate on _____, unless terminated pursuant to paragraph 4, infra, or paragraph 5, and may be renewable for an additional three (3) years. In no event shall the term of the Contract exceed a total of four (4) years.

4. Termination

This contract may be terminated by either party upon written notice delivered to the other party at least sixty (60) 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. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and re reportable for self-employment tax.

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, for three years, 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 and/or illegal payments.

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

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 NMED.

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 from contracting with the federal government. 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 executed this contract as of the date of signature by the DFA Contracts Review Bureau, below.

NEW MEXICO ENVIRONMENT
DEPARTMENT

CONTRACTOR NAME HERE

By: _____
Ron Curry
Secretary

By: _____
XXXXXXXX XXXXXXXX
Title

Date: _____

Date: _____

Approved as to form and Legal Sufficiency

By: _____
Tracy Hughes
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: _____

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____