

**NEW MEXICO ENVIRONMENT DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**On-site Training and Technical Assistance for New Mexico  
Drinking Water and Wastewater Treatment Facilities**

**RFP# 19-667-2030-0001**



**Opening of Request for Proposals**

June 27, 2019

**Award of Contract (s)**

August 30, 2019

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish multiple contracts through competitive negotiations for the procurement of selecting qualified training provider(s), either singly or in partnership with other qualified individuals or firms, for the purpose of providing on-site training and technical assistance for New Mexico drinking water and wastewater treatment facilities located throughout the State, providing classroom training to drinking water operators and managers, providing classroom training to New Mexico Environment Department (NMED) (herein after “Agency” within this document) personnel on wastewater treatment topics, and reporting on training, and other technical assistance activities. On-site training and technical assistance for New Mexico wastewater treatment facilities shall be conducted in accordance with the requirements outlined in the FY19 CWA Section 106 Ground Water Program grant. The training and assistance for public drinking water systems shall be conducted in accordance with the Safe Drinking Water Act and NM drinking water regulations.

For the low-cost nutrient removal project, the purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of selecting qualified training provider(s) either singly or in partnership with other qualified individuals or firms for the purpose of providing classroom and on-site training programs and continuing remote support to wastewater operators to optimize nutrient removal at facilities regulated under the National Pollutant Discharge Elimination System (NPDES) program. The training and assistance for low-cost nutrient removal shall be conducted in accordance with EPA’s NPDES program and NM surface water regulations.

The Offeror(s) shall be compensated for approved deliverables. Offeror(s) may choose to respond to all three proposals or submit an individual proposal for one of the following:

- on-site training and technical assistance for New Mexico wastewater treatment facilities,
- training and assistance for public drinking water systems or
- training and assistance for the low-cost nutrient removal project.

The Agency reserves the right to cancel the procurement and award no contract if it is deemed in the best interest of the State.

### **B. BACKGROUND INFORMATION**

The New Mexico Environment Department’s mission is to protect and restore the environment, and to foster a healthy and prosperous New Mexico for present and future generations. The New Mexico Environment Department was established by the Department of the Environment Act, NMSA 1978, Sections 9-7A-1 to -14. The contract will allow the GWQB and EHB to provide the technical assistance needed to achieve compliance with permit conditions while avoiding the need to initiate enforcement actions against these facilities. In addition, the contract will provide

classroom training (in Santa Fe) on the design, operation, and maintenance of wastewater treatment facilities to staff from the GWQB, Surface Water Quality Bureau, and the Liquid Waste Program. The contract is imperative for the GWQB to achieve its goals of protecting groundwater and human health while assisting permittees attain compliance with permit requirements. This contract will allow the Drinking Water Bureau to provide assistance and training to public water systems to improve the ability to meet and maintain state and federal compliance requirements. This contract will also allow the Surface Water Quality Bureau to provide assistance and training to wastewater systems to enhance nutrient removal without significant capital investment to improve water quality in impaired waters and meet water quality standards.

### **C. SCOPE OF PROCUREMENT**

The purpose of this RFP is to put in place contracts for the services as described in the Scope of Work, Section IV. The qualified provider(s) shall provide on-site training and technical assistance to drinking water and/or wastewater treatment facility operators, managers, and laboratory personnel throughout New Mexico; provide classroom training on wastewater treatment topics to the Agency personnel; provide classroom training to public water system operators and managers; provide low-cost nutrient removal training and assistance to wastewater treatment facility operators; and report training and technical assistance activities to the Agency. The award will be a one (1) year (FY19) contract with the option to extend for the three (3) successive one (1) year terms for a total not to exceed four (4) years under the same terms and conditions as stated in the original contract.

Multiple contracts may be awarded under this RFP. Work will be assigned at NMED's discretion on an as-needed basis. The total amount of work in any one Federal Fiscal Year is dependent upon available federal and state funding. To maximize efficiency, NMED plans to use all of its contractors for services over the life of the contract; however, if a contractor is not responsive, or produces work that does not meet NMED's standards, NMED is under no obligation to continue to provide work to that particular contractor.

NMED reserves the right to divide or continue the work in any manner it deems appropriate or advisable if a multiple source award is made pursuant to this RFP. NMED's scheduling of tasks and funding may not allow for the implementation of all tasks described in this RFP.

### **D. PROCUREMENT MANAGER**

1. The Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Nancy McDuffie, Procurement Manager  
Address: New Mexico Environment Department  
Ground Water Quality Bureau  
1190 South St. Francis Drive

Santa Fe, NM 87502-5469

Telephone: (505) 222-9523  
Fax: (505) 827-2965  
Email: Nancy.McDuffie@state.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

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

**“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

**“Award”** means the final execution of the contract document.

**“Business Hours”** means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

**“Confidential”** means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.

**“Contractor”** means any business having a contract with a state agency or local public body.

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

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Offeror personnel, as well as subcontractor personnel if appropriate.

**“IT”** means Information Technology.

**“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.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

**“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.



**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (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 means an offer 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.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“SPD”** means State Purchasing Division of the New Mexico State General Services Department.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

**“State (the State)”** means the State of New Mexico.

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

**“State Fiscal Year”** means the revenue and budget year for the state. New Mexico’s fiscal year starts on July 1 and ends the following June 30.

**“State Purchasing Agent”** means the director of the purchasing division of the general services department.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

The following Acronyms are used within this RFP and shall be defined as follows:

**(ASD)** New Mexico Environment Department Administrative Services Division.

**(DFA)** New Mexico Department of Finance and Administration.

**(DWB)** Drinking Water Bureau.

**(EHB)** New Mexico Environmental Health Bureau.

**(GSD)** New Mexico General Services Department.

**(GWQB)** Ground Water Quality Bureau.

**(MDT)** Mountain Daylight Savings Time.

**(MST)** Mountain Standard Time.

**(NMAC)** New Mexico Administrative Code.

**(NMED)** New Mexico Environment Department.

**(OFB)** Office of Finance & Budget.

**(PE)** Professional Engineer.

**(RFP)** Request for Proposal.

**(SWQB)** Surface Water Quality Bureau

**(WQCC)** New Mexico Water Quality Control Commission.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

<https://www.env.nm.gov/requests-for-proposals/>.

The Procurement Manager has also established a library for GWQB, DWB and SWQB and will have the following listed below:

- State of New Mexico Procurement Regulations, 1.4.1.NMAC
- New Mexico Water Quality Control Commission (WQCC) Ground and Surface Water Protection Regulations, 20.6.2 NMAC
- New Mexico WQCC Standards for Interstate and Intrastate Surface Waters, 20.6.4 NMAC
- The Federal Clean Water Act (33 U.S.C. §1251 et seq. (1972))
- EPA Administered Permit Programs – the National Pollutant Discharge Elimination System (40 CFR Part 122)
- An example of a ground water Discharge Permit, DP-XXXX
- The [Federal Safe Drinking Water Act](#) (42 U.S.C. §300f et seq. (1974); Pub. L. 93-523, Title XIV)
- EPA [National Primary Drinking Water Regulations](#)
- NM Drinking Water Regulations [20.7.10 NMAC](#)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	NMED	June 27, 2019
2. Distribution List	NMED	July 10, 2019
3. Deadline to submit Questions	Potential Offerors	July 15, 2019
4. Response to Written Questions	Procurement Manager	July 19, 2019
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>July 31, 2019</b>
6. Proposal Evaluation	Evaluation Committee	August 5, 2019- August 9, 2019
7. Selection of Finalists	Evaluation Committee	August 14, 2019
8. Best and Final Offers	Finalist Offerors	August 16, 2019
9. Oral Presentation(s)	Finalist Offerors	August 16, 2019
10. Finalize Contractual Agreements	Agency/Finalist Offerors	August 19, 2019- August 20, 2019
11. Contract Awards	Agency/ Finalist Offerors	August 30, 2019
12. Protest Deadline	SPD	September 14, 2019

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Environment Department on **June 27, 2019**.

## **2. Acknowledgement of Receipt**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, 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 to the Procurement Manager by 3:00 p.m. MST on **July 10, 2019**

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **3:00 p.m. MST on July 15, 2019**. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

<https://www.env.nm.gov/requests-for-proposals/>.

## **5. 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 MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **July 31, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the On-site Training and Technical Assistance for New Mexico Drinking Water and Wastewater Treatment Facilities

19-667-2030-0001. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Selection of Finalists**

NMED plans multiple contract awards. The actual number will be dependent upon NMED's discretion and the quality and competitiveness of the proposals received. The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **8. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

## **9. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

## **10. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the New Mexico Environment Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 p.m. Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Joseph Lovato, Chief Procurement Officer  
New Mexico Environment Department  
P.O. Box 5469  
Santa Fe, NM 87502-5469  
Office phone: (505) 476-3718  
Email: JosephM.Lovato@state.nm.us

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or 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 contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **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. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.



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 for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. 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.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: 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 Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **9. No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the Agency 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 an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to

be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

## **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 contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

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

## **22. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, 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 and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

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

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall

not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

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

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<https://www.env.nm.gov/requests-for-proposals/>.

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information

<http://www.insurenwemexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second

month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **29. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## **30. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

## **31. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- B. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

## **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written



notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **33. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A copy of the certification must accompany your proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany your proposal.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors MUST deliver:

1. **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPIES shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Un-redacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPIES of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **un-redacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

**The original proposal must be received no later than the time and date indicated in Section II.B.5.**

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

### **1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal (Binder 1):**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions
- F. Offeror's Additional Terms and Conditions
- G. Response to Specifications **(except cost information which shall be included in Cost Proposal/Binder 2 only)**
  - 1. Organizational and Training Experience
  - 2. Organizational References
  - 3. Mandatory Specifications
  - 4. Training Plans
  - 5. New Mexico Preferences (If applicable)
- H. Other Supporting Material (If applicable)

#### **Cost Proposal (Binder 2):**

- 1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **A. DETAILED SCOPE OF WORK**

The project will consist of:

- Providing on-site training and technical assistance to drinking water and/or wastewater treatment facility operators, managers, and laboratory personnel throughout New Mexico;
- Providing classroom training to drinking water and wastewater operators, managers and sample collectors;
- Providing classroom training and on-site technical assistance to wastewater treatment facility operators for low-cost nutrient removal;
- Providing classroom training on wastewater treatment topics to the Agency personnel; and
- Reporting training and technical assistance activities to the Agency.

The Offeror shall provide the following services for the Agency:

1. On-site training and technical assistance for wastewater:
  - The Offeror shall provide on-site training and technical assistance through site visits to wastewater treatment facilities regulated under Discharge Permits issued by the Agency and former facilities having Discharge Permits that may qualify for technical oversight of the Discharge Permit transfer to the NMED EHB Liquid Waste Program.
  - The Offeror shall conduct site visits with or without the Agency's personnel present. A list of facilities needing assistance will be maintained by both the GWQB and EHB and the priority and secondary sites to receive assistance each quarter will be identified for the Offeror. At the beginning of each quarter, the Offeror and each regulating bureau will meet to identify site visits to be conducted during the quarter and the goals of the on-site assistance for each facility. Sites already visited that need to receive repeat assistance will also be identified. The Offeror will then contact the identified sites to arrange site visits and coordinate with the GWQB and EHB technical reviewers to afford the reviewers a chance to attend the site visit. The initial visit to a site will be utilized to identify the causes of non-compliance with state and federal Discharge Permits and identify training and technical assistance needs. Training and technical assistance may begin, and will sometimes be completed, on the initial visit. In other cases, multiple visits will be necessary to meet the

training goals and to ensure operation and maintenance of a treatment system meets all permits requirements and effluent limits.

2. Classroom training for NMED personnel:

- The Offeror shall provide up to three half-day (4 hours) in-person classroom training for Agency personnel. The course topics will be decided upon by Agency personnel, with the qualified consulting and assistance of the Offeror. The Offeror shall expect course topics to include the following, but not limited to:
  - a) General information on the design, operation and/or maintenance of wastewater treatment facilities, sanitary sewers and solids handling facilities;
  - b) Sample collection, preservation, transport, and analysis using methodologies identified under Section 20.6.2.3107 of the WQCC Regulations (20.6.2 NMAC) and under Section 20.7.3.901 of the Liquid Waste Disposal and Treatment Regulations (20.7.3 NMAC) for wastewater, reclaimed wastewater, soils, and sludges;
  - c) Water reclamation; or
  - d) Related topics.
- Classroom training shall be conducted in Santa Fe or Albuquerque at a location provided by the Agency.
- The Offeror agrees that training may occur at any period throughout the awarded contract. The Offeror shall be required to meet with representatives of GWQB and EHB to plan training topics and training seminar dates.
- The Offeror shall develop training outlines, including both printed and electronic training materials, to be used and provided to Agency personnel in the classroom training sessions.
- Training materials shall be approved for use by GWQB and EHB.
- The Offeror shall require that all training to be presented is pre-qualified for receipt of utility operator "training credits" on a one-for-one basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The Offeror and/or training provider will be required to maintain a list of certified operators that attend the training sessions and remit credits to the Utility Operator Certification Program of the Agency in accordance with applicable training credit submittal policies.

3. Reporting to GWQB and EHB:

- The Offeror will prepare written reports on the quarterly activities and shall prepare a written summary report at the end of each quarter. The reports shall detail:
  - a) The location, date and participants of on-site visits;

- b) The identified causes of non-compliance, or threats to compliance, for each facility;
- c) The training and technical assistance provided during each on-site visit;
- d) Recommendations for the purchase of any additional equipment or the replacement of defunct equipment for proper treatment and disposal activities to bring the effluent discharge into compliance;
- e) The outcome of the training and technical assistance activities; and
- f) Recommendations for future training or technical assistance activities at each site.

The report shall be submitted to GWQB and EHB within 30 days prior to the end of each quarter. The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of GWQB to identify report details. The end-of-year summary report shall be submitted to GWQB within 30 days before the end of the fiscal year.

4. Drinking water operator on-site technical assistance:

- On-site technical assistance work for drinking water systems will be requested by work order based on drinking water system needs and available funding. The work order will include information on the compliance problem and any work already completed. Technical on-site assistance will include identifying potential solutions and working with the certified operator to resolve the problem. The deliverable for each drinking water system site visit is a report describing the hours worked, system operator or staff worked with and tasks completed.

5. Drinking Water Bureau certified operator, board/manager, or certified sampler classroom trainings are full day (6-8 hour) trainings in topics with content approved or requested by the Drinking Water Bureau in advance. Locations, approximate times and training topics will be requested by work order as needed. Deliverables for each classroom training include a copy of the presentation material to be approved in advance of the training, a copy of the classroom sign in sheet and any evaluations or feedback from the audience. Trainers must register classes and attendees for continuing education credits as necessary.

6. Reporting to DWB:

- The Offeror shall prepare written reports on the quarterly activities. The reports shall detail:
  - a) The location, date and participants of classroom trainings;
  - b) The location, date and participants of on-site visits;
  - c) The training and technical assistance provided during each on-site visit;

- d) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
    - e) The outcome of the training and technical assistance activities; and
    - f) Recommendations for future training or technical assistance activities at each site.
  - The reports shall be submitted to DWB within 30 days prior to the end of each quarter.
  - The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of DWB to identify report details. The end-of-year summary report shall be submitted to DWB within 30 days before the end of the fiscal year.
7. Low-cost nutrient removal training and on-site technical assistance:
- Classroom training. The Offeror shall conduct one- to two-day training programs for wastewater operators to optimize nitrogen and phosphorus removal in wastewater treatment facilities. The Offeror shall expect course topics to include the following:
- a) Detailed knowledge of the biochemistry of nutrient cycles;
  - b) Treatment systems and nutrient removal;
  - c) Operational optimization for nutrient removal possibly in systems not designed for nutrient removal; and,
  - d) Related topics.
- The Offeror agrees that trainings may occur at any period throughout the awarded contract. The Offeror shall be required to meet with representatives of SWQB to plan training topics and classroom training dates.
  - The Offeror shall develop training outlines, including both printed and electronic training materials, to be used and provided to Agency personnel in the classroom training sessions.
  - The Offeror shall require that all training to be presented is pre-qualified for receipt of utility operator “training credits” on a one-for-one basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The Offeror and/or training provider will be required to maintain a list of certified operators that attend the training sessions and remit credits to the Utility Operator Certification Program of the Agency in accordance with applicable training credit submittal policies.

On-site technical assistance and support. The Offeror shall provide on-site training and technical assistance focusing on operational optimization for nutrient removal through site visits to wastewater treatment facilities regulated under the National Pollutant Discharge Elimination System (NPDES) program.

- A list of wastewater facilities needing assistance will be maintained by the SWQB and the priority and secondary sites to receive assistance each quarter



will be identified for the Offeror. The Offeror will contact the identified sites to arrange site visits and coordinate with the SWQB technical reviewers.

- The Offeror shall conduct half-day site visits to offer on-site technical assistance to participants of the classroom training.
- The objective of the site visits shall be to identify opportunities for the creation of optimal biological habitats for nitrogen and phosphorus removal bacteria.
- During the half-day site visit, a technical team comprised of the Offeror and SWQB personnel shall meet with wastewater operator(s) to discuss operations, tour the plant, review data, and brainstorm process changes and other opportunities for optimizing nutrient removal.
- The technical team shall provide specific recommendations to the wastewater operators for low-cost operational and process changes to improve nutrient removal.

Remote support. Following every site visit, the Offeror shall send a report on the visit to plant staff and SWQB.

- The Offeror shall prepare written reports following every site visit. The reports shall detail:
  - a) The location, date and participants of the on-site visit;
  - b) The training and technical assistance provided during the on-site visit;
  - c) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
  - d) The outcome of the technical assistance activities; and
  - e) Recommendations for future training or technical assistance activities at each site.
- The reports shall be submitted to SWQB and plant staff within 30 days after the site visit.
- The Offeror shall provide participating operators with on-going telephone and email support related to operational optimization for nutrient removal.
- When experiments fail to provide the desired results, or when setbacks occur, the Offeror shall provide remote support to plant staff to identify any corrections or modifications that should be pursued, to ensure operation and maintenance of the treatment system to remove nutrients, and to meet water quality standards and permit requirements, as applicable.

Reporting to SWQB:

- The Offeror shall prepare written reports on the quarterly activities. The reports shall detail:
  - a) The location, date and participants of classroom trainings;
  - b) The location, date and participants of on-site visits;

- c) The training and technical assistance provided during each on-site visit;
  - d) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
  - e) The outcome of the training and technical assistance activities; and
  - f) Recommendations for future training or technical assistance activities at each site.
- The reports shall be submitted to SWQB within 30 days prior to the end of each quarter.
  - The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of SWQB to identify report details.
  - The end-of-year summary report shall be submitted to SWQB within 30 days before the end of the fiscal year.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational and Training Experience**

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of training, materials, and modules for New Mexico drinking water and wastewater treatment facilities;
- b) indicate how many on-site trainings and technical assistance have been provided in the last two years and what percentage of business revenue is derived from New Mexico drinking water and wastewater treatment facilities;
- c) identify key personnel (general managers, project managers, administrative team, support staff, and operators) who will be assigned to perform all tasks as outlined in this RFP, listing their relevant skills, NM operator certification level (if applicable) and experience; and
- d) describe at least two project successes and one difficult project the offeror encountered while providing on-site technical assistance and training. Include how each experience improved the Offeror's services.

### **2. Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years.

**Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **5:00 PM Mountain Standard Time on the Date Specified in Section II (A) Sequence of Events** for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

### **3. Mandatory Specifications**

Offerors **must** describe, in narrative format, previous experiences working and coordinating with staff and clients to prepare needs assessments(s). Examples must include looking at current and future conditions, demonstration of their approach to preparing training plans, and advanced understanding of the overall training assessment process, as well as demonstrate the capacity to plan, implement and evaluate both a statewide assessment and regular training assessments.

- a) Documentation demonstrating New Mexico Certified Operator certification(s) and/or environmental clearances that will be needed to implement the project. Describe any progress that has already been made to obtain certifications and/or clearances.
- b) Documentation demonstrating the firm's or project team's availability and details regarding the Offeror's available technical staff, expertise, and services necessary to complete the Scope of Work must be submitted.
- c) List equipment that is owned and/or rented by the Offeror for troubleshooting, training, on-site analysis, sample collection and any other pertinent applications necessary to complete the Scope of Work.

#### 4. Training Plans

Offeror shall submit training plans, including a description, in narrative format, of how Offeror plans to meet or exceed each of the training requirements detailed in the Scope of Work. Offeror shall provide examples of training materials. The examples shall include, but are not limited to, written materials and/or examples of training (links or PowerPoint presentation).

### C. BUSINESS SPECIFICATIONS

#### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to provide the Letter of Transmittal Form will result in Offeror being deemed non-responsive and will be eliminated from all consideration under this RFP.**

#### 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to provide the Campaign Contribution Disclosure Form will result in Offeror being deemed non-responsive and will be eliminated from all consideration under this RFP.**

#### 3. Cost

The Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal. Cost will be measured by the following components.

- a. A specific cost estimate for each one-day on-site technical assistance and training site visit. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.
- b. A specific cost estimate for each half day classroom training event. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of half day classroom training events that your firm is proposing to perform per quarter.
- c. A specific cost estimate for each full day classroom training event. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect

costs, etc. The maximum and minimum number of full day classroom training events that your firm is proposing to perform per quarter.

- d. A specific cost estimate for fulfilling the quarterly and end-of-year reporting requirements for the contract when work is completed. Provide the basis for the estimate, including report preparation costs, anticipated travel associated with meetings to fulfill the contract goals, etc.
- e. A total estimated cost of the entire project taking into account preferred number of site visits, classroom training events and the meeting/reporting needed to fulfill the contract.
- f. A total cost estimate for the low-cost nutrient removal training and on-site technical assistance project taking into account preferred number of classroom training events, site visits, and the required reporting elements to fulfill the contract. The total cost estimate for this project should be further broken down into specific cost estimates for:
  - each classroom training event, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of classroom training events that your firm is proposing to perform per quarter.
  - each technical assistance site visit, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of site visits that your firm is proposing to perform per quarter.
  - quarterly and end-of-year reporting requirements for the contract, including report preparation costs, anticipated travel associated with meetings to fulfill the contract goals, etc.

#### 4. Resident Business or Resident Veterans Preference

The New Mexico Preferences shall not apply, as the expenditures for this RFP includes federal funds.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>A. Technical Specifications (300 Total)</b>	
A.1. Organizational and Training Experience (200 Total)	
A. 1.a.) Corporate Experience	50
A. 1.b.) Training and Percent of Revenue	50
A. 1.c.) Key Personnel	50
A. 1.d.) Successes and Difficult Project	50

A.2. Organizational References	100
<b>B. Mandatory Specification (400 Total)</b>	
B.1. Mandatory Specifications	150
B. 1.a.) Documentation demonstrating New Mexico Certified Operator certification(s)	50
B. 1.b.) Documentation demonstrating availability	50
B. 1.c.) Equipment list	50
B.2. Training Plans	100
<b>C. Business Specifications (300 Total)</b>	
C.3. Letter of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	300
<b>TOTAL</b>	<b>1,000 points</b>
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	

Table 1: Evaluation Point Summary

## B. EVALUATION FACTORS

### 1. A.1 Organizational and Training Experience (See Table 1)

Points will be awarded based on the extent of the Offeror's knowledge and experience in drinking water and wastewater training and assistance. It should be thorough and describe the full extent of Offeror's experience as well as its knowledge of specific plans for providing on-site training and technical assistance to drinking water and wastewater treatment facility operators, managers, and laboratory personnel throughout New Mexico; providing classroom training on drinking water and wastewater treatment topics to the Agency personnel; providing classroom training to drinking water and wastewater facility operators; and reporting training and technical assistance activities to the Agency.

For the low-cost nutrient removal project, points will be awarded based on the extent of the Offeror's knowledge and experience in wastewater training and assistance specifically related to nutrient removal and operational optimization to achieve nutrient removal. It should be thorough and describe the full extent of Offeror's nutrient-related experience as well as its knowledge of specific plans for providing on-site training and technical assistance to wastewater treatment facility operators throughout New Mexico to optimize nitrogen and phosphorus removal at wastewater treatment facilities.

### 2. A.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F concerning the quality of the Offeror's services, timeliness of services,

responsiveness to problem solving and the level of satisfaction with the Offerors overall performance. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

**3. B.1 Mandatory Specifications (See Table 1)**

Points will be awarded based on the Offeror's overall and relevant training assessment process and knowledge of current training needs, and its ability to demonstrate the capacity to plan, implement and evaluate both a statewide assessment and regular training assessments.

**4. B.2 Training Plans (See Table 1)**

Points will be awarded based on the thoroughness of Offeror's submitted training plans, and the extent of Offeror's experience specific to the training requirements listed in the RFP in Section IV Detailed Scope of Work. Each item should be fully addressed and should be clear and well-written. Responses should include extensive and specific plans and/or examples. Offerors will be awarded points based on the depth, breadth, thoroughness, and clarity of their responses.

**5. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**7. C.3 Cost (See Table 1)**

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

$$\frac{\text{Lowest Responsive Offer Cost}}{\text{This Offeror's Cost}} \times \text{Available Award Points}$$

**8. C.4. New Mexico Preferences**

The New Mexico Preferences shall not apply, as the expenditures for this RFP includes federal funds.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications 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. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**  
**REQUEST FOR PROPOSAL**

On-site Training and Technical Assistance for  
New Mexico Drinking Water and Wastewater Treatment Facilities  
**19-667-2030-0001**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 pm on **July 10, 2019**. 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 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 Proposal.

Nancy McDuffie, Procurement Manager  
New Mexico Environment Department  
Ground Water Quality Bureau  
P.O. Box 5469  
1190 St. Francis Drive  
Santa Fe, NM 87502-5469  
Telephone: (505) 222-9523  
Email: Nancy.McDuffie@state.nm.us

## **APPENDIX B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

#### DISCLOSURE OF CONTRIBUTIONS:

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

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

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)  
WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX C**

### **SAMPLE CONTRACT**

#### **STATE OF NEW MEXICO**

#### **New Mexico Environment Department**

#### **PROFESSIONAL SERVICES CONTRACT #**

THIS AGREEMENT is made and entered by and between the State of New Mexico, Environment Department, hereinafter referred to as the “Agency,” and **SELECTED CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

**1. Detailed Scope of Work**

The project will consist of:

- Providing on-site training and technical assistance to drinking water and/or wastewater treatment facility operators, managers, and laboratory personnel throughout New Mexico;
- Providing classroom training to drinking water and wastewater operators, managers and sample collectors;
- Providing classroom training and on-site technical assistance to wastewater treatment facility operators for low-cost nutrient removal;
- Providing classroom training on wastewater treatment topics to the Agency personnel; and
- Reporting training and technical assistance activities to the Agency.

The Offeror shall provide the following services for the Agency:

**1. On-site training and technical assistance:**

- The Offeror shall provide on-site training and technical assistance through site visits to wastewater treatment facilities regulated under Discharge Permits issued by the Agency and former facilities having Discharge Permits that may qualify for technical oversight of the Discharge Permit transfer to the NMED EHB Liquid Waste Program.
- The Offeror shall conduct site visits with or without the Agency’s personnel presence. A list of facilities needing assistance will be maintained by both the GWQB and EHB and the priority and secondary sites to receive assistance each quarter will be identified for the Offeror. At the beginning of each quarter, the

Offeror and each regulating bureau will meet to identify site visits to be conducted during the quarter and the goals of the on-site assistance for each facility. Sites already visited that need to receive repeat assistance will also be identified. The Offeror will then contact the identified sites to arrange site visits and coordinate with the GWQB and EHB technical reviewers to afford the reviewers a chance to attend the site visit. The initial visit to a site will be utilized to identify the causes of non-compliance with state and federal Discharge Permits and identify training and technical assistance needs. Training and technical assistance may begin, and will sometimes be completed, on the initial visit. In other cases, multiple visits will be necessary to meet the training goals and to ensure operation and maintenance of a treatment system meets all permits requirements and effluent limits.

2. Classroom training for NMED personnel:

- The Offeror shall provide up to three half-day (4 hours) in-person classroom training for Agency personnel. The course topics will be decided upon by Agency personnel, with the qualified consulting and assistance of the Offeror. The Offeror shall expect course topics to include the following, but not limited to:
  - a) General information on the design, operation and/or maintenance of wastewater treatment facilities, sanitary sewers and solids handling facilities;
  - b) Sample collection, preservation, transport, and analysis using methodologies identified under Section 20.6.2.3107 of the WQCC Regulations (20.6.2 NMAC) and under Section 20.7.3.901 of the Liquid Waste Disposal and Treatment Regulations (20.7.3 NMAC) for wastewater, reclaimed wastewater, soils, and sludges;
  - c) Water reclamation; or
  - d) Related topics.
- Classroom training shall be conducted in Santa Fe or Albuquerque at a location provided by the Agency.
- The Offeror agrees that training may occur at any period throughout the awarded contract. The Offeror shall be required to meet with representatives of GWQB and EHB to plan training topics and training seminar dates.
- The Offeror shall develop training outlines, including both printed and electronic training materials, to be used and provided to Agency personnel in the classroom training sessions.
- Training materials shall be approved for use by GWQB and EHB.
- The Offeror shall require that all training to be presented is pre-qualified for receipt of utility operator “training credits” on a one-for-one basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The Offeror and/or training provider will be required to maintain a list



of certified operators that attend the training sessions and remit credits to the Utility Operator Certification Program of the Agency in accordance with applicable training credit submittal policies.

3. Reporting:

- The Offeror will prepare written reports on the quarterly activities and shall prepare a written summary report at the end of the fiscal year. The reports shall detail:
  - a) The location, date and participants of on-site visits;
  - b) The identified causes of non-compliance, or threats to compliance, for each facility;
  - c) The training and technical assistance provided during each on-site visit;
  - d) Recommendations for the purchase of any additional equipment or the replacement of defunct equipment for proper treatment and disposal activities to bring the effluent discharge into compliance;
  - e) The outcome of the training and technical assistance activities; and
  - f) Recommendations for future training or technical assistance activities at each site.

The report shall be submitted to GWQB and EHB within 30 days prior to the end of each quarter. The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of GWQB to identify report details. The end-of-year summary report shall be submitted to GWQB within 30 days before the end of the fiscal year.

4. Drinking water operator on-site technical assistance:

- On-site technical assistance work for drinking water systems will be requested by work order based on drinking water system needs and available funding. The work order will include information on the compliance problem and any work already completed. Technical on-site assistance will include identifying potential solutions and working with the certified operator to resolve the problem. The deliverable for each drinking water system site visit is a report describing the hours worked, system operator or staff worked with and tasks completed.

5. Drinking Water Bureau certified operator, board/manager, or certified sampler classroom trainings are full day (6-8 hour) trainings in topics with content approved or requested by the Drinking Water Bureau in advance. Locations, approximate times and training topics will be requested by work order as needed. Deliverables for each classroom training include a copy of the presentation material to be approved in advance of the training, a copy of the classroom sign in sheet and any evaluations or feedback from the audience. Trainers must register classes and attendees for continuing education credits as necessary.

6. Reporting to DWB:

- The Offeror shall prepare written reports on the quarterly activities. The reports shall detail:
  - a) The location, date and participants of classroom trainings;
  - b) The location, date and participants of on-site visits;
  - c) The training and technical assistance provided during each on-site visit;
  - d) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
  - e) The outcome of the training and technical assistance activities; and
  - f) Recommendations for future training or technical assistance activities at each site.
- The reports shall be submitted to DWB within 30 days prior to the end of each quarter.
- The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of DWB to identify report details. The end-of-year summary report shall be submitted to DWB within 30 days before the end of the fiscal year.

7. Low-cost nutrient removal training and on-site technical assistance:

Classroom training. The Offeror shall conduct one- to two-day training programs for wastewater operators to optimize nitrogen and phosphorus removal in wastewater treatment facilities. The Offeror shall expect course topics to include the following:

- a) Detailed knowledge of the biochemistry of nutrient cycles;
  - b) Treatment systems and nutrient removal;
  - c) Operational optimization for nutrient removal possibly in systems not designed for nutrient removal; and,
  - d) Related topics.
- The Offeror agrees that trainings may occur at any period throughout the awarded contract. The Offeror shall be required to meet with representatives of SWQB to plan training topics and classroom training dates.
  - The Offeror shall develop training outlines, including both printed and electronic training materials, to be used and provided to Agency personnel in the classroom training sessions.
  - The Offeror shall require that all training to be presented is pre-qualified for receipt of utility operator "training credits" on a one-for-one basis under the Utility Operator Certification Act and applicable WQCC regulations (20.7.4 NMAC). The Offeror and/or training provider will be required to maintain a list of certified operators that attend the training sessions and remit credits to the Utility Operator Certification Program of the Agency in accordance with applicable training credit submittal policies.

On-site technical assistance and support. The Offeror shall provide on-site training and technical assistance focusing on operational optimization for nutrient removal through site visits to wastewater treatment facilities regulated under the National Pollutant Discharge Elimination System (NPDES) program.

- A list of wastewater facilities needing assistance will be maintained by the SWQB and the priority and secondary sites to receive assistance each quarter will be identified for the Offeror. The Offeror will contact the identified sites to arrange site visits and coordinate with the SWQB technical reviewers.
- The Offeror shall conduct half-day site visits to offer on-site technical assistance to participants of the classroom training.
- The objective of the site visits shall be to identify opportunities for the creation of optimal biological habitats for nitrogen and phosphorus removal bacteria.
- During the half-day site visit, a technical team comprised of the Offeror and SWQB personnel shall meet with wastewater operator(s) to discuss operations, tour the plant, review data, and brainstorm process changes and other opportunities for optimizing nutrient removal.
- The technical team shall provide specific recommendations to the wastewater operators for low-cost operational and process changes to improve nutrient removal.

Remote support. Following every site visit, the Offeror shall send a report on the visit to plant staff and SWQB.

- The Offeror shall prepare written reports following every site visit. The reports shall detail:
  - a) The location, date and participants of the on-site visit;
  - b) The training and technical assistance provided during the on-site visit;
  - c) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
  - d) The outcome of the technical assistance activities; and
  - e) Recommendations for future training or technical assistance activities at each site.
- The reports shall be submitted to SWQB and plant staff within 30 days after the site visit.
- The Offeror shall provide participating operators with on-going telephone and email support related to operational optimization for nutrient removal.
- When experiments fail to provide the desired results, or when setbacks occur, the Offeror shall provide remote support to plant staff to identify any corrections or modifications that should be pursued, to ensure operation and maintenance of the treatment system to remove nutrients, and to meet water quality standards and permit requirements, as applicable.

Reporting to SWQB:

- The Offeror shall prepare written reports on the quarterly activities. The reports shall detail:
  - a) The location, date and participants of classroom trainings;
  - b) The location, date and participants of on-site visits;
  - c) The training and technical assistance provided during each on-site visit;
  - d) Recommendations for process changes, purchase of any additional equipment, replacement of defunct equipment, or other opportunities for low-cost nutrient removal technologies and optimization;
  - e) The outcome of the training and technical assistance activities; and
  - f) Recommendations for future training or technical assistance activities at each site.
- The reports shall be submitted to SWQB within 30 days prior to the end of each quarter.
- The Offeror shall prepare an end-of-year summary report. The Offeror shall be required to meet with representatives of SWQB to identify report details.
- The end-of-year summary report shall be submitted to SWQB within 30 days before the end of the fiscal year.

The Contractor shall meet the performance measures set below to improve permit compliance at wastewater treatment facilities operating under NM ground water Discharge Permits and, where possible, prevent facilities from going out of compliance.

**Strategic Plan Performance Measure:** Reduced incidences of permit non-compliance, reduced concentrations of contaminants in effluents, improved analytical data validity.

**Goal:** Reduced risk to public health, the environment and water resources by improving the operation, maintenance and analytical activities at wastewater treatment facilities operating under ground water Discharge Permits.

**Goal:** Improved sampling, reporting and data validity for facilities operating under ground water Discharge Permits.

**Goal:** Avoidance of the need for ground water abatement.

**Goal:** Reduced costs and energy consumption at wastewater treatment facilities through the employment of sound operation and maintenance strategies.

Through timely, satisfactory completion of the Scope of Work by experienced professionals as set forth herein, and submission of acceptable deliverables as

documented by required quarterly reporting, the Contractor will assist the Agency in meeting the specified Strategic Plan Performance Measures as described above.

**Outcome:** Permitted facilities returned to compliance with the terms of their ground water Discharge Permits. Improved performance, energy utilization and operating cost reduction at these facilities. Improved sampling, reporting and analytical data validity for these facilities.

## 2. Compensation.

Multiple contracts may be awarded under this RFP. Work will be assigned at NMED's discretion on an as-needed basis. The total amount of work in any one Federal Fiscal Year is dependent upon available federal and state funding. To maximize efficiency, NMED plans to use all of its contractors for services over the life of the contract; however, if a contractor is not responsive, or produces work that does not meet NMED's standards, NMED is under no obligation to continue to provide work to that particular contractor. Once contracts are awarded under this RFP, the contractors may be asked to submit competitive scopes of work and cost estimates for individual tasks or projects.

The expenditures for this RFP are reimbursed through federal and state funds. **The total amount payable to the Offeror under this Agreement, including gross receipts tax and expenses, shall not exceed \$55,000 per state fiscal year for on-site and classroom training and technical assistance for New Mexico wastewater treatment facilities, shall not exceed \$200,000 per state fiscal year for classroom training and technical assistance for New Mexico public drinking water systems and shall not exceed \$275,000 for low-cost nutrient removal training and technical assistance (over a 4-year period).** The Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal. Cost will be measured by the following components.

- a. A specific cost estimate for each one-day on-site technical assistance and training site visit. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.
- b. A specific cost estimate for each half day classroom training event. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of half day classroom training events that your firm is proposing to perform per quarter.
- c. A specific cost estimate for each full day classroom training event. Provide the basis for the estimate, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of full day classroom training events that your firm is proposing to perform per quarter.

- d. A specific cost estimate for fulfilling the quarterly and end-of-year reporting requirements for the contract when work is completed. Provide the basis for the estimate, including report preparation costs, anticipated travel associated with meetings to fulfill the contract goals, etc.
- e. A total estimated cost of the entire project taking into account preferred number of site visits, classroom training events and the meeting/reporting needed to fulfill the contract.
- f. A total cost estimate for the low-cost nutrient removal training and on-site technical assistance project taking into account preferred number of classroom training events, site visits, and the required reporting elements to fulfill the contract. The total cost estimate for this project should be further broken down into specific cost estimates for:
  - each classroom training event, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of classroom training events that your firm is proposing to perform per quarter.
  - each technical assistance site visit, including hourly wage, travel and equipment costs, indirect costs, etc. The maximum and minimum number of site visits that your firm is proposing to perform per quarter.
  - quarterly and end-of-year reporting requirements for the contract, including report preparation costs, anticipated travel associated with meetings to fulfill the contract goals, etc.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor. **The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

The Contractor must submit a detailed report of deliverable(s) accomplished as set forth in the workplan approval letter(s). The Agency will assess the quality of the deliverable(s) and determine, at a minimum, that the deliverable(s) complies with the deliverable requirements as defined in the scope of work and the terms and conditions of the Agreement and meets the performance measures for the deliverable(s). If the Agency finds that the completed work is acceptable, it shall issue a written or electronic certification of acceptance of the work. If the Agency finds that the services are deficient or not acceptable, it shall within 30 days after the date of receipt of written notice from the Contractor that work has been completed, provide the Contractor a written or electronic notice of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to remedy the defect. Upon receipt of a claim and certification by the Agency that the work has been received and accepted, payment shall be tendered to the Contractor within sixty days of receipt of claim submittal and in

accordance with the Ground Water Protection Act (NMSA 1978, §74-6B-13 (E)), 40 CFR Part 141, National Drinking Water Standards, NM Drinking Water Regulations (20.7.10 NMAC), the Water Quality Act (NMSA 1978, §74-6), and the Standards for Interstate and Intrastate Surface Waters (20.6.4 NMAC). If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

**3. Term.**

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

**4. Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise

affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.



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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

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

**10. Confidentiality.**

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

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

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

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

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
- 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or

changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

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

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

The Procurement Code, 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.

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

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

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

those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

**22. Employee Pay Equity Reporting.**

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

requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

To the Agency:

Nancy McDuffie, Procurement Manager  
New Mexico Environment Department / Ground Water Quality Bureau  
P.O. Box 5469  
Santa Fe, NM 87502-5469  
Office phone: (505) 222-9523  
Email: Nancy.McDuffie@state.nm.us

To the Contractor:

Name, Title  
Company Name  
Address  
Email

**26. Authority.**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James Kenney, Cabinet Secretary  
New Mexico Environment Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marlene Velasquez, Chief Financial Officer  
New Mexico Environment Department

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer L Hower, General Counsel  
New Mexico Environment Department

Contractor:

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

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

ID Number: **00-000000-00-0**

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

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

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

## APPENDIX D

### COST RESPONSE FORM

Cost will be measured by the following components, details of tasks in Section IV Section IV.A. (1-21), Detailed Scope of Work:

- a) Training Sessions and Trainer Fees; Itemized by live and interactive to be inclusive of travel and per diem; this will also include any administrative costs
- b) Development of Training Programs both live and interactive;
- c) Cost of supplies and materials; this will include any costs incurred by printing materials, purchasing or downloading software or obtaining licensure.
- d) Tracking of Training; includes monthly calls to NMED, status reports and suggested areas of improvement and onsite meetings with NMED staff.
- e) Other direct costs; NMED does not anticipate any other direct costs. If any, please provide a breakdown of these costs. If there are no other direct costs in your proposal, so state.

Criteria	Cost
Cost per on-site technical assistance and training visit conducted throughout the state.	
Cost per ½ day classroom training event, held in Santa Fe.	
Cost for fulfilling the quarterly and end-of-year reporting requirements for the contract, based upon each one-day technical assistance and training site visit conducted.	

#### Proposed Number of Events Table

Criteria	Number
The maximum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.	
The minimum number of one-day on-site technical assistance and training site visit that your firm is proposing to perform per quarter.	
The maximum number of ½ day classroom training events that your firm is proposing to perform per quarter.	
The minimum number of ½ day classroom training events that your firm is proposing to perform per quarter.	



**\*\*\*All costs provided must be exclusive of the cost of any professional engineering services and New Mexico Gross Receipts Tax\*\*\***

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above))

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

**APPENDIX E**  
**Letter of Transmittal Form**

**RFP#:19 667 2030 0001**

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

**1. Identity (Name) and Mailing Address** of the submitting organization:

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

**2. For the person authorized by the organization to contractually obligate on behalf of this Offer:**

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**3. For the person authorized by the organization to negotiate on behalf of this Offer:**

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:**

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**5. Use of Sub-Contractors (Select one)**

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

**6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.**

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

(Attach extra sheets, as needed)

**7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.**

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2019  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager or designee stated in Section I, paragraph D by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # 19 667 2030 0001**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, State of New Mexico, Environment Department Ground Water Quality Bureau via facsimile or e-mail at:

Name: Nancy McDuffie, Procurement Manager  
Address: P. O. Box 5469  
Santa Fe, NM 87502-5469

Telephone: (505) 222-9523  
Fax: (505) 827-2965  
Email: Nancy.McDuffie@state.nm.us

no later than **3:00 PM MST on July 31, 2019** and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS: