

**State of New Mexico
New Mexico Environment Department
Ground Water Quality Bureau**

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES



RFP#

20 667 2030 0001

Date of Issuance: November 19, 2019

Deadline for Proposal Submission: January 6, 2020

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional environmental consulting services **on an as-needed basis**. The professional services solicited here will include conducting multimedia environmental site assessments and investigations, risk assessments, cleanup alternatives analysis (feasibility studies), remediation planning and implementation, work plan development, and other technical support at brownfield and voluntary remediation sites, Superfund sites, mining impacted sites, and other types of contaminated or potentially contaminated sites.

B. BACKGROUND INFORMATION

1. Agency Mission and Goals:

The mission of the New Mexico Environment Department (NMED) is to protect and restore the environment and to foster a healthy and prosperous New Mexico for present and future generations. In meeting the objective of this mission, the NMED is committed to providing a clear articulation of our goals, standards, and expectations in a professional manner so that the citizens of New Mexico can make informed decisions about the environment and their community.

2. The role of the Ground Water Quality Bureau is to protect the environmental quality of New Mexico's ground water resources as mandated by the Water Quality Act and the Ground and Surface Water Quality Regulations (20.6.2 NMAC) and to identify, investigate, and clean-up contaminated sites which pose a risk to human health and the environment.

The Ground Water Quality Bureau has the following responsibilities:

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

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

C. SCOPE OF PROCUREMENT

This procurement is for environmental consulting services and associated activities as described in the Scope of Work (Section IV.A).

NMED expects primary Offerors to be full service environmental consulting firms that have the in-house capability to perform site assessments, remediation planning, remediation activities (e.g., feasibility studies, remedial design, and remedy implementation), work plan development, site reuse or redevelopment planning, and project oversight. Any Subcontractors for specialty tasks, such as risk assessment, ground water modeling, isotopic geochemistry, drilling, asbestos sampling and abatement, analytical and other services must be identified in the proposal as a teaming arrangement. **The contract term will be four years, with work tasks assigned on an as-needed basis.**

Multiple contracts may be awarded under this RFP. Work will be assigned at NMED's discretion and 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. .

Any use of subcontractors must be discussed in the proposal. Any subcontractor used must be identified by name. Subcontractor cost and activity must be explained if one is required to complete a task. If subcontractors are not specified in the proposal, a subcontractor can be identified for a specific work task once the contract is awarded with the approval of NMED; however, to do so, a minimum of three bids must be solicited. Should subcontractors be used, the successful Offeror is required to apply the good faith efforts described in 40 CFR 33 for soliciting subcontract proposals from disadvantaged business enterprises, minority business enterprises, women's business enterprises, and labor surplus area firms.

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 the implementation of all tasks described in this RFP.

D. PROCUREMENT MANAGER

1. NMED 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: **Jennifer Muus**
Procurement Manager
Address: New Mexico Environment Department
Ground Water Quality Bureau
1190 S. St. Francis Dr., N-2302
Santa Fe, NM 87505
Telephone: (505) 827-2242

Email: Jennifer.Muus@state.nm.us

Offerors can download copies of the RFP from NMED's website at:

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

If a potential Offeror is unable to download a copy of the RFP from the website, they may contact the Procurement Manager at (505) 827-2242 to arrange to pick up a hard copy, or via email at Jennifer.Muus@state.nm.us to receive an electronic copy.

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 NMED. **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

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the New Mexico Environment Department, Ground Water Quality Bureau or that State Agency sponsoring the Procurement action.

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

“**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 the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. See 1.4.1.45 NMAC. 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.

“**Department**” means the New Mexico Environment Department (NMED).

“**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.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both, readable on computers or other electronic devices. The Offeror may submit the digital form of their proposal using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed by NMED 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 contractor personnel, as well as subcontractor personnel if appropriate.

“**Mandatory**” means required. 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.

“**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.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Procurement Manager**” means the person or designee authorized by NMED to manage or administer this procurement 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 containing all complete information with the exception of any that the Offeror would otherwise consider confidential.

“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. NMED 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 an Offeror’s 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 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 Offeror’s proposal; e.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable”, etc.)

“**Targeted Brownfield Assessment (TBA)**” means a Phase I or Phase II environmental site assessment or remediation planning performed for a local or tribal government or a nonprofit organization using EPA grant funding specifically intended for that purpose.

“**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 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

Abbreviations:

- ASD – NMED Administrative Services Division
- GSD – New Mexico General Services Department
- MDT – Mountain Daylight Time
- MST – Mountain Standard Time
- NMAC – New Mexico Administrative Code
- NMED – New Mexico Environment Department
- RFP – Request for Proposals
- SOW – Scope of Work
- SPD – GSD State Purchasing Division
- TBA – Targeted Brownfield Assessment
- VRP – Voluntary Remediation Program

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 the information listed below:

- Procurement Regulations and Request for Proposal – RFP instructions:
http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.
- Procurement Regulations, 1.4.1 NMAC. A copy may be obtained from the following website:
<http://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>.
- New Mexico Voluntary Remediation Regulations, 20.6.3 NMAC:
<http://164.64.110.134/parts/title20/20.006.0003.html>
- New Mexico Ground and Surface Water Protection Regulations, 20.6.2 NMAC:
<http://164.64.110.134/parts/title20/20.006.0002.html>
- The following websites contain links to the State of New Mexico statutes and regulations, as well as the Federal Register and government publications that are relevant to this procurement:
 - <https://www.generalservices.state.nm.us/statepurchasing/>
 - <https://www.osha.gov/law-regs.html>

- <https://www.epa.gov/quality>
- <https://www.epa.gov/npdes>
- <https://www.epa.gov/aboutepa/about-office-land-and-emergency-management>
- <https://www.epa.gov/superfund>
- <https://www.env.nm.gov/gwqb/>
- <https://www.env.nm.gov/gwqb/ros/>
- <https://www.env.nm.gov/gwqb/mecs/>
- <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

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:

Actions & Deadlines	Responsible Party	Due Dates
1. Issuance of RFP	NMED	11/19/2019
2. Distribution List	NMED	12/6/2019
3. Pre-Proposal Conference	NMED/ Potential Offerors	12/6/2019
4. Deadline to submit Questions	Potential Offerors	12/13/2019
5. Response to Written Questions	Procurement Manager	12/19/2019
6. Submission of Proposal	Potential Offerors	1/6/2020
7. Organizational References	Procurement Manager	1/7/2020
8. Proposal Evaluation	Evaluation Committee	1/9/2020-1/14/2020
9. Selection of Finalists	Evaluation Committee	1/17/2020
10. Best and Final Offers	Finalist Offerors	1/24/2019
11. Notify Selected Finalists/ Finalize Contractual Agreements	NMED/Finalist Offerors	Approximately 1/29/2020
12. Contract Awards	NMED/ Finalist Offerors	Approximately 3/3/2020
13. Protest Deadline	NMED	Protest period is 15 calendar days following the award of contracts.

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 by NMED on **November 19, 2019**.

An advertisement will be placed on the NMED website (<https://www.env.nm.gov/requests-for-proposals/>), and in the Albuquerque Journal. Copies of the RFP are available for download at the above website.

2. Acknowledgement of Receipt (and Submission Deadline)

Potential Offerors should hand deliver or return by 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 PM MST** Mountain Standard Time on December 6, 2019.

The procurement distribution list will be used for the distribution of written responses to questions. All distributions will be disseminated electronically by email. Potential Offerors must provide an active email address(s) that are appropriate for receipt. The email address provided must be legible. 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. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the Sequence of Events beginning at **9:30 AM MST** Mountain Standard Time in the **Runnels Auditorium**, at 1190 S. St. Francis Dr., Santa Fe, New Mexico 87505. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed on the date listed in the Sequence of Events. Question responses will be disseminated electronically by email. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **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 close of business, by **5:00 PM MST** Mountain Standard Time on the date indicated in the Sequence of Events. 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.

5. **Response to Written Questions**

Written responses to written questions will be distributed electronically by email as indicated in the sequence of events to all potential Offerors whose organization name and current email contact information 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/>

6. **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 ON JANUARY 6, 2020. 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 D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **New Mexico Environment Department, Professional Environmental Consulting Services, RFP # 20 667 2030 0001**. Proposals submitted by facsimile, or other electronic means **will not** be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to 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.

7. **Organizational References**

Offerors must 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 J, Organization Reference Questionnaire, to the business

references they list. The business references must submit the Reference Form directly to the designee described in Section I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before **January 7, 2020** for inclusion in the evaluation process.

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) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

8. 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.

9. Selection of Finalists

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.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers per the schedule in Section II. A., Sequence of Events or as soon as possible.

11. Finalize Contractual Agreements (Notify Selected Finalists / 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 NMED. 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.

12. Contract Awards

After review of the Evaluation Committee Report, the recommendation of the Department, and the signed contractual agreement(s), the NMED Procurement officer 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 NMED.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and NMED, 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, State and Federal approval.

13. 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 pm Mountain Daylight Time on the 15th 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,
Protest Manager
New Mexico Environment Department
Financial Services Bureau
1190 S. St. Francis Drive
Santa Fe, NM 87502-5469
(505) 476-3718
JosephM.Lovato@state.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the following:

- State of New Mexico Procurement Regulations, GSD Rule 1.4.1 NMAC.
(<https://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>)

- State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
(<https://www.generalservices.state.nm.us/uploads/files/SPD/Presentations/1%204%201%20NMAC.pdf>)
- State Personnel Board Per Diem and Mileage Act, 2.42.2 NMAC
(<http://164.64.110.134/parts/title02/02.042.0002.html>)
- 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
(<https://www.govinfo.gov/content/pkg/CFR-2019-title2-vol1/xml/CFR-2019-title2-vol1-part200.xml>)
- 40 CFR, 33 “Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs”
(<https://www.govinfo.gov/content/pkg/CFR-2018-title40-vol1/xml/CFR-2018-title40-vol1-part33.xml>)
- 40 CFR, Part 34 “Restrictions on Lobbying”
(<https://www.govinfo.gov/content/pkg/CFR-2011-title40-vol1/xml/CFR-2011-title40-vol1-part34.xml>)
- 40 CFR, Part 35, Subpart O “Cooperative Agreements & Superfund State Contracts for Superfund Response Actions”
(<https://www.govinfo.gov/content/pkg/CFR-2018-title40-vol1/xml/CFR-2018-title40-vol1-part35.xml>)
- Executive Order Number 11738 “Clean Air & Water Act Compliance”
(<https://www.archives.gov/federal-register/codification/executive-order/11738.html>)
- Executive Order Number 11246 “Equal Employment Opportunity”
(<https://www.govinfo.gov/content/pkg/FR-1997-08-19/pdf/97-21782.pdf>)
- OSHA 29 CFR 1910 “Occupational Safety and Health Standards”
(https://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_part_number=1910&p_toc_level=1)

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 NMED awarding any resultant contract, before any subcontractor is used during the term of this agreement. Details regarding subcontractor selection are included in the Scope of Procurement, Section I.C.

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 eighty (180) days after the due date for receipt of proposals or one hundred twenty (120) 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; and
 - 2. 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, NMED 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 NMED 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 effected by sending written notice to the contractor. The NMED's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The NMED 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. Liability Insurance

The successful Offeror who is awarded a contract shall maintain, at its expense during the term of the contract, the following insurance covering the services performed under this contract:

- a) Worker's compensation insurance-statutory.
- b) Professional liability insurance in the minimum amount of \$500,000.00 per occurrence with a \$1,000,000 aggregate.
- c) Comprehensive general liability insurance for property damage in the amount of \$2,000,000 per occurrence (annual), as well as \$1,000,000 for bodily injury, each person, to a maximum of \$2,000,000.00 each occurrence (annual).
- d) Motor vehicle insurance in the minimum amount of \$500,000.00 for bodily injury to, or death of, one person in any one accident, and subject to said limit for one person. In addition, a limit of \$1,000,000.00 for bodily injury to, or destruction of property of others in any one accident must be provided.

The insurance company issuing the Contractor's general comprehensive liability insurance coverage shall furnish the Agency with a certificate of such insurance with the provision that the policies are not subject to cancellation during the term of the Contract except upon thirty (30) days written notice to the Agency. The above requirements shall become an integral part of this Contract.

If the Agency does not ask to see or to receive the aforementioned policies, such failure to act shall not operate as a waiver of the Contract term.

16. Contract Terms and Conditions

The contract between NMED and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract **APPENDIX G**. NMED 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.

NMED 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 NMED (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 G**) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. NMED 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Change in Contractor Representatives

NMED 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.

22. 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.

23. Agency Rights

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

24. 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.

25. Ownership of Proposals

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

26. 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 NMED.

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 NMED's written permission.

27. Compliance with US Environmental Protection Agency Regulations

The Contractor(s) must comply with contractual terms and conditions that include New Mexico Environment Department Regulations and Environmental Protection Agency Regulations (2 CFR 200 and 40 CFR Parts 33, 34, and 35):

- 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
(<https://www.govinfo.gov/content/pkg/CFR-2019-title2-vol1/xml/CFR-2019-title2-vol1-part200.xml>)
- 40 CFR, 33 “Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs”
(<https://www.govinfo.gov/content/pkg/CFR-2018-title40-vol1/xml/CFR-2018-title40-vol1-part33.xml>)
- 40 CFR, Part 34 “Restrictions on Lobbying”
(<https://www.govinfo.gov/content/pkg/CFR-2011-title40-vol1/xml/CFR-2011-title40-vol1-part34.xml>)
- 40 CFR, Part 35, Subpart O “Cooperative Agreements & Superfund State Contracts for Superfund Response Actions”
(<https://www.govinfo.gov/content/pkg/CFR-2018-title40-vol1/xml/CFR-2018-title40-vol1-part35.xml>)

28. Records Retention

The successful Offeror(s) will be required to retain project records for a minimum of three (3) years after the completion of the work (2 CFR 200.333).

29. Potentially Responsible Party Disclosure

Pursuant to 40 CFR Part 35.6550(b)(1) and (2), the successful Offeror(s) will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative work is planned or undertaken and will be required to notify NMED of any conflicts of interest.

30. 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).

31. 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 NMED, the Offeror acknowledges that the version maintained by the NMED shall govern.

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

32. 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.insurenemexico.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.

33. 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.

34. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX I** 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 item 2 above.

35. 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 NMED 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 NMED 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 NMED Central Purchasing Officer may terminate the involved contract for cause. Still further the NMED 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.

36. 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 should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Completed forms need only be submitted with the original copy of the proposal.
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes.
 - **Redacted** version (information blacked out and not omitted or removed) for the public file.
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY 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) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

Note: SPD's E-Procurement System eProNM will not receive submissions for this RFP.

3. 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.

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.

The required organization of folders/envelopes for hard copy proposals are stated below.

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. Table of Contents
- C. Summary of Company Experience
- D. Professional Qualifications as Demonstrated by Similar Experience and Past Performance
- E. Proposal Summary
- F. Technical Approach for Scope of Work
- G. Offeror References
- H. Health and Safety/ Quality Assurance
- I. Response to Contract Terms and Conditions
- J. Offeror's Additional Terms and Conditions
- K. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Mandatory Specifications
 - 4. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 - 5. Performance Surety Bond
 - 6. Signed Campaign Contribution Form
 - 7. New Mexico Preferences (If applicable)
- L. Other Supporting Material (If applicable)

Business Specifications (Binder 2):

- 1. Cost Proposal
- 2. Completed General Cost Detail 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 General Cost Detail form. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each technical and business specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Include a Table of Contents and provide a summary of the Offeror's proposal to explain why the Offeror's proposal should be selected. The Offeror may submit other Supporting material, as deemed necessary, by the Offeror.

A. DETAILED SCOPE OF WORK

1. Summary

The work to be performed consists of providing timely, high quality professional environmental consulting services in the following areas: multimedia environmental site assessments and investigations; risk assessments; cleanup alternatives analysis (feasibility studies); remediation planning and implementation; and related tasks at brownfield and voluntary remediation sites, Superfund sites, mining impacted sites, and other types of contaminated or potentially contaminated sites statewide. Work is generally performed at former or currently occupied industrial, commercial, and residential sites, where there has been storage, use, disposal, or releases of hazardous substances, petroleum hydrocarbons, radionuclides, mine wastes, and other contaminants.

Environmental consulting tasks that may be initiated under this contract to support NMED activities include developing and proposing work plans for NMED review, comment, and approval in addition to the following tasks: data management and analysis, ground water modeling, ground or surface water sampling, soil and subsurface vapor intrusion sampling, providing expert testimony, assisting with public outreach or workshops, and site reuse or redevelopment planning. Other similar environmental consulting tasks that are not specified herein may be identified and initiated by NMED under this contract. Subcontractors for specialty tasks, such as risk assessment, ground water modeling, isotopic geochemistry, drilling, monitoring well installation, analytical and other services can be identified in the proposal as a teaming arrangement. If subcontractors are not specified in the proposal, a subcontractor can be identified for a specific work task once the contract is awarded; however, to do so, a minimum of three written bids must be solicited and documented and they must have been selected in accordance with procurement requirements in 2 CFR 200 and 1.4.1 NMAC.

A site-specific Quality Assurance Project Plan (QAPP) prepared in conformance with EPA policy and 2 CFR 1500 and 40 CFR 35 is required for EPA-funded site investigations, remedial actions, and projects that include the collection of environmental data. Performance of site investigations and remedial actions will also require the contractor to prepare a site-specific

Health and Safety Plan (HASP) which complies with 29 CFR 1910.120 “Hazardous Waste Operations and Emergency Response” (HAZWOPER) requirements.

Work must be conducted in compliance with the applicable state and/or federal regulations and guidance, including the New Mexico Water Quality Control Commission Regulations, Voluntary Remediation Program Regulations, NMED’s Risk Assessment Guidance, NMED’s Solid Waste Management Rules, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA).

2. Work Categories:

Multimedia Environmental Site Assessments and Investigations

Performance of Phase I Environmental Site Assessments in accordance with the current ASTM E1527 standard and EPA “All Appropriate Inquiries” requirements, and/or Site Assessment work in accordance with the CERCLA process or as specified in a statement of work prepared by NMED.

Assessment and/or investigation activities include, but are not limited to:

- Designing scientific field investigations including work plans and comprehensive sampling and analysis plans, including a QAPP and HASP;
- Identification of actual and potential contaminant sources;
- Determination of geologic and hydrogeologic site characteristics;
- Performance of geochemical and/or geophysical surveys;
- Utility location;
- Oversight of field activities including collection and analysis of soil, soil vapor, sediment, water, asbestos, lead paint, mold, and air samples to determine nature and extent of contamination;
- Data interpretation, tabulation, and mapping; statistical analysis; and management of site-specific data;
- Development of site cleanup goals; and
- Timely report preparation in accordance with appropriate program requirements.

Risk Assessment

Includes but is not limited to: conducting screening-level risk assessments; conducting human health and ecological risk assessments.

Feasibility Studies (Alternatives Analysis)

Includes but is not limited to: conducting feasibility studies; evaluation of remedial alternatives, designing and conducting treatability studies; and developing cost evaluations for remedial activities.

Remediation Planning and Oversight

Applies to sites with contamination from hazardous substances, petroleum hydrocarbons, mining waste, asbestos-containing building materials, or other contaminants. Activities include:

developing remediation plans and budgets; designing effective and efficient remediation systems; recommending use of innovative technology where appropriate; oversight of remedial activities; oversight for remediation system construction; supervision of subcontractors performing tasks such as operation/maintenance of remediation systems, proper waste profiling and disposal; developing and proposing a work plan for NMED review and comment and approval; and timely report preparation.

Program support and other specialized technical services

Includes but is not limited to: providing credible expert witness testimony to convey scientific facts and professional opinions; ground water modeling; providing assistance with public outreach and workshops, community relations plans and meetings; conducting facility audits, inspections, and surveys at contaminated sites; various data collection, data management, and data analysis tasks.

3. Work Assignment Process

Upon contractor selection and the establishment of contracts as a result of this RFP, NMED will contact one or more contracted firms when environmental services are required and request that the contractor(s) prepare a project-specific technical quote for the proposed work. As appropriate to the project, technical quotes outline the site conditions, site history, contaminants expected, scope of work to be performed, deliverables, costs for each task, and schedule for the work to be performed. The contractor's Rate Schedule must identify costs for each task, as specified in their contract. Work on a particular project will not begin until NMED notifies the contractor that it agrees to the contractor's quoted prices, has properly secured access to the property, and has approved a work order.

B. TECHNICAL SPECIFICATIONS (Binder 1)

Mandatory Specifications:

1. Offerors Response to Mandatory Specifications

Offerors should respond in a thorough narrative to each mandatory specification. The narratives, along with required supporting materials, will be evaluated and awarded points according to rating factors in Section V. **Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

◆ Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal **must** include all of the elements described in Section II.C.34.

2. Summary of Corporate Experience

Provide a description of the Offeror's qualifications for achieving the anticipated work outlined in the scope of work (Section IV.A). Pertinent information includes size of the firm, number of employees in various specialties and number of employees in New Mexico. Include an organizational chart. Provide a summary of the Offeror's experience in work on Brownfields, VRP, CERCLA, mining, and other hazardous waste or petroleum facility/projects. Detail any distinguishing qualities, capabilities, or experience that uniquely qualifies the Offeror to provide services. Define the types of services that set your team

apart, that are outstanding, or that deserve special mention. Identify key contact personnel that will communicate directly with NMED regularly over the course of the contract.

3. Professional Qualifications as Demonstrated by Similar Experience and Past Performance

The Offeror shall demonstrate its ability to provide staff, subcontractors, or project partners with a good working knowledge of assessment, investigation, and remediation at contaminated sites. This should include:

1. Documentation demonstrating the Offeror's availability and details regarding technical staff, expertise, equipment, and services necessary to complete the Scope of Work.
2. A description of the experience, training, and labor category of key personnel.
3. A narrative that clearly identifies the number of years of experience your team's personnel or other project partners have providing similar services. These credentials must include but are not limited to the following: academic degrees, licensure, and other pertinent certification and/or training information.
4. The resumes or short narratives of key staff members that would be assigned to provide the services. These summaries should include enough information to establish relevant experience, expertise, and competence. NMED requires that the key technical personnel listed in the proposal actually conduct the work assigned. Specific details for projects that have been completed by the Offeror which demonstrate professional competencies similar to those that would be required by the SOW. The Offeror should include in this narrative the following information:
 - a. Description of project
 - b. Details of work performed, including description of any associated technical studies or competencies employed;
 - c. Identification of specific tasks that were subcontracted (include identification of subcontractors);
 - d. Duration of project;
 - e. A description of the quality assurance program and processes applicable to the project
 - f. Offeror's performance relative to project budget.
5. The Offeror should also summarize pertinent New Mexico experience and knowledge of various municipalities or localities in addition to Brownfields, VRP, CERCLA or other types of contaminated sites in New Mexico; and, if relevant, local subcontractors, etc.

4. Technical Approach for Scope of Work

The content of this section should be a discussion of how the Offeror will address the specific technical requirements of the SOW. The narrative shall detail the equipment, materials, and technical competencies that will be employed in relation to the SOW requirements. Offerors should reference similar or related work that has been performed for other projects

(additional details for these projects should be provided in Section D of the proposal), as well as clearly identify and describe any relevant differences from these other projects. All assumptions inherent in the Offeror's proposal must be clearly stated for the Evaluation Committee. Demonstrate the firm's ability to respond rapidly to specific project needs in different parts of New Mexico. This section also should include a proposed timeline for specific types of SOW activities where possible. The offeror shall demonstrate project organization, optimization techniques employed, and data and management efficiency.

5. Health and Safety / Quality Assurance

Describe the Offeror's processes for maintaining site safety and general safe work consciousness among its employees and subcontractors. Offerors must identify the person with primary responsibility for safety programs (*i.e.*, Health and Safety Officer) and provide an outline of health and safety policies and measures that are implemented to identify worksite hazards and prevent worksite injuries. Please **do not** submit an actual or sample Health and Safety Plan.

Quality Assurance is an integrated system that combines management and technical activities to support effective environmental activities. Projects that are performed under this contract, and that include the collection of environmental samples, will require the preparation of a project specific Quality Assurance Project Plan (QAPP). Each Offeror must demonstrate that it has a detailed Quality Management System in place to support QAPP development and implementation.

Include a copy of relevant sections of the Offeror's Quality Management Plan or Corporate Quality Assurance Plan as an Appendix to the proposal that includes a detailed description of the Offeror's quality system, a *selection* of Standard Operating Procedures (SOPs), and demonstrates the Offeror's ability to produce QAPPs as part of this contract.

6. Organizational References

Offerors shall 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 J, 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 **January 7, 2020** 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. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

7. Mandatory Responses and Forms

Within each section of the proposal, Offerors should address all items specified in the RFP. All forms provided in the RFP must be completed and included in the appropriate section of the proposal.

All discussion of proposed costs, rates or expenses must be included only with the cost detail form and these must be included in a sealed envelope that accompanies the proposal.

◆ **Written Affirmative Response to Agency Terms and Conditions**

Offeror should provide an affirmative response to the Agency contract terms and conditions as indicated in Section II.C.16 and in the sample contract (**APPENDIX G**).

◆ **Offeror's Additional Terms and Conditions, if any**

Offeror should provide a complete set of additional terms and conditions, if any, as indicated in Section II.C.17.

◆ **Completed Forms and Other Supporting Material**

A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include the completed forms. **These forms only need to be submitted in the original copy of your proposal.**

1. NMED "Campaign Contribution Disclosure Form" completed, dated, and signed in black ink. (**APPENDIX B**)
2. NMED "Certification of Independent Price Determination" form completed, dated, and signed in black ink. (**APPENDIX C**)
3. NMED "Disclosure Requirements/Conflict of Interest Certification" form completed, dated, and signed in black ink. (**APPENDIX D**)

4. EPA “Certification Regarding Lobbying” form completed, dated, and signed in black ink. (**APPENDIX E**)
5. EPA “Disclosure of Lobbying Activities” form completed, dated, and signed in black ink. (**APPENDIX F**)

C. BUSINESS SPECIFICATIONS (Binder 2)

1. Cost Proposal

a. Financial Stability/ Ability to perform the Proposed Work

Provide evidence of the Offeror’s financial stability and ability to perform the proposed work. Please describe the Offeror’s required insurance, as stipulated in Section II.C.15 of the RFP. Proof of Insurance is required as an Appendix of the proposal. Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor’s performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agency at time of contract award. A statement of concurrence must be submitted in the Offeror’s proposal.

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

b. General Cost Detail Form

Offerors are required to submit prices in the format or similar format as shown on the General Cost Detail Form that is included in **APPENDIX H** of the RFP. These are the prices that NMED will pay for personnel, equipment and services. Include a rate sheet for any anticipated subcontractor services and the Offeror’s markup rate for subcontractors.

Cost will be measured by comparing categorical hourly rates. All charges listed on **APPENDIX C** must be justified and evidence of need documented in the proposal.

c. Cost Tracking

Submit a description of how the offeror tracks the cost on a project basis.

d. Unforeseen Circumstances

Provide a discussion of various circumstances that may cause the actual cost of a project to be more than that specified in a scope of work. Include a description of how unforeseen circumstances will be accounted for in a cost estimate.

e. Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX I**. The form must be completed and must be signed by the person authorized to obligate the company.

2. Completed Mandatory Forms

Submit the Mandatory Forms identified in the Section IV.C of the RFP according to the instructions provided. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include the completed forms.

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.

Table 1	Points
A. Evaluation Point Summary	
B. Technical Evaluation (Binder 1)	
1. Offerors Response to Mandatory Specifications	100
2. Summary of Corporate Experience	125
3. Professional Qualifications as Demonstrated by Similar Experience and Past Performance	150
4. Technical Approach to Meet Scope of Work	150
5. Health and Safety / Quality Assurance	100
6. Organizational References	75
7. Mandatory Responses and Forms	Pass/Fail
C. Business Specifications (Binder 2)	
1. Cost Proposal	300
2. Completed Mandatory Forms	Pass/Fail
TOTAL	1,000 points

EVALUATION FACTORS:

B. Technical Evaluation (Binder 1):

1. Offerors Response to Mandatory Specifications (100 points)

Points will be awarded based on compliance with RFP instructions and the overall quality, clarity, and completeness of the response (format, copies of required forms, all components in Section IV.B included).

2. Summary of Corporate Experience (125 points)

Points will be awarded based on the Offeror's overall relevant experience, expertise, and competence for each of the anticipated work needs outlined in the SOW (Section IV.A). Detail any experience in work on Brownfields, VRP, CERCLA, mining waste, or other hazardous substances, petroleum facility/projects and any distinguishing qualities, capabilities, or experience that uniquely qualifies the respondent to provide services.

3. Professional Qualifications as Demonstrated by Similar Experience and Past Performance (150 points)

Points will be awarded based on the Offeror's current professional staff's relevant experience, expertise, and competence on specific technical requirements of the SOW (Section IV.A); work experience on assessment, monitoring, and remediation at Brownfields, VRP, CERCLA, mining waste, and other sites impacted by hazardous substances, petroleum hydrocarbons, and/or other environmental contaminants.

4. Technical Approach to Meet Scope of Work (150 points)

Points will be awarded based on the Offeror's understanding and approach to the specific technical requirements of the SOW (Section IV.A). Points will also be awarded on the detailed description of equipment, materials, and technical competencies that will be employed in relation to the SOW requirements and the proposed timeline for specific types of activities.

5. Health and Safety / Quality Assurance (100 points)

Points will be awarded on Offeror's processes relating to maintaining site safety and general safe work consciousness among its employees and subcontractors. Points will also be awarded on demonstration that the Offeror has a detailed Quality Management System in place to support HASP and QAPP development and implementation.

6. Organizational References (75 points)

References will be checked to establish the Offeror's professionalism, dependability, ability to meet project schedules and budget, and expertise and competence in performing the technical requirements of the SOW.

7. Mandatory Responses and Forms (Pass/Fail only)

Completed mandatory forms are submitted according to the instructions provided. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include the completed forms.

C. Business Specifications (Binder 2):

1. Cost Proposal (300 points)

Offeror's ability to demonstrate financial stability. Completed mandatory forms are submitted according to the instructions provided. The evaluation of each Offeror's cost proposal will be conducted by comparing hourly rates for the following staff categories: Senior Engineer/Hydrologist/Scientist, Project Engineer/Hydrologist/Scientist, Staff

Engineer/Hydrologist/Scientist, Field Technician, and Administrative Secretary. Scores will be tallied using the following formula:

$$\frac{\text{Lowest Responsive Offer Sum of Rates}}{\text{-----}} \times \text{Available Award Points}$$

This Offeror's Sum of Rates

2. Completed Mandatory Forms (Pass/Fail only)

Completed mandatory forms are submitted according to the instructions provided. A proposal will be deemed non-responsive and will be dropped from further evaluation if it does not include the completed forms.

3. 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.8.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.19.
4. Responsive proposals will be evaluated on the specifications in Section IV, which have been assigned a point value based on the Offeror's fulfillment of the factors in Section V. 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

PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

20 667 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 J**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later **3:00 PM MST Mountain Standard Time on 12/6/2019**. 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.

Name: **Jennifer Muus, Procurement Manager**
Address: NMED - Ground Water Quality Bureau
1190 S. St. Francis Dr., N-2302
Santa Fe, NM 87505
Telephone: (505) 827-2242
Email: Jennifer.Muus@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

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
FORM**

New Mexico Environment Department

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(Must be included with Bid or Proposal)

Professional Environmental Assessment and Remediation Consulting Services

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (3) and Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 of the State of New Mexico, the undersigned contractor certifies that no collusion as defined by Federal and State antitrust laws, occurred during the preparation of the bid or proposal submitted herewith.

(Signature of Authorized Officer)

(Date)

(Printed or Typed Name and Title)

(Company Name)

(Company Address)

(City, State, ZIP Code)

Independent Price Agreement

APPENDIX D

**DISCLOSURE REQUIREMENTS/CONFLICT OF INTEREST
CERTIFICATION FORM**

New Mexico Environment Department

DISCLOSURE REQUIREMENTS/CONFLICT OF INTEREST CERTIFICATION

(Must be included with Bid or Proposal)

Professional Environmental Assessment and Remediation Consulting Services

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (1) and (2), the undersigned contractor certifies that it will notify the New Mexico Environment Department of any actual, apparent, or potential conflict of interest regarding any individual working on a contract assignment or having access to information regarding the contract. Contractor will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative drilling work is planned or undertaken and will be required to notify NMED of any conflicts of interest. This notification shall include both organizational and personal conflicts of interest.

(Signature of Authorized Officer)

(Date)

(Printed or Typed Name and Title)

(Company Name)

(Mailing Address)

(City, State, ZIP Code)

Disclosure Requirements/Conflict of Interest

APPENDIX E

CERTIFICATION REGARDING LOBBYING FORM

Washington, DC 20460

**LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS
AND COOPERATIVE AGREEMENTS**

INSTRUCTIONS:

*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of

Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

EPA Form 5700-53 (Rev. 06/2014)

APPENDIX F

DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____ if known: Congressional District, if known :	5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ _____ Title: _____ _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX G

SAMPLE CONTRACT

STATE OF NEW MEXICO

ENVIRONMENT DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **ENVIRONMENT DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. The Contractor shall perform services consistent with the scope of work requirements which are hereby incorporated and made part of this Agreement as Attachment A.
- B. The Agency requires environmental consulting services to be provided at various sites statewide.
- C. The Contractor shall conduct the work in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 to 9675, the National Oil and Hazardous Substances Contingency Plan of 1990, and all relevant U.S. Environmental Protection Agency ("EPA"), American Society of Testing Materials, the Water Quality Control Commission Regulations, Occupational Safety and Health Administration's Hazardous Waste Operations and Emergency Response Standards, 29 CFR § 1910.120 and all other applicable State standards, regulations, and guidance for conducting environmental investigations and implementing remedial alternatives.
- D. The Contractor shall not commence work until Agency representatives possessing Signatory Authority, as designated by Agency policy in effect on the date of the project specific technical proposal, approves the technical proposal in writing. If there are inconsistencies between a project specific technical proposal and this Agreement, this Agreement shall govern.
- E. The Contractor shall comply with Performance Measures as specified in Attachment B.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum**

and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate four years (4) from the date of signature by THE GSD/SPD Contracts Review Bureau 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, EPA or other funding sources available to NMED 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 General Services Department/State Purchasing Division 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. Environmental Site Conditions.

The Agency acknowledges that Contractor is performing professional services for the Agency and that Contractor is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, which are or may be encountered at or near the Site in connection with Contractor's activities under this Agreement.

22. 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://insurenwmxico.state.nm.us/>.

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: **Jerry Schoeppner**
New Mexico Environment Department
Ground Water Quality Bureau
1190 St. Francis Drive PO Box 5469
Santa Fe, NM 87502-5469
Phone: 505-827-2214
Email: Gerard.Schoeppner@state.nm.us

To the Contractor: [insert name, address and 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 GSD/SPD Contracts Review Bureau below.

By: _____ Date: _____
James C. 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

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 GSD/SPD Contracts Review Bureau:

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

Attachment A - Scope of Work

1. Summary

The work to be performed consists of providing timely, high quality professional environmental consulting services in the following areas: multimedia environmental site assessments and investigations; risk assessments; cleanup alternatives analysis (feasibility studies); remediation planning and implementation; and related tasks at brownfield and voluntary remediation sites, Superfund sites, mining impacted sites, and other types of contaminated or potentially contaminated sites statewide. Work is generally performed at former or currently occupied industrial, commercial, and residential sites, where there has been storage, use, disposal, or releases of hazardous substances, petroleum hydrocarbons, radionuclides, mine wastes, and other contaminants.

Other environmental consulting tasks may be initiated under this contract to support Agency activities. These tasks may include data management and analysis tasks, ground water modeling, ground or surface water sampling, providing expert testimony, assisting with public outreach, or other similar tasks identified by the Agency. Subcontractors for specialty tasks, such as risk assessment, ground water modeling, isotopic geochemistry, drilling, monitoring well installation, analytical and other services can be identified in the proposal as a teaming arrangement. If subcontractors are not specified in the proposal, a subcontractor can be identified for a specific work task once the contract is awarded; however, to do so, a minimum of three written bids must be solicited and documented and they must have been selected in accordance with procurement requirements in 2 CFR 200 and 1.4.1 NMAC.

A site-specific Quality Assurance Project Plan (QAPP) prepared in conformance with EPA policy and 2 CFR 1500 and 40 CFR 35 is required for EPA-funded site investigations, remedial actions, and projects that include the collection of environmental data. Performance of site investigations and remedial actions will also require the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER) requirements.

Work must be conducted in compliance with the applicable state and/or federal regulations and guidance, including the New Mexico Water Quality Control Commission Regulations, Voluntary Remediation Program Regulations, Agency's Risk Assessment Guidance, Agency's Solid Waste Management Rules, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA).

2. Work Categories

Multimedia Environmental Site Assessments and Investigations

Performance of Phase I Environmental Site Assessments in accordance with the current ASTM E1527 standard and EPA "All Appropriate Inquiries" requirements, and/or Site Assessment work in accordance with the CERCLA process or as specified in a statement of work prepared by the Agency.

Assessment and/or investigation activities include, but are not limited to:

- Designing scientific field investigations including comprehensive sampling and analysis plans, including a QAPP and HASP;
- Identification of actual and potential contaminant sources;

- Determination of geologic and hydrogeologic site characteristics;
- Performance of geochemical and/or geophysical surveys;
- Utility location;
- Oversight of field activities including collection and analysis of soil, soil vapor, sediment, water, asbestos, lead paint, mold, and air samples to determine nature and extent of contamination;
- Data interpretation, tabulation, and mapping; statistical analysis; and management of site specific data;
- Development of site cleanup goals; and
- Timely report preparation in accordance with appropriate program requirements.

Risk Assessment

Includes but is not limited to: conducting screening-level risk assessments; conducting human health and ecological risk assessments.

Feasibility Studies (Alternatives Analysis)

Includes but is not limited to: conducting feasibility studies; evaluation of remedial alternatives, designing and conducting treatability studies; and developing cost evaluations for remedial activities.

Remediation Planning and Oversight

Applies to sites with contamination from hazardous substances, petroleum hydrocarbons, mining waste, asbestos-containing building materials, or other contaminants. Activities include: developing remediation plans and budgets; designing effective and efficient remediation systems; recommending use of innovative technology where appropriate; oversight of remedial activities; oversight for remediation system construction; supervision of subcontractors performing tasks such as operation/maintenance of remediation systems, proper waste profiling and disposal; and timely report preparation.

Program Support and Other Specialized Technical Services

Includes but is not limited to: providing credible expert witness testimony to convey scientific facts and professional opinions; ground water modeling; providing assistance with public outreach, community relations plans, and meetings; conducting facility audits, inspections, and surveys at contaminated sites; various data collection, data management, and data analysis tasks.

3. Work Assignment Process

Upon contractor selection and the establishment of contracts as a result of this RFP, the Agency will contact one or more contracted firms when environmental services are required and request that the contractor(s) prepare a project-specific technical proposal for the proposed work. As appropriate to the project, technical proposals outline the site conditions, site history, contaminants expected, scope of work to be performed, deliverables, and schedule for the work to be performed. The technical proposal must include an estimate and explanation of costs not to be exceeded by the contractor for completion of the specified work including deliverables and reports. Not-to-exceed cost estimates must conform to the Rate Schedule negotiated and agreed to by the Department and the contractor as specified in resulting contracts and must identify costs for each task within the technical proposal. Work will not begin until the Agency notifies the contractor

that it agrees to the contractor's quoted prices, has secured access to the property, and has approved a work order.

Scope of Work Requirements

The Contractor shall:

- Prepare technical proposal, including approach, schedule, and cost-not-to exceed proposal in response to the Agency's submission of a work request, and/or task order. Each technical proposal from the Contractor is due to the Agency within 30 calendar days of Agency's written request, unless otherwise specified by Agency. Costs must correspond to rate schedule fees included in Attachment C, and extended or totaled charges must be derived from rates in Attachment C. Cost proposal should include catalog or manufacturer equipment prices showing all costs of equipment expected to be leased long-term to complete the project;
- Begin work assignments within 30 days of Agency's notice to proceed, unless otherwise specified by Agency;
- Conduct all aspects of approved work including health and safety, program implementation, project coordination and oversight, and quality assurance/quality control;
- Assign key personnel from the list specified in Attachment C, unless otherwise approved by the Agency, to accomplish the work task within the agreed upon time estimate;
- Select subcontractors based on a competitive bid and fair competition as required by law and outlined in this contract, subject to approval by the Agency;
- Submit written change orders delineating additional or changed work tasks or costs exceeding the approved technical proposal amounts. All change orders and costs must be approved by the Agency prior to Contractor implementation of work or incurrence of costs;
- Complete each task and deliverable within the time frame estimates and prior to deadlines, unless a written time extension is granted by the Agency;
- Proactively communicate with Agency staff on a regular basis to review project status and to identify problems that might arise or that might impact schedule and costs;
- Track budgets for each task assignment such that cost-not-to exceed amount will not be exceeded over the course of the task, unless a change order is approved by the Agency for a change to the original technical proposal. Submit detailed invoices upon Agency's approval of deliverables according to the rate schedule fees outlined in Attachment C;
- Monthly or quarterly status reports or other deliverables as required must be approved by the Agency prior to submission of invoice for work progress on each assigned task;

- Submit one draft version of work plans, reports, design plans, cost analysis, and other appropriate documents or deliverables for Agency review; complete the final document within 30 working days of receipt of Agency's comments, unless otherwise specified by Agency;
- Attend and participate in meetings with Agency staff and the public, as required by the Agency, to support project-specific activities;
- Participate in presentations to the public regarding project-related activities, as required by Agency;
- Initiate and participate in communication with Agency staff to review project status and to be assigned new work tasks and interim deadlines by Agency; and
- Perform other project-related activities, as specified and approved by the Agency.

The Agency will:

- Provide written work requests or task orders to Contractor in order for Contractor to develop detailed technical proposals, to include approach, schedule, and cost-not-to exceed proposal.
- Provide written notice to proceed and word order number designated for billing purposes after evaluation and approval of proposed technical proposal;
- Review and comment on draft submittals (e.g. work plans, reports) made by Contractor within reasonable time frames;
- Supply available data and file access for completion of assigned tasks;
- Evaluate selection of subcontractors and provide written approval or denial;
- Review invoices within 30 calendar days of receipt and advise the Contractor in writing of any deficiencies, disallowable charges, or full acceptance;
- At its discretion, elect to withhold up to 20 percent of not-to-exceed money budgeted for tasks until final acceptable deliverable is received;
- Provide coordination and oversight as specified for each work assignment;
- Provide health and safety equipment for all Agency personnel;
- Participate in telephone conversations to review project status and to set interim deadlines for the Contractor, as deemed necessary;

- Arrange for in-house meetings to review the Contractor's recommendations and rationale regarding proposed changes to technical proposals, work plans, design elements, cost- not- to exceed amount, etc., as appropriate; and
- Require monthly progress reports with budget tracking, interim status submittals, and a final report on an as-needed basis, to be specified by Agency per work assignment.

Attachment B - Performance Measures

Through the satisfactory completion of the Scope of Work set forth in the Agreement and the submission of acceptable deliverables, the Contractor will assist the Agency in meeting the portions of the Agency's Strategic Plan FY14-FY15 set forth below.

The purpose of the Agency's Water Quality Program is to protect the quality of New Mexico's ground and surface water resources to ensure clean and safe water supplies are available now and, in the future, to support domestic, agricultural, economic, and recreational activities. The Program meets these goals (1) through the issuance of permits and monitoring water quality, and

(2) by ensuring that hazardous waste is managed, and contaminated sites are cleaned up in a manner that is safe and protective of human health and the environment.

The Superfund Oversight Section of the Agency's Ground Water Quality Bureau, through a multi-year cooperative agreement with the EPA, identifies sites which may warrant remedial or removal action under Superfund (CERCLA), conducts site assessments of inactive hazardous waste sites and evaluates them for potential action under CERCLA, and provides management assistance and remediation oversight at Superfund sites.

The work products and deliverables provided by the Contractor will assist with identifying and assessing sites that are or could potentially impact ground water, human health, and the environment.

Attachment C - Contractor Rate Schedule

The Contractor shall be paid for work satisfactorily completed as outlined in Agency approved technical proposals written by the Contractor. The use of any subcontractors must be pre- approved in writing by Agency with the exception of those subcontractors identified below in the Contractor's General Cost Detail form. Preparation of technical proposals is not billable under this contract without advanced written approval by the Agency. Additional costs due to a change in the written technical proposal or task assignment must be approved by the Agency in writing before the additional work commences. Payment for services performed will be initiated upon final acceptance and inspection of the work.

Invoices shall be submitted to the Agency on a monthly basis and be itemized to conform to prices and categories shown on the Rate Schedule table included in this Attachment. The Contractor shall submit separate invoices for each project assignment.

Invoices submitted to the Agency by Contractor shall:

- Reference the project site name and task name, and list the organization code, project code, task number, and other information as indicated in the notice to proceed;
- Provide the approved cost-not-to exceed amount for the task, the currently monthly invoice amount, and the balance remaining for all tasks;
- Itemize hourly rates in the approved labor categories, and list other direct costs relating to equipment rental, subcontracting, etc. as outlined in the Rate Schedule table;
- Identify the portion(s) of the invoice that are subject to fees and clearly indicate the fee rate attributed to the charge;
- Identify the portion of the invoice that is subject to New Mexico gross receipts tax;
- Include copies of subcontractor and rental invoices; and
- Include Contractor certification as to the accuracy of the invoice submitted.

Invoices shall be submitted to the attention of the ROS Program Manager, Ground Water Quality Bureau, NMED, P.O. Box 5469, Santa Fe, New Mexico 87502.

Contractor General Cost Detail form is attached.

APPENDIX H
GENERAL COST DETAIL FORM

Sample Below

Note: This form is an example, please supply a detailed list of the labor categories, equipment and supplies that the offer proposes to use on this contract. * These staff categories will be used in the cost evaluation described in Section V.B.7

Description/Item	Rate	Unit	Comments/Key Personnel
<i>Labor Category</i>			
President			
Vice President			
Principal			
Professional Engineer			
Senior Engineer/Hydrologist/Scientist *			
Project Engineer/Hydrologist/Scientist *			
Staff Engineer/Hydrologist/Scientist *			
Field Technician *			
Risk Assessor			
H&S Officer			
QA/QC Officer			
Technical Writer/Editor			
Administrative Secretary *			
Contracting Officer			
Information Technology Manager			
Information Technology/GIS Staff			
AutoCADD Operator			
Word Processor/Data Entry			
<i>Travel</i>			
Mob/Demob			
Per Diem			
Field Vehicle			
Field Vehicle			
<i>Use of Equipment/Supplies</i>			
Use of Sampling Equipment			
Auger, Hand			
Pump			
Pump			
Pump			
Controller			
Pressure Washer			
Generator			
Air Compressor			
Stainless Steel Samplers			

Description/Item	Rate	Unit	Comments/Key Personnel
Survey Equipment			
Field GC			
GPS/Survey Equipment			
Drilling Equipment			Soil vapor borehole construction -rods / drill bits
Removal Jack			
Generator(s)			
Helium tank			
Helium Shroud			
Use of Sampling Supplies			
Bailers (disposable)			
Coliwassa (disposable)			
Sample filters (.45 micron)			
Tubing			
Soil Sampling Tubes/Caps			
Cleaner (Alconox/Liqui-nox)			
Decontamination Kits			
Tool Box (adjustable wrenches/ spare parts)			
Bentonite / Sand for soil vapor borehole construction			
Shovel			
Three-way Valves / Fittings			
Weather Meter			
Use of PPE Supplies			
Level D Kit			
First Aid Kit			
Boots/Waders			
Booties, latex			
Ear Plugs			
Gloves, Latex			
Gloves, N-Dex			
Gloves, Nitrile			
Safety glasses			
Respirator Cartridges			
Tyvek			
Traffic Cones			
Traffic Light			
Use of General Supplies			
bailer cord			
Field Books			
Bubble Pack			
Containers			
Cooler			
Tape			
Inverter			
Use of Instruments			
Conductivity, meter			
pH, Meter			

Description/Item	Rate	Unit	Comments/Key Personnel
D.O., Meter			
Turbidity, Meter			
Oil/Water Interface Probe			
Water Level, Meter			
Pressure Transducer			
Data Logger			
PID			
FID			
Field Test Kits			
Vacuum Gauges			
Hand pump			
Gillian Pump			
Soil Vapor Screening Equipment (Ex: FROG)			
Helium Meter			
Magnahelix			
Use of Miscellaneous Equipment			
Digital camera			
Cellular Phone			
Laptop Computer			
Surge Block			
Office			
Copies			
Mail			
Telephone			
Overnight Delivery			
Other Potential Costs			
Subcontracting Fee			
Shipping fees			
ODCs, not listed above, at cost plus			
Rental Equipment, not listed above, at cost plus			

Note: This form is an example, please supply a detailed list of the labor categories, equipment and supplies that the offer proposes to use on this contract

* These staff categories will be used in the cost evaluation described in Section V.B.8

APPENDIX I
LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#:20-667-2030-0001

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.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX J

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 to the following address or via email:

Name: Jennifer Muus, Procurement Manager
Address: New Mexico Environment Department
Ground Water Quality Bureau
1190 S. St. Francis Dr., N-2302
Santa Fe, NM 87505
Telephone: (505) 827-2242
Email: Jennifer.Muus@state.nm.us

It is the Offeror's responsibility to ensure the completed forms are received on or before **January 7, 2020** 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 # 20 667 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, Ground Water Quality Bureau at the following address or via e-mail at:

Name: Jennifer Muus, Procurement Manager
Address: New Mexico Environment Department
Ground Water Quality Bureau
1190 S. St. Francis Dr., N-2302
Santa Fe, NM 87505
Telephone: (505) 827-2242

Email: Jennifer.Muus@state.nm.us

no later than **January 7, 2020** 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.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (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: