

**STATE OF NEW MEXICO
OFFICE OF NATURAL RESOURCES TRUSTEE**



REQUEST FOR PROPOSALS

#18-668-0100-0002

Issued November 8, 2017

Amended

November 29, 2017

**PROFESSIONAL SERVICES FOR
NATURAL RESOURCE DAMAGE
ASSESSMENT AND RESTORATION**

TABLE OF CONTENTS

Page No.

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

15.	Contract Terms and Conditions.....	15
16.	Offeror’s Terms and Conditions	16
17.	Contract Deviations	16
18.	Offeror Qualifications.....	16
19.	Right to Waive Minor Irregularities.....	16
20.	Change in Contractor Representatives	17
21.	Notice of Penalties	17
22.	Agency Rights.....	17
23.	Right to Publish	17
24.	Ownership of Proposals.....	17
25.	Confidentiality	17
26.	Electronic Mail Address Required	17
27.	Use of Electronic Versions of this RFP	18
28.	Campaign Contribution Disclosure Form.....	18
29.	New Mexico Employees Health Coverage.....	18
30.	Employee Pay Equity Reporting Requirements	19
31.	Disclosure Regarding Responsibility.....	19
32.	New Mexico Preferences	21
33.	Letter of Transmittal	22
III.	RESPONSE FORMAT AND ORGANIZATION	23
A.	NUMBER OF RESPONSES.....	23
B.	NUMBER OF COPIES	23
C.	PROPOSAL FORMAT	23
1.	Proposal Organization	23
2.	Other Supporting Material.....	23
IV.	SPECIFICATIONS	24
A.	INFORMATION RELEVANT TO PROPOSALS	24
1.	Agency Resources	24
2.	Work Performance.....	24
3.	Level of Effort & Deliverables.....	24
4.	Time Frame.....	24
B.	MANDATORY SPECIFICATIONS	25
1.	Organizational Experience	25
2.	Work Product Examples.....	25
3.	Approach to NRDAR Scenarios	25
4.	Organizational References.....	26
5.	Offeror Staff Experience	27
6.	Proposed Staff References.....	28
7.	Cost	28
8.	Letter of Transmittal Form	28
9.	Campaign Contribution Disclosure Form.....	28

10.	Pay Equity Reporting.....	29
11.	Resident Business or Resident Veterans Preference	29
V.	EVALUATION	30
A.	EVALUATION POINT TABLE/SUMMARY	30
B.	EVALUATION FACTORS	30
C.	EVALUATION PROCESS.....	31
APPENDICES:		
A.	Acknowledgement of Receipt Form.....	33
B.	Campaign Contribution Disclosure Form	34
C.	Sample Contract Terms and Conditions.....	37
D.	Cost Response Form	46
E.	Organizational Reference Questionnaire.....	47
F.	New Mexico Preference Resident Veterans Certification	51

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico Office of Natural Resources Trustee (“ONRT” or the “Agency”) is requesting proposals for professional consulting services for natural resource damage assessment and restoration (NRDAR) activities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (“CERCLA”), 42 U.S.C. §§ 9607 *et seq.*; the New Mexico Natural Resources Trustee Act, NMSA 1978, §§ 75-7-1 to -5 (1993); and other applicable statutes and rules.

The purpose of this Request for Proposals (“RFP”) is to select a qualified Offeror(s), with documented extensive and successful experience, to provide NRDAR support services for the defined scope of work under a time-and-materials contract(s) to the Agency.

B. BACKGROUND INFORMATION

The Agency’s mission: To act on the behalf of the public to restore, replace, or acquire the equivalent of natural resources within the state or belonging to, managed by, controlled by or appertaining to the state, which are injured, destroyed or lost due to release of hazardous substances or oil into the environment. Natural resources include air, surface waters, ground waters, biological resources and geological resources.

The Agency implements the State’s Natural Resource Damage Assessment and Restoration Program with the goal of restoration, replacement, and compensation for injured natural resources and loss of resource services.

The Agency is composed of three staff members and the Trustee, and has offices located at 121 Tijeras Avenue NE, Suite 1000, Albuquerque, NM 87102. ONRT is administratively attached to the New Mexico Environment Department. The term "administratively attached" means the same as specified in NMSA 1978, Section 9-1-7.

C. SUMMARY SCOPE OF WORK

The Contractor shall provide technical and strategic advice and consulting regarding natural resource damage assessment and restoration. The Agency will issue individual task orders to the Contractor pursuant to this overall Scope of Work. The specific nature of those task orders will vary to address the Agency’s specific needs. The Contractor will propose costs to the Agency upon receipt of individual work plans or communication regarding activities for each task order. The Contractor may be requested to provide technical expertise for development of a work plan. When the Agency requests the Contractor’s technical expertise to prepare a work plan of significant magnitude, the Contractor’s level of effort will be identified prior to work plan preparation and compensated for upon completion. Each work plan shall contain all pertinent information regarding activities, progress reports, schedule and deliverables and must be approved by the Agency prior to initiation of any work.

Services to be performed under this contract may include: identification of natural resource injury, damage, and restoration; plan, implement and provide oversight for resource injury assessment; review of data and literature; conduct field work and economic valuations; assist with public meetings; case management and settlement negotiation support; litigation support to the Agency; and assistance with restoration planning, scaling, design, or monitoring.

D. SCOPE OF PROCUREMENT

The initial contract is anticipated to begin in ~~February~~ March 2018, or as soon as possible thereafter, and shall terminate one (1) year thereafter. The Agency reserves the option of renewing the initial contract on an annual basis for three (3) additional years or any portion thereof for the purpose of providing NRDAR support services to the Agency. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

E. PROCUREMENT MANAGER

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

Elysia Bunten, Procurement Manager
New Mexico Office of Natural Resources Trustee
121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102
Telephone: 505-222-9546
E-mail: elysia.bunten@state.nm.us

2. All deliveries via express carrier should be addressed as follows:

Elysia Bunten, Procurement Manager
New Mexico Office of Natural Resources Trustee
121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document. The definitions are intended solely for use in this RFP and do not necessarily reflect regulatory definitions.

"Agency" means the New Mexico Office of Natural Resources Trustee ("ONRT").

“Close of Business” means **3:00 PM Mountain Standard or Mountain Daylight Time**, whichever is in effect on the date given.

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

"Contractor" means a successful Offeror who enters into a binding contract.

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

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

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

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

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

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

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

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services to more than one Offeror.

“Natural resource damage assessment” or “assessment” means the process of collecting, compiling, and analyzing information, statistics, or data through prescribed methodologies to determine damages for injuries to natural resources.

“NMED” means the New Mexico Environment Department.

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

“ONRT” means the New Mexico Office of Natural Resources Trustee.

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

“Project Manager” means the individual assigned by the Procuring Agency to manage the project and administer this Agreement.

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

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

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

“Restoration” means actions undertaken to return an injured resource to its baseline condition, as measured in terms of the injured resource's physical, chemical, or biological properties or the services it previously provided, when such actions are in addition to response actions.

“Trustee or natural resource trustee” means any Federal natural resources management agency designated in the National Contingency Plan and any State agency designated by the Governor of each State, pursuant to section 107(f)(2)(B) of CERCLA, that may prosecute claims for damages under section 107(f) or 111(b) of CERCLA; or an Indian tribe, that may commence an action under section 126(d) of CERCLA.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library that can be accessed from the link below. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided below through your own internet connection or by contacting the Procurement Manager and scheduling an appointment.

<https://onrt.env.nm.gov/request-for-proposals-rfps/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement. These dates are subject to change solely at the discretion of the Agency.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	ONRT	11/8/17
2.	Acknowledgement of Receipt Due	Potential Offerors	11/20/17
3.	Deadline to Submit Additional Written Questions	Potential Offerors	11/20/17
4.	Response to Written Questions/RFP Amendments	ONRT	11/28/17
5.	Submission of Proposal No later than 3:00 pm M.T.	Offeror	12/12/17
6.	Proposal Evaluation	Evaluation Committee	12/15/17-1/12/18*
7.	Selection of Finalist(s)	Evaluation Committee	1/16/18*
8.	Best and Final Offers from Finalists	Offeror	1/23/18*
9.	Oral Presentations by Finalists (If necessary)	Offeror	1/25/18-1/26/18*
10.	Finalize Contractual Agreement	ONRT, Offeror	1/29/18-3/5/18*
11.	Contract Award	ONRT	3/7/18*
12.	Protest Deadline No later than 3:00 pm M.T.	Offeror	3/22/18*

***Dates are Tentative**

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency on November 8, 2017.

2. Acknowledgement of Receipt Due

Potential Offerors should hand deliver or return by registered or certified mail the "Acknowledgement of Receipt 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 close of business on November 20, 2017.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list. An Offeror can submit a proposal without returning this form, however they may not receive RFP updates.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on November 20, 2017. All written questions must be addressed to the Procurement Manager listed in Section I, Paragraph E. Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on November 28, 2017 to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than **five (5) business** days after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN CLOSE OF BUSINESS ON DECEMBER 12, 2017. Proposals

received after this deadline will not be accepted. The date and time will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Natural Resource Damage Assessment and Restoration Services Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to 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 RFP. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place between December 15, 2017 and January 12, 2018. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

7. Selection of Finalist(s)

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors on/by January 16, 2018. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. It is at the Agency's discretion to determine whether or not Finalists will be asked to submit a Best and Final Offer. If it is determined by the Evaluation Committee to seek best and final offers they will be due by January 23, 2018.

9. Oral Presentation by Finalists

At the discretion of the Agency, finalist offerors may be required to present their proposals in an oral presentation to the Evaluation Committee. If the Evaluation Committee elects to conduct oral presentations they shall be completed on January 25, 2018 and January 26, 2018 at a location provided by the Procurement Manager.

10. Finalize Contractual Agreement(s)

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) between January 29, 2018 and March 5, 2018. These dates are subject to change at the discretion of the Agency, NMED, and/or DFA. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of Agency management and the signed contract(s), the Agency anticipates awarding the contract(s) by March 7, 2018, or soon thereafter. This date is subject to change at the discretion of the Agency, NMED, and/or DFA.

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

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award and will end at 5:00 pm Mountain Standard Time/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 must specify the ruling requested. The protest must be delivered to:

Jennifer L. Hower
General Counsel
New Mexico Environment Department
121 Tijeras Ave. NE, Suite 1000
Albuquerque, NM 87102
Office: (505) 222-9550
Fax: (505) 383-2064
E-mail: jennifer.hower@state.nm.us

Protests received after the date and time specified above will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico State Purchasing Division procurement regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP, including the oral presentation, 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 will make payments to only the prime contractor.

4. Subcontractors/Consent

The majority of work that may result from this procurement should be performed by the prime contractor. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request 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, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:

1. confidential financial information concerning the Offeror's organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror'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 shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Appendix C. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

26. Electronic Mail Address Required

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

E-mail, including attached electronic files, sent to the Procurement Manager will only be considered a written response if the Procurement Manager verifies receipt via return e-mail indicating that the Offeror's e-mail message and any attachments were readable.

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. 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.

29. 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.insurenewmexico.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.

30. Employee Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required

by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. 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
- B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, Appendix F, as provided in this RFP.

- C. When a public body makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:
 - (1) Five percent of the total weight of all the factors used in evaluating the proposals to the resident business; and
 - (2) Ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

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

33. Letter of Transmittal

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

- A. Identify the submitting business entity.
- B. 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.
- C. 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 (B.) above).
- D. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- E. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- F. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- G. 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.
- H. Be signed by the person identified in paragraph B. above.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) identical copies of their proposal to the location specified in Section I, Paragraph E on or before the closing date and time specified for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section and title. Offeror's may submit Work Product Examples on a CD or DVD.

1. Proposal Organization

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

Binder 1

- a. Letter of Transmittal
- b. Table of Contents
- c. Response to Specifications with the Exception of Cost
- d. Response to Agency Terms and Conditions
- e. Offeror's Additional Terms and Conditions

Binder 2

- f. Campaign Contribution Disclosure Form
- g. Cost Response Form
- h. New Mexico Preferences (If applicable)
- i. Other Supporting Material (Optional)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder 2 with the Cost Response Form.

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

2. Other Supporting Material

Offerors may attach other materials that they feel may improve the quality of their response.

IV. SPECIFICATIONS

The failure of an Offeror to meet a mandatory specification (Section IV.B.) will result in disqualification of the proposal.

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting documents will be evaluated and awarded points accordingly.

A. INFORMATION RELEVANT TO PROPOSALS (NOT SPECIFICATIONS)

1. Agency Resources

The Agency will provide conference room resources as needed for use on this contract.

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that work will be performed at a variety of locations within and outside the State of New Mexico. Support work such as data analysis and report generation will be performed at the contractor's facilities.

3. Level of Effort and Deliverables

For the purpose of preparing proposals, Offerors are to assume that the work required in the first year of the contract may be equivalent to \$500,000. This is not a guarantee, and the actual work required may ultimately yield more or less than this amount.

The contractor will work on an as-needed basis, with no limitations on the number of trips to on-site locations. Trips to on-site locations must be approved by the Agency prior to such trips being taken. The contractor will be reimbursed for time and materials based on approved work plans and fee schedule. The contractor shall be required to develop work plan(s) on a site-by-site basis. The work plan will incorporate staff rates from the signed contract.

The contract deliverables will be determined by the Agency on a case-by-case basis. At the Project Manager's discretion, periodic oral and/or written status reports may be required. These status reports may include a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested work plan adjustments.

4. Time Frame

The contract is anticipated to begin in **March 2018**.

B. MANDATORY SPECIFICATIONS

1. Organizational Experience

- A. Offerors must submit a description of relevant corporate project experience documenting at least 5 years of continuous experience in support of NRDAR Trustees. The documentation must thoroughly describe how the Offeror has supported Trustees and work related to NRDAR under CERCLA.
- B. Offerors must include a description of the extent of their experience and expertise as a NRDAR contractor.
- C. Offerors must identify all ~~potential responsible parties or responsible parties under state or federal law~~ entities with a site or operations in New Mexico for whom they have provided work.
- D. Offerors must indicate in table format the number of years of corporate experience and describe the corporate experience in each of the following:
 - a. Cooperative assessment process
 - b. Economic determination
 - c. Habitat/resource equivalency analysis
 - d. Litigation support
 - e. Natural resource injury and damage assessment
 - f. NRDA restoration scaling and planning
 - g. NRDAR case management and strategy
 - h. Preassessment screen
 - i. Public meeting support
 - j. Quality assurance
- E. Offerors must describe their corporate capabilities regarding administrative processes or procedures regarding document production, word processing, support staff for key staff and quality assurance procedures.

2. Work Product Examples

Offerors must include Work Product Examples comprised of **three (3)** of the following types of documents for NRDAR projects for which the Offeror is the primary author: NRD Assessment Plan; NRD Assessment; habitat/resource equivalency analysis; Restoration and Compensation Determination Plan; or NRD Restoration Plan.

3. Approach to NRDAR Scenarios

Offerors must include a response to each of the three scenarios described below:

- A. Situation: The Trustee is faced with a case that involves a release of hazardous substances to a river in an upstream state and potential injuries in several downstream states, located in different EPA regions. The Trustee has several concerns such as the lack of inclusion of all affected states in the CERCLA remedial investigation.

Offeror's Response: Describe potential approaches by which the Trustee may maximize the likelihood of recovery of damages for natural resource injuries in the state. This should include consideration of the use of a multi-state/tribal/federal Trustee Council and identification of the relevant factors for determining whether such a council is a necessary and appropriate approach. Provide recommendations for offsetting potential disadvantages to downstream states. Provide an example of a case you were involved with in where the Trustee Council consisted of several states.

- B. Situation: There is disagreement between state, tribal, and federal co-trustees and the Responsible Party regarding the trusteeship of a natural resource.

Offeror's response: Provide suggestions for how to address this issue so that the cooperative assessment process can proceed forward and eventually lead to settlement. Provide an example of a NRDA case you were involved with in which you facilitated such an issue, and explain your role in the case and lessons learned.

- C. Situation: As a result of the Responsible Party's activities, groundwater has been significantly contaminated above baseline. The Responsible Party argues for an interpretation of groundwater services that considers only immediate human uses.

Offeror's response: Describe your understanding of what constitutes groundwater injury and groundwater damages in New Mexico. Please address the following topics: (1) use and nonuse groundwater services, (2) compensable value for loss of both use and nonuse services, (3) whether and/or how accessibility of the groundwater affects the calculation of damages for its injury, and (4) damages for injury to groundwater in a fully appropriated basin (also known as a closed basin).

4. Organizational References

Offerors should provide a minimum of three (3) references from Trustee clients who received NRDA services from the Offeror. **Offerors are required to submit Appendix E, Organization Reference Questionnaire to the references they list. The references are to submit the completed form directly to the designee described in Section I Paragraph E.** It is the Offeror's responsibility to ensure that the completed forms are received by the designee before the proposal

submission deadline for inclusion in the evaluation process. Reference forms that are not received, or are not complete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted.

The following information must be provided about each reference in the Offeror's proposal as well as in Appendix E:

- a. Name of trustee reference, affiliation and NRD case;
- b. Address of trustee;
- c. Name of contact person;
- d. Telephone number of contact person; and
- e. Type of services provided and dates services were provided.

5. Offeror Staff Experience

Offerors must submit resumes (4 pages maximum per individual) of all proposed senior and mid-level professional staff members who will be performing services under the contract (including staff from subcontractors, which should be labeled to distinguish from in-house staff). Additional pages may be added for publications. Junior level professional staff experience summaries must be limited to a quarter page. Experience narratives for all staff shall describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements as follows:

- a) Proposed senior professional staff members must have a minimum of five (5) years of experience with NRDAR projects and mid-level professional staff members must have a minimum of three (3) years of experience with NRDAR projects. Senior and mid-level professional staff must have a degree in the appropriate field. Junior level professional staff must have a degree in the appropriate field of expertise and must have a minimum of one (1) year experience in that field (i.e. ecology, geology, hydrology, etc).
- b) Staff members in the RFP response will be bound by the contract. Any changes to proposed staff must be approved by the Agency. Offerors must provide a table that identifies the professional senior and mid-level staff with expertise and years of experience in the following fields (show total cumulative years of experience for each field):
 - Aquatic ecology;
 - Cooperative NRD assessment process;
 - Environmental toxicology;
 - Geochemistry;
 - Geology/soil science;
 - Hydrology/Hydrogeology;

- NRD litigation support;
- NRDAR case management and strategy;
- NRD restoration planning;
- Preliminary evaluation of injury and damages;
- Public meeting support;
- Resource/environmental economics;
- Habitat/resource equivalency analysis;
- Natural resource damage assessment;
- Restoration alternative scaling; and
- Wildlife biology/ecology.

6. Proposed Staff References

Two trustee client references must be provided for each proposed manager and senior level technical staff member. The minimum information that must be provided about each reference is:

- a) Name of trustee reference, affiliation and NRD case;
- b) Address of trustee;
- c) Name of contact person;
- d) Telephone number of contact person; and
- e) Type of services provided and dates services were provided.

7. Cost

Offerors must provide labor categories appropriate to implement the scope of work. Offerors must propose, on the Cost Response Form (Appendix D), a weighted average hourly rate for each labor category by using the fully loaded hourly rate for each individual in each category, and estimating the relative amounts of time that each individual would work on the Agency contract.

The firm, fixed, fully-loaded hourly rates will include labor, fringe benefits, fees (profit) and any overhead costs for contractor personnel. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice. The Agency shall reimburse the Awarded contractor for travel per the State of New Mexico per-diem rates (DFA rule 95-1).

8. Letter of Transmittal

The Offeror's proposal **must** be accompanied by a Letter of Transmittal. The letter **must** be complete and must be signed by the person authorized to obligate the company

9. Campaign Contribution Disclosure Form

The Offeror must complete unaltered Campaign Contribution Disclosure Form (Appendix B) and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made.

10. Pay Equity Reporting

The Offeror **must** agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award. **A statement of concurrence with this requirement must be included in Offeror's submitted proposal.**

11. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (Appendix F) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

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

EVALUATION FACTOR	POINTS AVAILABLE
Presentation and Quality of Response to RFP	40
Organizational Experience	200
Work Product Examples	200
Approach to NRDAR Scenarios	250
Organizational References	75
Offeror Staff Experience	110
Proposed Staff References	50
Cost	75
TOTAL	1,000
Resident Business or Resident Veterans Preference	TBD

B. EVALUATION FACTORS

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

1. Presentation and Quality of Response to RFP (40 points)

Quality and completeness of responses will be evaluated based upon the requirements contained in Section III.

2. Organizational Experience (200 points)

Corporate experience will be evaluated based upon experience with NRDAR projects and engagements and the NRD technical areas listed in Section IV.B.1.

3. Work Product Examples (200 points)

Work Product Examples will be evaluated based upon review of documents requested in Section ~~IV.B.1~~IV.B.2.

4. Approach to NRDAR Scenarios (250 points)

Essays will be evaluated based on the Offeror's understanding of the issues and their practical experience and proficiency on the three scenarios listed on Section ~~IV.B.1~~IV.B.3.

5. Organizational References (75 points)

Points for corporate references will be awarded based upon an evaluation of the Offeror's work for previous trustee clients receiving similar services to those proposed by the Offeror for this contract as per Section ~~IV.B.2~~IV.B.4.

6. Offeror Staff Experience (110 points)

Points for staff qualifications and experience will be awarded based upon an evaluation of staff member's experience as it relates to their role and the needs of this contract as per Section ~~IV.B.3~~IV.B.5.

7. Proposed Staff References (50 points)

Points for staff references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract as per Section ~~IV.B.4~~IV.B.6.

8. Cost (75 points)

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

$$\frac{\text{Lowest Responsive Offerors Average Hourly Rate}^*}{\text{This Offeror's Average Hourly Rate}^*} \times 75 = \text{Award Points}$$

* This average includes the Weighted Hourly Rates for all of the Labor Categories listed on the Cost Response Form (Appendix D).

9. Resident Business or Resident Veterans Preference (TBD, Max. of 100 points)

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. **New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

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

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores above 500 points may be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror(s) whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**“APPENDIX A”
ACKNOWLEDGEMENT OF RECEIPT FORM**

REQUEST FOR PROPOSAL
#18-668-0100-0002
PROFESSIONAL SERVICES FOR NATURAL RESOURCE
DAMAGE ASSESSMENT AND RESTORATION

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **November 20, 2017**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Elysia Buntun
New Mexico Office of Natural Resources Trustee
121 Tijeras Avenue NE, Suite 1000, Albuquerque, NM 87102
Phone Number: 505-222-9546
E-Mail: elysia.buntun@state.nm.us

“APPENDIX B”
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

**“APPENDIX C”
SAMPLE CONTRACT TERMS AND CONDITIONS**

STATE OF NEW MEXICO

OFFICE OF NATURAL RESOURCES TRUSTEE
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **OFFICE OF NATURAL RESOURCES TRUSTEE**, 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 Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide technical and strategic advice and consulting regarding natural resource damage assessment and restoration. The Agency will issue individual task orders to the Contractor pursuant to this overall Scope of Work. The specific nature of those task orders will vary to address the Agency’s specific needs. The Contractor will propose costs to the Agency upon receipt of individual work plans or communication regarding activities for each task order. The Contractor may be requested to provide technical expertise for development of a work plan. When the Agency requests the Contractor’s technical expertise to prepare a work plan of significant magnitude, the Contractor’s level of effort will be identified prior to work plan preparation and compensated for upon completion. Each work plan shall contain all pertinent information regarding activities, progress reports, schedule and deliverables and must be approved by the Agency prior to initiation of any work.

B. Services to be performed under this contract may include: identify natural resource injury, damage and restoration; plan, implement and provide oversight for resource injury assessment; review of data and literature; conduct field work and economic valuations; assist with public meetings; provide case management and settlement negotiation support; provide litigation support to the Agency; and assist with restoration planning, scaling, design, or monitoring.

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 DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family;

(iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

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

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the Agency:
Elysia Buntin
Office of Natural Resources Trustee
121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102
elysia.buntin@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 DFA Contracts Review Bureau below.

By: _____ Date: _____
Butch Tongate, Cabinet Secretary
New Mexico Environment Department

By: _____ Date: _____
William Grantham, Agency's Legal Counsel
Certifying legal sufficiency

By: _____ Date: _____
Marlene Cordova, Chief Financial Officer,
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 DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

**“APPENDIX D”
COST RESPONSE FORM**

Labor Categories

Personnel by category	Hourly rate	Relative labor allocation percentage within each category	Weighted hourly rate for category	Hourly rate range
Manager *				
Program manager			\$	\$ - \$
Staff name(s)	\$	%		
Project manager			\$	\$ - \$
Staff name(s)	\$	%		
Technical				
Senior level technical			\$	\$ - \$
Staff name(s)	\$	%		
Mid-level technical			\$	\$ - \$
Staff name(s)	\$	%		
Junior level technical			\$	\$ - \$
Staff name(s)	\$	%		
Administrative				
Other			\$	\$ - \$
Staff name(s)	\$	%		
Clerical			\$	\$ - \$
Staff name(s)	\$	%		

*The following provides a description of the minimum responsibilities associated with the Manager labor category:

Program Manager: The Program Manager is responsible for oversight of the Agency contract to ensure that projects stay on task, on budget and accomplish objectives. The Program Manager provides the Agency NRDAR strategy. The Program Manager communicates with the Agency on programmatic and strategic issues.

Project Manager: The Project Manager is responsible for oversight of a specific project(s) to ensure that project(s) stay on task, on budget and accomplish objectives. The Project Manager provides the Agency NRDAR strategy for the project(s). The Project Manager would communicate with the Agency on project specific issues and strategy.

Annual Escalation: Offerors are asked to submit a percentage that will be considered their proposed annual escalation rate. This rate may be negotiated on an annual basis and is subject to approval.

“APPENDIX E”
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) client references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The Offeror is required to send the following form to each trustee reference listed. The reference, in turn, is requested to submit the completed form directly to the Procurement Manager by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The reference may be contacted for validation.

RFP #18-668-0100-0002
REFERENCE QUESTIONNAIRE

(Name of company requesting reference)

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, Office of Natural Resources Trustee via mail or e-mail at:

Name: Elysia Buntun, Procurement Manager
Address: 121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102
Telephone: 505-222-9546
Email: elysia.buntun@state.nm.us

This form must be returned no later than December 12, 2017, 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.

Trustee Agency providing reference, affiliation and NRD Case:	
Contact name and title/position	
Contact address	
Contact telephone number	
Contact e-mail address	
Dates services were provided	

Questions:

1) What is/was your role relative to the Contractor?

2) Describe the work that was performed for your organization by the Contractor.

3) Quality of Services:

Did the Contractor provide services that met your expectations and was the Contractor responsive to unscheduled requests for service?

Were the services delivered on time & within budget?

4) Problem Resolution:

Describe the contractor's ability to identify problems and offer effective solutions. Was the contractor proactive with regard to this respect?

5) What did you appreciate most about the Contractor?

6) What aspect of the services the Contractor provided could be improved?

7) Would you consider employing the contractor on future assignments?

8) Contractor Staff:

Who were the contractor's principal representatives involved in your project? Please indicate your satisfaction with their performance.

Name: _____

Name: _____

Name: _____

Name: _____

9) Associated with Question #2 above, did the Contractor use in-house personnel exclusively or did they use a subcontractor/outside expert(s)? If the later, what type of support was provided by the subcontractor?

“APPENDIX F”
NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.