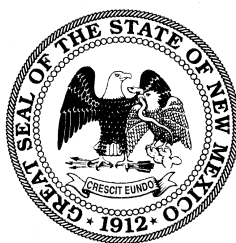


STATE OF NEW MEXICO



NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU

Request For Proposals: FY 2010

RFP #: FY10 New Mexico Watershed Forum

NEW MEXICO WATERSHED FORUM

*Focus: Planning and Implementation of the New
Mexico Watershed Forum*

**PROPOSALS DUE FEBRUARY 11, 2010,
3:00 PM M.S.T**

RFP Release Date: January 14, 2010



New Mexico Environment Department
Surface Water Quality Bureau



BILL RICHARDSON
GOVERNOR

State of New Mexico
Environment Department
SURFACE WATER QUALITY BUREAU

1190 St. Francis Drive, PO Box 5469
Santa Fe, New Mexico 87502

www.nmenv.state.nm.us



RON CURRY
SECRETARY

NOTICE OF REQUEST FOR PROPOSAL

RFP #: FY10 New Mexico Watershed Forum

PROPOSALS MUST BE RECEIVED AT THE LOCATION BELOW BY:

FEBRUARY 11, 2010, 3:00 PM M.S.T. (LATE OFFERS WILL NOT BE CONSIDERED)

Proposal Delivery Location:

New Mexico Environment Department
Surface Water Quality Bureau, Room N2050
1190 St. Francis Drive
PO Box 5469
Santa Fe, NM 87502

Indicate on outside of envelope: FY10 New Mexico Watershed Forum

In accordance with **NMSA 1978, Sections 13-1-28 through 13-1-199**, competitive sealed proposals for the services specified will be accepted by the New Mexico Environment Department at the specified location until the time and date cited above. Offers must be in possession of the New Mexico Environment Department, Surface Water Quality Bureau no later than **February 11, 2010, 3:00 pm (M.S.T.)**. Offers received by the correct time and date will be opened after 3:00 pm. Late offers **will not** be considered.

Offers (grant proposals) must be submitted in the format found in Section III of this RFP in a sealed package with the Request For Proposals (RFP) title and the Project Applicant's name and address clearly indicated on the package.

PROJECT APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP.

Appendix C contains an Acknowledgement of Receipt Form that should be completed and submitted to NMED at the address below by February 3, 2010. Upon receipt of the Acknowledgement of Receipt Form, NMED will create a distribution list of potential offerors for the purpose of sending additional information about this RFP. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror shall not appear on the distribution list. Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.

Written questions (faxes and emails are acceptable) regarding this RFP are to be submitted by **February 3, 2010** to the Procurement Manager. Please make sure to place the RFP number and project name on any questions submitted to the Surface Water Quality Bureau.

Procurement Manager	Contract Officer
Karen Menetrey New Mexico Environment Department Harold Runnels Building Room N2050 1190 St. Francis Drive P.O. Box 5469 Santa Fe, NM 87502-5469 Phone: (505) 827-0194, FAX (505) 827-0160	Tammy Kesler New Mexico Environment Department Harold Runnels Building Room N2071 1190 St. Francis Drive P.O. Box 5469 Santa Fe, NM 87502 Phone: (505) 827-0669, FAX (505) 827-0160

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The New Mexico Environment Department seeks a qualified contractor to assist with the planning and implementation of the 2010 New Mexico Watershed Forum. The purpose of the forum is to bring together agencies, organizations and individuals who have an interest in watershed management and protection and to provide tools and information for people doing watershed restoration on the ground. The New Mexico Watershed Forum will promote local leadership for watershed restoration throughout New Mexico by providing an opportunity for citizens to come together to share successes, challenges, and innovations, and to network and discuss watershed issues. In addition to exploring a variety of watershed topics, the forum will include a workshop on watershed planning elements as described in the US Environmental Protection Agency (EPA) Nonpoint Source Program and Grants Guidelines for States and Territories. The New Mexico Environment Department will receive funding from the US EPA under a Clean Water Act 319(h) grant to contract for the planning, implementation and follow up of the forum. Additional funding for the forum will be obtained through forum registration fees, vendor fees and sponsorships.

A committee consisting of state agency representatives and other interested persons will conduct planning for the forum. It is anticipated that the forum will be located at an Albuquerque hotel or other meeting facility for three days during fall 2010. Two days will occur at the conference facility and one day will be a field trip to project sites within a 90 mile radius of the conference. Three hundred people are expected to attend the forum.

NMED seeks a qualified contractor to work with the planning committee and NMED's project manager in order to plan and implement the forum. The contractor must be familiar with natural resources management on a watershed basis in New Mexico (e.g. forestry, water quality, riparian restoration, range management). The contractor's responsibilities will include issuing a call for presentations; assisting with development of the agenda; sub-contracting with the meeting facility for the food and meeting space, sub-contracting for field trip transportation; designing and printing flyers and the program; handling registration; preparing materials for speakers and attendees; providing moderator/facilitator services; providing audiovisual technical support; and being the general point of contact for the conference. A detailed list of tasks is described below in Section B.

Appendix C contains an Acknowledgement of Receipt Form that should be completed and submitted to NMED at the address below by February 3, 2010. Upon receipt of the Acknowledgement of Receipt Form, NMED will create a distribution list of potential offerors for the purpose of sending additional information about this RFP. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror shall not appear on the distribution list. Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.

B. SCOPE OF WORK

Through this RFP the Department desires to establish an Intergovernmental Agreement or Contract with a qualified firm, individual or organization, per terms listed in Section II - C. Project implementation will be through an Intergovernmental Agreement or Contract with NMED, as appropriate, to perform specific well-defined services by an eligible entity. The scope of this procurement includes conference organizing services including: contract management, technical skills, public outreach, transportation, equipment, and other services or materials. It is anticipated by NMED that one firm will provide all the services above; however, if subcontracting of any portion of the services is proposed by the offeror, NMED retains the right to approve such subcontracting prior to contract award.

Ten people from participating state agencies will be available at the forum to assist with registration and other necessary implementation activities.

Successful proposals will contain an implementation plan and schedule that utilizes the contractor's expertise in watershed management and includes following tasks:

1. Forum Planning
 - Organize the location and subcontract with the meeting facility for meeting space and equipment, food and beverages, as well as blocking lodging space for attendees
 - Subcontract for field trip transportation
 - Meet with the planning committee monthly (bimonthly during the two months prior to the forum) and communicate with NMED weekly by email and telephone
 - Issue a Call for Presentations
 - Assist the planning committee in responding to the Call for Presentations
 - Assist the planning committee in developing the forum agenda utilizing knowledge of organizations, agencies and people involved in watershed management
 - Conduct field trip reconnaissance
 - Solicit and contract with a Keynote Speaker
 - Develop registration materials and subcontract to have them printed
 - Disperse registration materials
 - Develop a forum website that will allow for information and online registration
 - Develop special flyer for keynote speaker
 - Publicize, advertise and broadcast Public Service Announcements
 - Solicit sponsors for conference and process paperwork
 - Solicit vendors for conference and process paperwork
 - Solicit presenters for conference poster session and process paperwork
 - Conference bags: Design, subcontract with printers to print on bags, solicit ads, etc.
 - Ads for conference programs: solicit, design, invoice
 - Coordinate travel and lodging for speakers
 - Process registrations: online, fax, mails, PO, credit cards, checks, databases, receipt cards, ADA arrangements, correspondence, problem solving
 - Solicit all bios, abstracts, photos, final titles of talk, contact information, type of audiovisual equipment required, room set up requirements from speakers and poster session participants
 - Negotiate with speakers amount of reimbursed travel required and subcontract for each
 - Conference Program: Design format; utilize speaker bios, abstracts, photos and contact information; sponsors; special thank you section; solicit and design back page ads; agenda; design and layout; edit; work with printer; print and pick-up
 - Design and print conference questionnaire(s) as part of program package
 - Design and print name tags for speakers and all participants
 - Set up registration room implementation system for: paid attendees, attendees that still need to pay, walk-in registrants, speaker table (reimbursement contract), product sales
 - Coordinate with conference facility on audiovisual requirements for each room
 - Coordinate with persons who will record or video tape the conference
 - Organize volunteers and staff for entire conference
 - Other tasks as necessary

2. Forum Implementation

- Day Before: Print out Sign-In Sheets
- Gather up all necessary materials, conference registration packets, supplies, audiovisual equipment, credit card machine, petty cash, signs, programs, agenda
- Pre-strategy session with conference facility staff
- Night Before: stuff conference bags: program, insert, other materials as requested
- Check in vendors
- Set up registration room
- Work with speakers to download and check presentations
- Open and run registration
- Provide moderation (introductions, announcements, facilitating questions and answers, etc.) for plenary session, break-out session, and field trip
- Operate audiovisual equipment for each talk
- Work with the hotel to get the billing correct
- Photo document the event
- Other tasks as necessary

3. Forum Follow-Up

- Add walk-in attendees to conference databases
- Write thank you letter and pay speakers their contracted reimbursement (if any)
- Do income and expense break down
- Collect payment and process from government purchase orders (attendance fees)
- Pay all contracted vendors
- Collect and process questionnaires: summarize results
- Organize speaker presentations and prepare them for proceedings or to put on a website
- Write and submit a conference report with statistics and photos
- Other tasks as necessary

C. PROJECT REQUIREMENTS

New Mexico Watershed Forum proposals must meet the following:

1. The proposal must be implemented by an eligible entity that has the necessary skills, education and experience to perform conference organizing tasks.
2. This is a reimbursement program. The applicant must show proof of fiscal accounting responsibility either within their own organization or through a local, state, or federal governmental and/or quasi-governmental public entity (such as a local Soil and Water Conservation District) that will act as fiscal agent for project funding.
3. A Project Manager must be identified who will be responsible for implementation of the approved project including: subcontract administration; providing liaison with participating state agencies; ensuring all funds expended are within the budget; and providing fiscal and project status reports to NMED.
4. A work plan must be developed for the forum, including budgets and implementation schedules.
5. The proposal must meet the requirements of Section III of this RFP.

6. Each proposal is limited to nine (9) pages of text (11 point size minimum). This does not include required appendices.

D. PROCUREMENT MANAGER

NMED has designated a Procurement Manager who is responsible for conducting this New Mexico Watershed Forum funding process and whose name, address and telephone number follows. All deliveries via US Mail, delivery service, or express carrier should be sent to this address.

Procurement Manager:	Mailing Address:
Karen Menetrey New Mexico Environment Department Surface Water Quality Bureau	Karen Menetrey, Procurement Manager NMED, Surface Water Quality Bureau Harold Runnels Building Suite N2050 1190 St. Francis Drive PO Box 5469 Santa Fe, New Mexico 87502-5469
	Phone: (505) 827-0194, FAX (505) 827-0160 e-mail: Karen.Menetrey@state.nm.us

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing.

E. BACKGROUND INFORMATION

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

F. DEFINITION OF TERMS

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

"Agency" or "Department" means Environment Department, State of New Mexico, acting through the Water and Waste Management Division, Surface Water Quality Bureau.

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

"Contractor" shall mean successful offeror(s).

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

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

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

"Intergovernmental Agreement" is a contract between the Department and a public entity (state or federal agency, tribe, municipality or other quasi-governmental agencies) for project implementation.

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

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

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

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

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

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

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

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

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

"Subcontractor" refers to a private party or firm hired by the contractor to perform specific project tasks. Subcontractors must be approved by NMED, per terms of the contract.

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue RFP	NMED / SWQB	January 14, 2010
Deadline to Submit Acknowledgement of Receipt Form	Project Applicant	February 3, 2010
Deadline for Receipt of Written Questions	Project Applicant	February 3, 2010
Response to Written Questions/ RFP Amendments	Department	February 4, 2010
Deadline for Proposal Submission	Project Applicant	3:00 PM MST, February 11, 2010
Proposal Evaluation	Evaluation Committee	February 2010
Discussion with Offerors / Best and Final Offer	Department, Project Applicant	February 2010
Selection of Finalist(s) / Letters	Evaluation Committee	February 2010
Finalize Contract / Project Agreements	Department	March 2010
Announcement of Winning Projects and Notification Letter to Unsuccessful Applicants	Department	March 2010
Contract / Intergovernmental Agreement Award	Department	March 2010
Protest Deadline	Offeror	<i>15 days following written notification that the proposal was unsuccessful</i>
Withdrawal of Proposal	Project Applicant	<i>At any time (in writing)</i>

B. EXPLANATION OF EVENTS

Schedule Description: The following paragraphs further describe activities listed in the preceding table.

1. Issuance of the RFP will occur on January 14, 2010.

Copies of the RFP can be obtained from the Procurement Manager and on the SWQB website: www.nmenv.state.nm.us/swqb.

2. Public Notice

A public notice regarding the RFP will be advertised in newspapers of general circulation in Albuquerque, Farmington, Santa Fe, Las Cruces, and Silver City. A public notice and the RFP will also be placed on the SWQB website at www.nmenv.state.nm.us/swqb.

3. Deadline to Submit Acknowledgement of Receipt Form

Appendix C contains an Acknowledgement of Receipt form that should be completed and submitted to NMED at the address below by **February 3, 2010**. Upon receipt of the Acknowledgement of Receipt form, NMED will create a distribution list of potential offerors for the purpose of sending additional information about this RFP. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the

potential offeror shall not appear on the distribution list. Failure to return the Acknowledgement of Receipt Form does not preclude a potential offeror from submitting a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP. The last day that written questions will be accepted will be **February 3, 2010**. All written questions must be addressed to the Procurement Manager (see Section I-D).

5. Response to Written Questions/RFP Amendments

Responses to written questions will follow their submittal to the Procurement Manager. Responses to written questions and any RFP amendments will be distributed by **February 3, 2010** to each potential Offeror whose organization appears on the procurement distribution list, and will also be posted on the SWQB website at www.nmenv.state.nm.us/swqb.

6. Deadline for Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE

PROCUREMENT MANAGER NO LATER THAN February 11, 2010, 3:00 pm M.S.T.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager only at the address listed in Section 1 of this RFP. Proposals must be sealed and labeled on the outside of the package clearly indicating it is for the FY10 New Mexico Watershed Forum. Proposals submitted by facsimile or email, and those received after the prescribed deadline will not be accepted. It is the responsibility of the offeror to insure the proposal is mailed in sufficient time to arrive at the above address by the posted deadline.

Proposals will be opened on **February 11, 2010**. The name of each Project Offeror and the Project Title shall be recorded in the presence of at least one witness. A public log recording the names of all Project Offerors will be maintained by the Procurement Manager. All information contained in the offer shall be made known only to the Department and Evaluation Committee members. After any resulting Intergovernmental Agreement or Contract execution, the proposals and the evaluation documentation shall be open for public inspection.

7. Proposal Evaluation

The initial proposal evaluation process will begin with screening conducted by NMED. The Procurement Manager will verify that RFP submittals meet prescribed Proposal Format and Organization requirements described in Section III of this document. Those proposals eligible for the next phase of review will be forwarded to the Evaluation Committee. All other proposals not meeting minimum guidance requirements will be eliminated from further consideration.

The Procurement Manager will convene an Evaluation Committee to perform a detailed review of eligible proposals. The Evaluation Committee will consist of representatives of state agencies and organizations, including: NMED; State Forestry Division, NM Energy, Minerals and Natural Resources Department; NM Department of Agriculture; NM Department of Game and Fish; and New Mexico Forest and Watershed Restoration Institute. The Evaluation Committee will rank the proposals in accordance with the evaluation criteria listed in Section IV of this document. The Evaluation Committee will not accept or respond to discussions initiated by the Offerors during the proposal evaluation process. The evaluation process is anticipated to be completed prior to **March 1, 2010**.

8. Discussions With Offerors / Best and Final Offers

In accordance with **NMSA Section 13-1-115**, only the Procurement Manager may initiate discussions with Offerors for proposal and budget clarification or the proposals may be accepted without any discussion.

9. Selection of Project Finalists and Notification Letter

Based on the decision of the Evaluation Committee, the Procurement Manager will notify the proposal finalist in writing that they have been selected to develop a work plan. Funding constraints will be factored into the selection process.

10. Finalize Project Agreements and Agreement Awards

The Procurement Manager will work with the selected Contractor to develop a final work plan, which will be subject to approval by NMED and EPA Region 6. A contract or Intergovernmental Agreement is expected to be developed and finalized in **March 2010**. This date is subject to change pending completion of agreement development and appropriate state approvals.

11. Public Announcement of Winning Projects / Unsuccessful Notification Letters

The winning Offeror will be announced after Intergovernmental Agreement/ Contract approval. All RFP respondents who submitted unsuccessful proposals will be notified in writing, return receipt requested.

12. Protests

Protests must be in conformance with **NMSA 1978, Section 13-1-172** and applicable procurement regulations and be filed in writing within 15 days of receipt of written notification that the proposal was unsuccessful. The fifteen (15) day protest period for RFP respondents shall begin on the day following receipt of the notification letter. Protests must include the name and address of the protestor and the Request for Proposals number. It must contain a statement of grounds for protest including appropriate supporting documentation or exhibits. Protests received after the deadline will not be accepted. The protest must be delivered to:

Randy Herrera
New Mexico Environment Department
Surface Water Quality Bureau
Harold Runnels Building, Room S4051
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, New Mexico 87502

13. Withdrawal of Proposal

A Project Applicant (or designated representative) may withdraw their proposal in writing at any time.

14. Proposal Offer Firm

Responses to this RFP, including proposal cost schedules and prices, will be considered firm for ninety (90) days after Scope of Work approval.

C. GENERAL INFORMATION

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

1. Intergovernmental Agreement/Contract Period

The term of any resultant Intergovernmental Agreement/Contract shall become effective upon execution by the contractor, the Department and DFA and shall continue for a period up one (1) year thereafter, with the possibility of a three (3) year maximum, unless terminated or canceled as otherwise provided herein. The contractor shall submit written, documented justification for a time extension to the Department at least 60 days prior to Intergovernmental Agreement/Contract termination.

2. Contract and Intergovernmental Agreement Final Billing

May 1st of every year is anticipated to be the final billing date for the current fiscal year (July 1 through June 30). Invoices must be dated on or before the final billing date in order to receive reimbursement for activities that have taken place during the previous twelve-month period. After the final billing date, NMED will no longer accept invoices for that fiscal year. (Invoices for work occurring after the final billing date may be submitted after July 1 for payment within the new state fiscal year), except for the final year of the contractual agreement.

As a project is nearing completion, NMED reserves the right to withhold final invoice reimbursement until such time as the Final Report deliverable is submitted to NMED for the project.

3. Task Implementation

Implementation of Scope of Work tasks must begin within thirty (30) days after the effective date of the Contract or Intergovernmental Agreement and must proceed in accordance with approved Scope of Work schedules. The Department reserves the right to cancel any Contract or Intergovernmental Agreement based on untimely implementation.

4. Contractors and Subcontractors

Use of contractors/subcontractors must be explained in the proposal, and all must be identified by name. The prime contractor shall be wholly responsible for the project performance, whether or not subcontractors are used. Both contractor and subcontractor are responsible for proposal costs that are reasonable in a fair and openly competitive market. If a contractor/subcontractor is required to complete work, its cost and activity must be explained. Use of subcontractors will require prior written approval of the Department.

5. Submittal of Confidential Information

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data are normally restricted to proprietary financial information concerning the Offeror's organization or data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, **NMSA 1978, Sections 57-3A-1 to 57-3A-7**. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Department 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.

6. Cancellation of Request for Proposals

The Department reserves the right to cancel this solicitation at anytime. In the event the RFP is canceled, notice of cancellation shall be sent to all RFP respondents by certified mail, return receipt requested.

7. Sufficient Appropriation

Any Intergovernmental Agreement/Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations are not available. Notification of Intergovernmental Agreement/Contract termination will occur in writing. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

8. Department Audits

The Department may at any time review and audit requests for payment and make adjustments for, but not limited to, math errors, items not built or purchased, unacceptable construction or performance, or lack of conformance with the approved work plan and schedule. The contractor and all subcontractors shall retain all records relating to the project for a period of five (5) years from the date of Intergovernmental Agreement/Contract termination.

9. Insurance

Depending on the nature of the proposed work, prior to commencing tasks, the contractor may be required to furnish State certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other contractor obligations.

General Liability including: Comprehensive Form, Premises Operations, Contractual, Personal Injury, and Limits of Liability minimum - each occurrence.

BODILY INJURY	
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
PROPERTY DAMAGE	\$1,000,000
BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY-STATUTORY (EACH ACCIDENT)	\$100,000

The State of New Mexico and the Department must be added as additional insureds as required by statute, Intergovernmental Agreement or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. **THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.** If notified that insurance is required, within fifteen (15) days following award of Contract, certificates of insurance must be submitted to the Department Procurement Office clearly stating the applicable Contract number, effective date(s) of coverage, and limits of liability required pursuant to the Contract.

10. New Mexico Employees Health Coverage

- a. If the 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, the contractor must:
 - i. 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between the contractor and the State exceed one million dollars or;

- ii. 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between the contractor and the State exceed \$500,000 dollars or;
- iii. 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between the contractor and the State exceed \$250,000 dollars.
- b. The contractor must 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. The contractor must 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/>.
- 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); the contractor must agree that these requirements will 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, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

11. Ownership of Information

Title to all reports, information, data, computer data elements, and software prepared by the contractor in performance of the work plan shall vest in the Department. Subject to applicable State and Federal laws and regulations the contractor shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. Commercial use of such information requires written approval of the Department prior to such use.

12. Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any local, state or federal government, the Project Applicant must include a letter with its proposal setting forth the name and address of the government unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose all pertinent information regarding a suspension or debarment shall result in rejection of the offer or cancellation of the Intergovernmental Agreement or Contract. The Department may exercise any other remedy available by law.

13. Project Termination

In the event the Department determines that the project is not being implemented in accordance with the approved work plan, the Intergovernmental Agreement or Contract may be terminated and/or monies reallocated to other projects.

14. Intergovernmental Agreement/Contract Terms and Conditions

The Intergovernmental Agreement/Contract between the Agency and a contractor must follow the format specified by the Department and contain the terms set forth in Section II-C. The Department reserves the right to negotiate provisions contained in this RFP with a successful 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 the Intergovernmental Agreement/Contract.

Should an Offeror object to any of the Department's terms, as contained in Section II-C of this RFP, that 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 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.

15. Intergovernmental Agreement/Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Department and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

16. Offeror Qualifications

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

17. Right to Waive Minor Irregularities

The Department reserves the right to waive minor irregularities. The Department 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 Department.

New Mexico Watershed Forum Budget and Funding Information:

18. Eligible Reimbursement Items

Items eligible for reimbursement under an awarded contract include:

- Itemized personnel, supplies, equipment purchase, rental, or lease fees, operational costs (e.g.; telephone, postage), travel, and Department approved subcontractor services. Contractor and subcontractor rates must reflect current and appropriate New Mexico fair market conditions.
- Other costs will be evaluated on an item-by-item basis

19. Ineligible Reimbursement Items

Items not eligible for reimbursement include:

- Research projects
- Funding for projects required under administrative and/or judicial order
- Lobbying

20. Reports

A final report on the forum shall be prepared and submitted to the Department. The report shall include, but are not limited to, budget expenditures, a summary of conference tasks accomplished; statistics and photos from the conference; and a written analysis of successes and failures that can be used to guide future conference planning. Reports shall be submitted by regular mail in hard copy or electronically by e-mail or in the form of compact disk in Windows M.S. Word or other Department approved software. All electronic reports shall be submitted free of computer viruses.

21. Payments

Contractors will be reimbursed per task completion by certified detailed "Expenditure/Request for Funds" invoice (Appendix B) indicating direct costs. After Department review, payment will be made upon approval by the Department. As described in Section II-C.2 above, **final project invoice payments will be withheld until the project's Final Report is received by NMED.**

III. PROPOSAL FORMAT AND ORGANIZATION

A. NUMBER OF COPIES:

Each response to this RFP shall contain:

- One (1) proposal with original signatures. This will be considered the original proposal;
- One (1) proposal in electronic format (compact disk) in MS Word; and
- Five (5) paper copies of the original proposal.

B. PROPOSAL COMPONENTS:

The following describes how each proposal is to be organized. Each proposal is limited to nine (9) pages of text (11 point size minimum). This does not include required appendices. Only complete proposals addressing the goals of this RFP (Section I-A, B, C) will be evaluated. Proposals that do not meet the required deadline, do not adhere to both the prescribed content and format specified below, or omit requested information will be rejected and will not be evaluated. Any assumptions used in the proposal should be clearly stated.

Proposal responses must at a minimum include:

1. Project Applicant

- a) Name, address, phone number, fax number, email address, and state and federal tax I.D. number of the Offeror.
- b) Name of the primary contact.
- c) Authorized signature and title of Offeror.
- d) Date of proposal.

2. Expertise/Experience with Conference Planning and Implementation

This section must reflect the expertise and experience of the Offeror in providing the conference planning and implementation services as outlined in this RFP. A summary statement should be provided of the Offeror's recent or current experience that is indicative of their expertise in the tasks identified in Section I of this RFP.

3. Experience/Expertise with Natural Resources Management

This section must reflect the expertise and experience of the Offeror in providing the services as outlined this RFP. A summary statement should be provided of the Offeror's recent or current experience that is indicative of their expertise as related to natural resources management on a watershed basis (e.g. forestry, water quality, riparian restoration, range management).

4. Resources and Staff

This section must provide information on the Offeror's organizational structure, general background, key persons who will be responsible for completing project tasks and their qualifications (including subcontractors if applicable), and resources to perform the work.

5. Past Record of Performance

The section must provide information on the Offeror's past record of performance in meeting goals and deadlines, and any other relevant information that demonstrates the Offeror's ability to perform the specified work in a professional manner and produce required products within the allotted time frame. Two examples summarizing past work performance must be submitted.

6. References

Offerors must provide a minimum of three references from clients external to the Agency who received similar services to those described in this RFP. A member of the Evaluation Committee or the Procurement Manager may call any or all references.

7. Cost of Proposed Services

Offerors shall complete and submit the Budget format below, including a cost schedule outlining all service areas and individuals, (prime and sub-contracted) which will be utilized for the services under this solicitation. Final rates and service pricing shall be negotiated during contract finalization. Applicable taxes shall be included. Reimbursable expenses such as travel will be negotiated during contract finalization but shall be in accordance with the New Mexico Per Diem Act and will be on an actual cost basis. The costs for subcontracting meeting space, food and drink, transportation rental, printing, keynote speaker and other speaker travel reimbursements should be estimated by respondents although the final costs will depend on decisions made by the planning committee and on the final number of forum participants.

<i>BUDGET FORMAT</i> <i>Please add lines to provide detail regarding each anticipated cost, broken out by task</i>	Rate/Cost (eg. Hourly rate)	Units (eg. Number of hours)	New Mexico Watershed Forum Funds
Task 1. Forum Planning			
Task 2. Forum Implementation			
Task 3. Forum Follow Up			
<i>Personnel:</i>			
Project Administration			
Other personnel, by task*			
<i>Travel:</i>			
Lodging / per diem (maximum \$85/night in-state travel rate)			
Mileage reimbursement (@ \$0.40/ mi. per State reimbursement rates)			
<i>Supplies:</i>			
Conference supplies (name tags, conference bags)			
Other supplies			
<i>Other:</i>			
Copying, mailing, telephone, insurance, etc.			
<i>Contractual**:</i>			
Meeting facility/Food and drink	-	-	
Field Trip Transportation	-	-	
Printing	-	-	
Keynote Speaker payment/other speaker per diem costs	-	-	
Miscellaneous			
Include NM Gross Receipts Tax if applicable			
<i>Total Contractual</i>			
<i>Total Cost</i>			

*Assume that ten people from participating state agencies will be available to assist the Contractor at the forum.

**Assume that the forum will occur at an Albuquerque hotel, the field trip will be within 90 miles of Albuquerque, and that there will be 300 forum participants.

IV. PROPOSAL EVALUATION CRITERIA

In accordance with the New Mexico **Procurement Code NMSA 1978, Section 13-1-117** (Competitive Sealed Proposals), awards shall be made to the applicant(s) whose proposal is determined to offer the best opportunities for achieving the goal of this Request for Proposals, as discussed in Section I. The Offeror will submit information sufficient to evaluate the offer based upon the criteria listed below. Failure to provide the information required in order to evaluate the proposal may result in rejection of the proposal without further discussion.

The Evaluation Committee will consider the following factors in selecting projects for funding:

Evaluation Criteria

- a. Experience and expertise with conference planning and implementation
Points will be awarded for demonstrated relevant experience related to the Scope of Work outlined within this RFP.
100 points
- b. Experience and expertise with natural resources management on a watershed basis in New Mexico (e.g. forestry, water quality, riparian restoration, range management).
Points will be awarded for demonstrated relevant experience related to the Scope of Work outlined within this RFP.
100 points
- c. Resources and staff to perform services
Points will be awarded for demonstrated resources and staff to perform the services.
100 points
- d. Past record of performance
Points will be awarded for past record of performance with respect to such factors as cost control, quality of work, and ability to meet schedules as demonstrated in the submitted work product examples.
100 points
- e. Budget
Budget showing cost breakdown, taxes if applicable, and bottom line
Points will be awarded based on the following formula:
$$(\text{Lowest total cost})/(\text{Offeror's total cost}) \times 100$$

100 points
- f. References
Points will be awarded for past record of performance with respect to such factors as cost control, quality of work, and ability to meet schedules as demonstrated in letters
100 points

Total 600 points

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APPENDICES

REQUEST FOR PROPOSAL

- A. Sample Contracts
 - A1. Professional Services Contract
 - A2. Intergovernmental Agreement
- B. Expenditure / Request for Funds
- C. Acknowledgment of Receipt Form
- D. Campaign Contribution Disclosure Form

APPENDIX A1

STATE OF NEW MEXICO

NAME OF AGENCY

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, 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 perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

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 Contractor to be performed 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**.

(OR CHOICE – MULTI-YEAR – A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX 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) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX 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 Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B 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.

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.

The Contractor warrants that it presently has no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

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

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, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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.

Any person, group or organization, that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title IX of the Education Amendments of 1972 and their implementing regulations at 40 C.F.R. Parts 5 and 7 where applicable.

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 Section 38-3-1 (G) NMSA 1978. 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:

(1) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) 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 no later than July 1, 2010 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://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. 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.

23. 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.

24. 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: [insert name, address and email].

To the Contractor: [insert name, address and email].

25. Insurance [Depending on the nature of the proposed work this paragraph may be required.]

Prior to commencing any tasks under this Agreement, Contractor must provide to NMED certification from insurer(s) for coverage in the minimum amounts as stated below.

The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other contractor obligations.

General Liability including: Comprehensive Form, Premises Operations, Contractual, Personal Injury, and Limits of Liability minimum - each occurrence.

BODILY INJURY

Per Person	\$1,000,000
Each Occurrence	\$2,000,000

PROPERTY DAMAGE	\$1,000,000
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BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000
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WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY-STATUTORY (EACH ACCIDENT)	\$100,000
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The State of New Mexico and the Department must be added as additional insureds as required by statute, Intergovernmental Agreement or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State.

**THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED
BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE**

COMPANY. If notified that insurance is required, within fifteen (15) days following award of Contract, certificates of insurance must be submitted to the Department Procurement Office clearly stating the applicable Contract number, effective date(s) of coverage, and limits of liability required pursuant to the Contract.

25. 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: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel –Certifying legal sufficiency

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

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below *(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties)*.

1 A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

2 An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

APPENDIX A2

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ENVIRONMENT DEPARTMENT AND [INSERT DEPARTMENT OR AGENCY]

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into by and between the State of New Mexico, Environment Department, hereinafter referred to as (the "Department" or "NMED") and **[INSERT NAME OF DEPARTMENT OR AGENCY]**, hereinafter referred to as (the "Name of Agency"), and is effective as of the date set forth below upon which it is executed by the New Mexico Environment Department ("NMED").

WHEREAS, the [Insert Federal Department or Local or State Agency] is a public entity that is authorized by the United States Congress and/or the New Mexico Legislature for the performance of this Agreement, under the authority of (Federal or State Statute), to implement the project titled [Insert Project Title], hereinafter referred to as the "Project";

WHEREAS, this Agreement is exempt from the provisions of the procurement code in accordance with the NMSA 1978, Section 13-1-98A;

WHEREAS, NMED and the [Insert Federal Department or State Agency] desire to enter into this "Agreement" to accomplish the Project in the most cost-effective and administratively efficient manner; and

WHEREAS, NMED is authorized by [Insert Statute or Regulation] to enter into this Agreement to/for [Insert Purpose].

NOW, THEREFORE, the parties mutually agree as follows:

A. Purpose.

The Project will address: [Insert overall goal of the program.] The purpose of the Project/Task is to: [Insert Purpose]. The Project is mutually beneficial because [State mutual benefit to the agencies.]

B. Disbursement of Funds.

1. NMED shall transfer to the [Insert Federal Department or State Agency] funds in an amount not to exceed \$ _____ to reimburse the [Insert Federal Department or State Agency] for costs actually incurred in carrying out the Project in accordance with the Scope of Work.
2. The [Insert Federal Department or State Agency] shall submit to NMED receipts for costs actually incurred in carrying out the Project in accordance with the Project Work Plan. Invoices/receipts shall be submitted to:

[Insert NMED Project Officer]
[Insert Bureau]
New Mexico Environment Department
PO Box 5469
Santa Fe, New Mexico 87502-5469
[Insert Bureau Phone Number]

C. Scope of Work.

The [Insert Federal Department or State Agency] shall complete the Project in accordance with this Scope of Work incorporated into this Agreement [or Insert as Attachment A].

1. The [Insert Federal Department or State Agency] shall perform the following work:
2. Services will be performed (AT)(WITHIN)(LOCATION):

D. Reports.

The [Insert Federal Department or State Agency] shall provide reports, including but not limited to task completion progress, reasons for delay of task implementation (if any), expenditures on Project implementation, and results of Project implementation, to NMED or other organizations or members of the public upon request. Reports will be provided Semi-annually.

E. Property Improvements.

Improvements to real property pursuant to this Agreement shall become the property of the landowner. The [Insert Federal Department or State Agency] shall not remove any property improvements made under this Agreement for at least ten years after installation of the improvements and completion of the project. The [Insert Federal Department or State Agency] shall ensure the landowner will not remove any property improvements made under this Agreement for at least ten years after installation of the improvements and completion of the project.

F. Strict Accountability.

The [Insert Federal Department or State Agency] shall maintain fiscal records consistent with generally accepted accounting principles (GAAP); shall account for all receipts and disbursements of funds transferred pursuant to this Agreement and along with NMED, shall be strictly accountable for all receipts and disbursements under this Agreement through the end of the fiscal year following the termination of this Agreement.

G. Access to Records.

NMED, the [Insert Federal Department or State Agency], the New Mexico Department of Finance and Administration (“DFA”), or the State Auditor, through any authorized representative, shall be granted access to and have the right to examine all books, papers, or documents related to this Agreement.

H. Amendment.

Any and all amendments, changes, and/or modifications of this Agreement shall be made in writing, signed and dated by both parties before becoming effective. Neither NMED nor the [Insert Federal Department or State Agency] is obligated to fund any changes and/or modifications not approved in writing by both parties.

I. Termination.

1. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the proposed termination date. This Agreement may be terminated immediately upon written notice to the [Insert Federal Department or State Agency] if the [Insert Federal Department or State Agency] becomes unable to perform the services within the Scope of Work, as determined by NMED or if, during the term of this Agreement, the [Insert Federal Department or State Agency] or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph, Section M, herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/ BREACH OF THIS AGREEMENT.*
2. Termination Management. Immediately upon receipt by either NMED or the [Insert Federal Department or State Agency] of notice of termination of this Agreement, the [Insert Federal Department or State Agency] shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of NMED; 2) comply with all directives issued by NMED in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMED shall direct for the protection, preservation, retention or transfer of all property titled to NMED and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the [Insert Federal Department or State Agency] with contract funds shall become property of NMED upon termination and shall be submitted to the agency as soon as practicable.

J. 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, Section 38-3-1 (G). By execution of this Agreement, [Insert Federal Department or State Agency] 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. Any procurement made by the [Insert Federal Department or State Agency], pursuant to this Agreement shall be made in accordance with applicable procurement policies and procedures, applicable federal laws and regulations, and applicable provisions in the Scope of Work.

K. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions incurred as a result of its negligence, acts or omissions in connection with this Agreement. [If Federal Department: Liability of the Federal Department shall be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.] [If State Agency: Any liability incurred by State Agency in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act]. Any liability incurred by NMED in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

L. Equal Opportunity Compliance.

The [Insert Federal Department or State Agency] shall abide by all state and federal rules and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, the [Insert Federal Department or State Agency], shall assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, sexual preference or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity related to this Agreement. If the [Insert Federal Department or State Agency], is found not to be in compliance with these requirements during the life of the Agreement, the [Insert Federal Department or State Agency], agrees to take appropriate steps to correct these deficiencies.

Any person, group or organization, that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title IX of the Education Amendments of 1972 and their implementing regulations at 40 C.F.R. Parts 5 and 7 where applicable.

M. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED AND ACCPETED BY ALL PARTIES. This Agreement shall terminate on **[INSERT DATE]** unless terminated pursuant to paragraph 4, infra, or paragraph 5.

N. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization from the New Mexico State Legislature and/or the United States Environmental Protection Agency. If sufficient appropriations or authorization are not granted, this Agreement shall be terminated upon written notice from NMED. The decision as to whether sufficient appropriations/ authorizations are available is it's the sole discretion of NMED and shall be final and binding.

O. Participation in Similar Projects.

This Agreement in no way restricts the [Insert Federal Department or State Agency] or NMED from entering into other Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

STATE OF NEW MEXICO

By: _____ Date: _____
Ron Curry, Secretary
New Mexico Environment Department

Approved as to Form and Legal Sufficiency

By: _____ Date: _____
Tracy Hughes, General Counsel
New Mexico Environment Department

[INSERT FEDERAL DEPARTMENT OR STATE AGENCY]:

By: _____ Date: _____
(Signatory Authority)

APPENDIX B

EXPENDITURE/REQUEST FOR FUNDS

New Mexico Environment Department
Surface Water Quality Bureau
1190 St. Francis Drive
Runnels Bldg. Room N-2100
Santa Fe, NM 87502

1. Contractor's Name _____ ☐ Monthly Report ☐ Quarterly Report ☐ Final Report
☐ Other

2. Contract ID Number _____

Project Title: _____

Address: _____

3. Time Period: From _____ To _____

Include copies of equipment purchases, time sheets, and other accounting documents.

4. Amount Due

5. Identify Completed Tasks

6. Contractor's Certification:

I certify that this report and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our official accounting records (books of account) and are consistent with the terms of the contract/agent. It is also understood that the payments are calculated by the NMED based upon information provided in this report and as designated in said contract.

Authorized Contractor Signature

Title

Date

7. NMED Project Officer Certification:

☐ Performance satisfactory for payment.

☐ No payment due.

Project Officer Signature / Date

APPENDIX C

Request for Proposal: FY10 New Mexico Watershed Forum

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **February 3, 2010**. 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: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

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.

Karen Menetrey
New Mexico Environment Department
Harold Runnels Building Suite N2050
1190 St. Francis Drive
P.O. Box 5469
Santa Fe, NM 87502-5469
Phone: (505) 827-0194, FAX (505) 827-016

APPENDIX D

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

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

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

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)