

STATE OF NEW MEXICO
NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU

REQUEST FOR PROPOSALS

RFP: FY04-SWQB/NPS-0001

WATERSHED GROUP FORMATION TO AFFECT FUTURE SURFACE
WATER QUALITY IMPROVEMENTS IN NEW MEXICO'S CONEJOS,
UPPER RIO GRANDE, RIO GRANDE-ALBUQUERQUE, UPPER GILA,
UPPER GILA-MANGAS, MIMBRES, AND SAN FRANCISCO
WATERSHEDS

October 9, 2003

1. NOTICE OF REQUEST FOR PROPOSAL

SOLICITATION: FY04-SWQB/NPS-0001

SOLICITATION DUE DATE AND TIME: MONDAY, DECEMBER 15, 2003 AT 3:00 P.M., M.S.T.

OFFER DELIVERY LOCATION:

NEW MEXICO ENVIRONMENT DEPARTMENT
SURFACE WATER QUALITY BUREAU (SWQB)
WATERSHED PROTECTION SECTION, ROOM N-2100
1190 ST. FRANCIS DRIVE,
SANTA FE, NEW MEXICO 87502.

In accordance with **Chapter 13 Sections 13-1-28 through 13-1-199 NMSA 1978**, competitive sealed proposals for the services specified will be received 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 **3:00 PM MST, December 15, 2003**. Offers received by the correct time and date will be opened after 3:00 PM MST. Late offers **will not** be considered.

Offers must be submitted in the format found in Section 7 of this RFP in a sealed package with the Request For Proposals (RFP) number and the Project Applicant's name and address clearly indicated on the package.

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

Written questions (faxes are acceptable) regarding this RFP are to be submitted by **12:00 p.m. MST, November 14, 2003** to the Procurement Manager. Place the RFP number and project name on any questions submitted to the Surface Water Quality Bureau.

Procurement Manager:
David Hogge
New Mexico Environment Department
Harold Runnels Building Room N2071
1190 St. Francis Drive, P.O. Box 26110
Santa Fe, New Mexico 87502
Phone: (505) 827-2981, FAX (505) 827-0160

Margaret Rivera Date:
CONTRACT OFFICER

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2. PURPOSE OF THIS REQUEST FOR PROPOSALS

2.1 The Watershed Protection Section (WPS) of the New Mexico Environment Department Surface Water Quality Bureau (SWQB) is requesting proposals from individuals, organizations, and governmental entities for the purpose of developing or assisting with development of a watershed group in areas where total maximum daily loads (TMDL) have been written or where data has been assessed and will lead to future TMDL development. The goal of this RFP is to develop watershed groups in areas where none exists or where assistance is needed to ensure that the existing watershed group encompasses the entire eight-digit watershed. The watershed group will develop strategies that focus in the future on best management practice (BMP) implementation that address TMDLs.

A TMDL can be best described as a subwatershed budget for pollutant influx to a watercourse. TMDLs are established for individual stream segments by pollutant. The SWQB develops TMDLs for waters listed on the Clean Water Act (CWA) section 303(d) list of impaired waters. The TMDL documents are planning documents that provide pollution reduction targets and guidance on how to reduce pollutant loads. All TMDLs in a particular watershed should be prioritized and included in the watershed group's watershed restoration action strategy (WRAS) in order to address impairments in an orderly and holistic manner. Watershed group formation is the precursor to future funding opportunities for on-the-ground projects to implement BMPs that address TMDLs and rehabilitate impaired stream reaches listed in this RFP.

2.2 Implementation Targets

The following New Mexico watersheds contain impaired stream reaches targeted under this RFP:

Watersheds with Approved TMDLs

Upper Rio Grande
Rio Grande-Albuquerque
Upper Gila
Upper Gila-Mangas
San Francisco

Watersheds with Assessed Impaired Reaches

Conejos
Upper Rio Grande
Mimbres

Exhibit 5 lists targeted stream reaches in these watersheds and the written TMDLs or TMDL data and assessments written for these reaches and their tributaries. Exhibit 6 contains maps depicting watersheds and specific stream reaches targeted by this RFP.

2.3 Project Requirements

Below are the criteria that selected projects must achieve:

- 2.3.1. Development of a watershed group with broad watershed-wide stakeholder participation and a primary goal of improving water quality within the watershed, focusing on impaired stream reaches for which TMDLs have been written or data and assessments are complete.

- 2.3.2. Hire or contract a Watershed Coordinator who is responsible for engaging stakeholders and developing watershed rehabilitation projects that address specific TMDLs while viewing the watershed holistically.
- 2.3.3. Securing the involvement of local government and/or quasi-governmental public entities to act as fiscal agents for the watershed group in order to implement future on-the-ground projects.
- 2.3.4. Write an approvable WRAS, watershed implementation plan, or management plan that incorporates a holistic plan of action for the watershed and a prioritization of impaired stream reaches for which TMDLs have been written or data and assessments are complete.
- 2.3.5. Develop workplans for future funding of on-the-ground watershed rehabilitation projects that apply best management practices (BMPs) in order to implement Total Maximum Daily Loads (TMDLs) in impaired stream reaches within the watershed. The workplans must include methods to verify results (e.g. pre-project and post-project photo documentation, stream morphology, or physical measurements monitoring).

3. DEFINITIONS OF TERMS

3.1 Contract means an agreement for the procurement of items of tangible personal property or services (13-1-41 NMSA 1978), or a Joint Powers Agreement with a public entity. (Exhibit 1)

3.2 Contractor means successful Project Applicant who enters into a binding, written agreement/contract.

3.3 Department means Environment Department, State of New Mexico, acting through the Water and Waste Management Division, Surface Water Quality Bureau, Watershed Protection Section.

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

3.5 Evaluation Committee means a body appointed by the Department to perform proposal evaluations and determination of project ranking.

3.6 Evaluation Committee Report means a numerical analysis and proposal ranking report prepared by the Evaluation Committee and submitted to the Procurement Manager for selection consideration.

3.7 Nonpoint Source Activities means eight categories of land management and/or other activities that have been identified as potential threats to water quality resulting from nonpoint sources: silviculture, rangeland and grazing/wildlife management,

construction, agriculture, hydromodification, resource extraction, land disposal and recreation.

3.8 On-the-ground means structural or non-structural Best Management Practices that address the root causes and sources of nonpoint source pollution.

3.9 Project Applicant or Offeror means any individual, organization, governmental agency, or business that submits a proposal under this RFP.

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

3.11 Request For Proposals or RFP means all documents, including those attached or incorporated by reference, used for soliciting proposals. (13-1-81 NMSA 1978)

3.12 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.

3.13 USEPA /EPA refers to the United States Environmental Protection Agency Region 6, located in Dallas, Texas.

3.14 Watershed Group refers to a group of people who have a stake in the watershed and who wish to rehabilitate a stream reach(s), as specified by this RFP, to its designated use, documented in the New Mexico Standards for Interstate and Intrastate Surface Waters 20.6.4 NMAC.

4. EXPLANATION OF EVENTS

4.1 SCHEDULE: The Department will make every effort to adhere to the following schedule:

Action	Responsibility	Anticipated Schedule
<u>Public Meetings</u>		
Taos	Project Applicant and Department	10/14/2003
Silver City		10/16/2003
Albuquerque / Rio Rancho		10/20/2003
RFP Issuance	Department	10/14/2003
Deadline to Submit Questions	Project Applicant	11/14/2003
Response to Written Questions / RFP Amendments	Department and Project Applicant	11/28/2003
Deadline for Submission of Proposals	Project Applicant	12/15/2003 3:00 p.m. MDT
Proposal Evaluation	Evaluation Committee	January 2004

Table 4.1 (cont) Action	Responsibility	Anticipated Schedule
Discussion with Offerors / Best and Final Offer	Department and Finalists	February 2004
Selection of Project Finalists / Letter Workplan Development	Department Department and Finalists	February 2004 March 2004
Workplan Approval	Department and USEPA	Spring 2004
Finalize Project Agreements	Department	Spring 2004
Announcement of Winning Projects and Notification Letter to Unsuccessful Applicants	Department	Spring 2004
Contract Award	Department	Summer 2004

4.2 SCHEDULE DESCRIPTION: The following paragraphs further describe activities listed in the preceding table.

4.2.1 Public Meetings and RFP Issuance

The Department will hold public meetings in towns near the targeted watersheds (Taos, Albuquerque / Rio Rancho, and Silver City) to announce the RFP. Meetings will be held in Taos on **October 14**, in Silver City on **October 16**, and in Albuquerque / Rio Rancho on **October 20, 2003**. A public notice will be advertised in the Albuquerque Journal, Silver City Daily Press, Santa Fe New Mexican, Taos News, and Farmington Daily Times, and on radio stations in those areas. A public notice and flyer will also be placed on the Department's website at <<http://www.nmenv.state.nm.us/swqb/>>.

4.2.2 Issuance of the RFP will occur on October 14, 2003.

Copies of the RFP can be obtained from the Procurement Manager or are provided on the Department website listed immediately above.

4.2.3 Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP. The last day written questions will be accepted will be at the close of business on November 14, 2003. All written questions must be addressed to the Procurement Manager (See Section 1).

4.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and RFP amendments, if any, will be distributed on November 28, 2003 to each potential Offeror whose organization appears on the procurement distribution list, including first time respondents to the RFP.

The Procurement Manager must receive additional written requests for clarification of previously distributed answers no later than seven (7) days after the answers and/or amendments were issued.

4.2.5 Deadline for Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 3:00 PM

MOUNTAIN STANDARD TIME (MST) ON DECEMBER 15, 2003. 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 WATERSHED GROUP FORMATION. Proposals must be limited to the watersheds listed in Section 2.2 and further identified in Exhibit 5 and 6.

Proposals submitted by facsimile or email, and with those received after the prescribed deadline will not be accepted. In addition, projects proposed outside the designated watersheds will be rejected from consideration.

4.2.6 Proposal Opening

Proposals will be opened on December 15, 2003 at 3:00 pm MST. 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 Department. All information contained in the offer shall be made known only to the Department, USEPA, or Evaluation Committee members. After any resulting contract execution, the proposals and the evaluation documentation shall be open for public inspection.

4.2.7 Proposal Evaluation

The initial RFP proposal evaluation process will begin with screening conducted by NMED/SWQB and USEPA staff. The staff will verify that RFP submittals occur within targeted CWA §303(d) listed watersheds and meet prescribed Proposal Format and Organization requirements described in Section 7.0 of this document. Those proposals eligible for the next phase of review will be forwarded to the Procurement Manager. All other RFP's not meeting minimum guidance requirements will be eliminated from further consideration.

The Procurement Manager will appoint and convene an Evaluation Committee to perform a detailed review of eligible proposals. The Evaluation Committee will rank the proposals in accordance with the proposal evaluation criteria listed in Section 8 of this document. The Department and Evaluation Committee will not accept or respond to discussions initiated by the Offerors during the proposal evaluation process. The evaluation process is anticipated to take place December 2003 through January 2004.

4.2.8 Discussions With Offerors / Best and Final Offers

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

4.2.9 Selection of Project Finalists

Based on the ranking of the Evaluation Committee, the Procurement Manager will select a group of fundable proposal finalists to proceed to workplan stage. Funding constraints will be factored into the selection process. Written notification that the Project Applicant is selected to proceed to workplan stage will be provided.

4.2.10 Workplan Development

Finalists will begin working with Department Project Officers in formulating and developing project workplans in accordance with CWA §319(h) Grant guidance and requirements. Workplan development is expected to be completed in March 2004.

4.2.11 Workplan Approval

The Department and USEPA will review and approve workplans in spring 2004. Written notification of whether or not the workplan is approved will be provided in spring 2004.

4.2.12 Finalize Project Agreements and Awards

Contracts or Joint Powers Agreements (JPAs; as applicable) will be developed for winning projects during Spring 2004. The Department will finalize contracts or JPAs in the Summer 2004. This date is subject to change pending completion of agreement development and appropriate state approvals.

4.2.13 Announcement of Winning Projects / Unsuccessful Notification Letters

Winning projects will be announced after contract/JPA approval. All RFP respondents who submitted unsuccessful proposals will be notified in writing.

4.2.14 Protests

Protests must be in conformance with **Section 13-1-172 NMSA 1978** 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:

New Mexico Environment Department
Surface Water Quality Bureau
Harold Runnels Building, Room 2071
1190 St. Francis Drive
Mailing Address: P.O. Box 26110
Santa Fe, New Mexico 87502

4.2.15 Withdrawal of Proposal

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

4.2.16 Proposal Offer Firm

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

5.0 CONTRACT TERMS

5.1 Contract Period

The term of any resultant contract shall become effective upon execution by the contractor, the Department and DFA and shall continue for a period of up to one (1) year thereafter, with the possibility of a one (1) year maximum renewal for good cause shown, 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 contract termination.

5.2 Task Implementation

Implementation of workplan tasks must begin within three (3) months after the effective date of the contract and must proceed in accordance with approved workplan schedules. The Department reserves the right to cancel any contract based on untimely implementation.

5.3 Subcontractors

Use of subcontractors must be explained in the proposal, and all subcontractors must be identified by name. The prime contractor shall be wholly responsible for the project performance, whether or not subcontractors are used. If a subcontractor is required to complete work, its cost and activity must be explained. Use of subcontractors will require prior written approval of the Department. Subcontractor rates shall not exceed current fair market value or rates specified by the USEPA.

6.0 GENERAL INFORMATION

6.1 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, **57-3A-1 to 57-3A-7 NMSA 1978**. 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.

6.2 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.

6.3 Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations are not available. Notification of 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.

6.4 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. Subcontractor rates must reflect current fair market rates.
- Professional services rates must reflect current fair market conditions and not exceed \$65 per hour as mandated by the USEPA.
- Other costs will be evaluated on a item-by-item basis

6.5 Ineligible Reimbursement Items

Items not eligible for reimbursement include:

- Funding for projects required under administrative and/or judicial orders.
- Research projects.
- Lobbying.
- Fellowships or scholarships.
- Fringe benefits.
- Food and drink.
- Indirect costs.

Many of the impaired stream reaches listed in Exhibit 5 are located near or within federally managed land. Salaries and equipment derived from federal funds cannot be used to meet match requirements.

6.6 Number Of Responses

Each Project Applicant may submit more than one response to this RFP for separate watersheds.

6.7 Funding and Match Calculations

All projects require, at a minimum, a non-federal match of 40% of the total project cost, consisting of cash and/or in-kind services. Examples of acceptable match include hourly salaries of personnel paid from non-federal sources, a projection of the fair market value of time donated to project related activities (e.g. lawyers, youth group volunteers, environmental organizations, etc.), fair market value for utilization of privately owned equipment, etc.

Total project costs (100%) equals Federal 319 funds (60%) plus non-federal match (40%). A method for calculating total project costs, Federal 319 funds and non-federal match funds is as follows:

1. Total project costs multiplied by 0.6 equals Federal 319 funds; and total project costs multiplied by 0.4 equals non-federal match.
2. Total project costs equal Federal 319 funds divided by 0.6.
3. Total project costs minus Federal 319 funds equal non-federal match.

6.8 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/performance, or lack of conformance with approved workplans and schedules. The contractor and all subcontractors shall retain all records relating to the project for a period of five (5) years from the date of contract termination in accordance with the provisions of the Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published in the Federal Register on June 30, 1997, nonfederal entities. The "Record Keeping Requirements" in Exhibit 2 is the format for record keeping.

6.9 Insurance

Depending on the nature of the proposed work, prior to commencing workplan 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
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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, contract 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.

6.10 Ownership of Information

Title to all reports, information, data, computer data elements, and software prepared by the contractor in performance of the contract 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.

6.11 Reports

Reports shall be prepared and submitted to the Department on a quarterly basis. Reports shall be submitted by regular mail in hard copy or electronically by email or in the form of compact disk or 3.5-inch diskette in Windows MS Word or other Department approved software. All electronic reports shall be submitted free of computer viruses. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures (see Section 7.2.11), and a narrative of the project progress, as applicable. The quarterly narrative progress report shall include a discussion of each project task as outlined in the project workplan. At the end of the project term, a final report shall be submitted which includes an analysis and assessment of the project, slides or pictures of sites, and a written analysis of project successes and failures that can be used as guidance for similar endeavors. Note that future-funding decisions will be based in part on meeting past workplans and schedules.

6.12 Payments

Project Applicants will be reimbursed per task completion by certified detailed "Expenditure/Request for Funds" invoice (Exhibit 3) indicating direct cost and calculated match amount. After Department review, payment will be made upon receipt of the "Acceptable Report" and approval by the Department of each narrative progress report.

6.13 MBE, WBE, & SBRA Monitoring and Reporting

Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise in a Rural Area (SBRA) reporting is a requirement for contracts that are funded, in whole or in part, by USEPA monies. If a contract(s) is awarded from this RFP, the award recipient shall be bound to supply a set of required reports to the Department. Guidance and forms will be provided to Project Applicants who receive funding through the Department. Failure to provide required reports may result in delay of payments to contractor and/or termination of contract.

This requirement is not in force during the RFP process but shall commence immediately upon award of a contract that does or will include Federal funds. The contractor shall be notified at the time when Federal funding becomes involved, and at that point in time until the expiration of the contract and any amendments thereto, all reports for MBE, WBE, SBRA shall be required.

6.14 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 federal, state or local 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 contract. The Department may exercise any other remedy available by law.

6.15 Project Termination

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

6.16 Contract Terms and Conditions

The contract between the Agency and a contractor must follow the format specified by the Department and contain the terms set forth in Section 5. 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 contract.

Should an Offeror object to any of the Department's terms, as contained in this Section 5, 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.

6.17 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.

6.18 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 **Sections 13-1-83 and 13-1-85 NMSA 1978**.

6.19 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.

7. PROPOSAL FORMAT AND ORGANIZATION

7.1 NUMBER OF COPIES:

Each response to this RFP shall contain:

- One (1) copy of a proposal with original signatures. This will be considered the original proposal;
- One (1) copy of a proposal in electronic format (3.5-inch diskettes or compact disk) in MS Word; and
- Five (5) paper copies of the original proposal.

7.2 PROPOSAL COMPONENTS:

The following describes how each proposal is to be organized. Only complete proposals addressing all the required criteria (see Section 2.3), for designated impaired watersheds, 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.

7.2.1. PROJECT TITLE

The title should be concise, one line at most, and descriptive of the project.

7.2.2. PROJECT APPLICANT

Describe the organization or governmental entity that the Project Applicant is representing, if any. Indicate the Project Applicant name, address, telephone and fax numbers, and email address.

7.2.3. PROJECT AREA

Indicate the watershed where the project will be occurring. Describe using an 8-digit Hydrologic Unit Code (HUC). The HUC can be found in Exhibit 5. A map of the project area at an appropriate scale, clearly identifying project boundaries, is required.

7.2.4. START AND END DATES

Indicate the proposed beginning and ending dates of the project.

7.2.5. PAST CWA SECTION 319(h) ACTIVITIES

Indicate whether your organization has received any CWA section 319(h) grant funding in the past, including the dates and project title(s).

7.2.6. PROBLEM STATEMENT

Clearly describe what you know about the watershed. Include land use, nonpoint source pollution issues and related water quality problems of the watershed (reference the TMDL as appropriate). Describe how the project will address the nonpoint source water quality pollution issues in the watershed.

7.2.7. KEY PERSONS

Describe the key individuals who will initiate watershed group formation and be responsible for completing workplan objectives or tasks. Briefly list the major

participating organizations or agencies, and their specific role in the project. Include documentation of cooperator commitments to the workplan.

7.2.8. PROPOSAL DESCRIPTION

The Watershed Group Formation proposal must address each of the following items:

- The period of time required to develop a watershed group.
- A description of the methods that will be used to identify stakeholders and to actively engage them in the watershed group formation and the watershed planning process.
- The method that will be used to organize a local watershed group.
- Descriptions of how the applicant will work to change behaviors of stakeholders and facilitate active participation in the watershed group.
- The method that will be used to secure participation and involvement of a local government and/or quasi-governmental public entity to act as the fiscal agent for watershed group funding for future CWA section 319(h) on-the-ground projects.
- A demonstration of the applicant's working knowledge of the WRAS development process and the critical components of a successful WRAS.
- The method that will be used to select a Watershed Coordinator.
- Methods that will be used to document the success in meeting the criteria for success in Section 2.3 Watershed Group Formation.
- A discussion of how the Watershed Group plans to proceed towards development of on-the-ground projects, utilizing a separate phase of CWA §319(h) Grant funds.

7.2.9. IMPLEMENTATION PLAN AND SCHEDULE

Describe the tasks needed to achieve project results. Tasks must clearly describe how the project will be implemented, the person responsible for implementation, expected task completion dates, and a brief description of how the task will be accomplished.

7.2.10 MATCH

Describe the type of funds and in-kind match the project will be using, in accordance with Section 6.7 of this RFP.

7.2.11 BUDGET

Proposals must include a detailed schedule of costs for each phase of work broken out into the following categories:

- Personnel (identify each person, his/her area of expertise, anticipated hours and hourly rate). The Department must approve changes to personnel and hourly rates in advance. Professional services hourly rates must reflect current market value and shall not exceed \$65 per hour.
- Equipment (tangible items purchased to complete project tasks).
- Travel (mileage reimbursements and per diem costs).
- Supplies (specify the type, quantity and costs of supplies needed).
- Contractual/ Subcontracts (identify the subcontractor and all costs to be incurred by the contractors).
- Other (telephones, postage etc.), provide a detailed listing.

The following spreadsheet is the preferred budget format. The breakdown of categories may include, but is not limited to, the examples shown below.

(BREAKDOWN OF BUDGET CATEGORIES)	CWA 319 Funds	Cash or In-Kind MATCH	TOTAL
<i>Personnel:</i>			
Project Coordinator salary and wages			
Project Administration			
Volunteer participation, planning, review, monitoring			
<i>Equipment:</i>			
Field equipment; digital camera; computer; software; field garden hand tools; air photos			
Sampling / monitor equip pH / conductivity / turbidity meters			
<i>Travel:</i>			
Lodging / per diem			
Mileage reimbursement @ \$.36/ mi			
Mileage match for volunteers			
<i>Supplies:</i>			
Field supplies / seed / plants / feed / reclamation materials;			
Office / meetings / public announcement supplies /			
Materials donations			
<i>Contractual – Direct Labor, Outside Services:</i>			
Consultants / instructors			
Field contractors/subcontractors: labor and services			
Workshop arrangements / publications (drafting, printing) / web site			
<i>Other:</i>			
Map and photo duplication; postage/ mailing costs;			
Office / workshop venue; port-a-potty rentals; telephone,			
Miscellaneous;			
TOTAL			
	<i>% Of Adjusted Total</i>	<i>%</i>	<i>%</i>
			<i>100%</i>

8. PROPOSAL EVALUATION CRITERIA

In accordance with the New Mexico **Procurement Code 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 criteria of Section 2.3 and provide a likelihood of success in transitioning into a future phase of on-the-ground projects in areas where TMDL data has been assessed or a TMDL has been approved. Each of the following ten (10) evaluation criteria is point-weighted, listed in descending order. The total maximum point allocation is **210** points for any proposal. The evaluation criteria are as follows:

8.1 How well does the proposal address the primary goal of developing a strategy for improving water quality in impaired stream reaches for which a TMDL has been written or data and assessments are complete for a future TMDL (see Exhibit 5)? **(30 points)**

8.2 How will the offeror develop a watershed group with broad stakeholder participation, actively engaging them in the Watershed Group Formation and the watershed planning process? **(25 points)**

- Does the applicant indicate how they will work to change behaviors of stakeholders and facilitate active participation in the watershed group?

8.3 To what extent does the proposal conform to the RFP format, including organizational requirements (Section 7)? **(25 points)**

8.4 Does the proposal demonstrate how the Watershed Formation Group will involve local government and/or quasi-governmental public entities to act as fiscal agents for watershed group formation and possible future on-the-ground project funding (Section 2.3.3)? **(25 points)**

8.5 Budget preparation: The extent to which the cost estimates are detailed, focused on appropriate activities, well justified and reasonable (Sections 6.4, 6.5, 6.7, and 7.2.11). Does the budget focus money on forming the watershed group, and is it reasonable compared to similar projects? **(25 points)**

8.6 Does the applicant demonstrate a working knowledge of the WRAS development process and the critical components of an approvable WRAS (Section 2.3.4)? **(20 pts)**

8.7 Does the applicant demonstrate continuity between Watershed Group Formation and future on-the-ground projects (Section 2.3.5)? **(20 points)**

- Does the proposal demonstrate an understanding of the link between successful Watershed Group development and future implementations of on-the-ground projects that address stream impairments?

8.8 Is the Proposal Description (Section 7.2.8) complete? **(15 points)**

- How well is the Watershed Group Formation process understood and documented in the proposal?

8.9 How will a Watershed Coordinator be hired/contracted (Section 2.3.2)? **(15 points)**

8.10 Does the period of time required to develop a watershed group meet SWQB expectations (Section 5)? **(10 points)**

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EXHIBITS

EXHIBIT 1

Contract No. _____

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the State of New Mexico Environment Department, hereinafter referred to as NMED, and _____, hereinafter referred to as Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A.
 - B.
 - C.
2. Compensation. (this section looks slightly different for Programs)
 - A. The total amount payable under this contract shall not exceed _____ including New Mexico gross receipts tax.
 - B. NMED shall pay to Contractor the New Mexico gross receipts tax levied on the amounts payable under this contract.
 - C. Payment shall be made upon receipt of detailed, certified invoices. Invoices shall be submitted to:

New Mexico Environment Department
Contact Name
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, NM 87503
 - D. Within fifteen days after the date NMED receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, NMED shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If NMED finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with

details of how the Contractor may proceed to provide remedial action. Upon certification by NMED that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 0.2 percent per month.

3. Term

This contract shall not become effective until approved by the Department of Finance and Administration. This contract shall terminate on _____, 2003, unless terminated pursuant to paragraph 4, *infra* or paragraph 5.

4. Termination.

This contract may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or the U. S. Congress for the performance of this contract. If sufficient appropriations and authorization are not made by the Legislature and/or U.S. Congress, this contract shall terminate upon written notice being given by the NMED to the Contractor. The NMED's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for NMED and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico because of this contract.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of NMED.

9. Records and Audit.

The Contractor shall maintain detailed time records that show the date, time and nature of the services rendered. These records shall be subject to inspection by NMED, the Department of Finance and Administration, and the State Auditor. NMED shall have the right to audit billings both before and after payment. Payment under this contract does not foreclose the right of NMED to recover excessive or illegal payments.

10. Release.

Upon final payment of the amount due under this contract, Contractor releases NMED, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. Confidentiality

Any confidential information provided to the Contractor in the performance of this contract shall be kept confidential. Contractor shall not make such information available to any individual or organization without the prior written consent of NMED.

12. Product of Service – Copyright.

All materials the Contractor develops or acquires under this contract shall become the property of the State of New Mexico and shall be delivered to NMED no later than the termination date of this contract. Nothing the Contractor produces, in whole or in part, under this contract shall be the subject of an application for copyright by Contractor or on Contractor's behalf.

13. Conflict of Interest.

The Contractor warrants that Contractor currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract.

14. Amendment.

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

15. Merger.

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

16. Notice.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

This contract shall be governed by the laws of the State of New Mexico.

19. Workers' Compensation.

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to

comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

20. Suspensions and Debarment

Contractors receiving individual awards for \$100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

21. Other Provisions

None

IN WITNESS WHEREOF, the parties have hereto set their hands.

STATE OF NEW MEXICO

CONTRACTOR NAME HERE

By: _____
Ron Curry
Secretary of Environment

By: _____
XXXXXXXX XXXXXXXX
President or other appropriate title

Date: _____

Date: _____

Approved as to form and Legal Sufficiency

By: _____ (up to \$200,000)
Tracy Hughes
General Counsel, NMED

Date: _____

By: _____ (over \$200,000)
Attorney General's Office

Date: _____

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

ID Number: _____

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____

Assistance Agreement No. _____
Department Project No. _____
PE Agreement No. _____

**JOINT POWERS AGREEMENT
BETWEEN THE NEW MEXICO ENVIRONMENT DEPARTMENT
AND THE PUBLIC ENTITY,**

This Joint Powers Agreement (“Agreement”) is entered between the New Mexico Environment Department (“Department”) and the Public Entity, _____ Public Entity (“Public Entity”).

Whereas, the Department is authorized to enter into joint powers agreements with other public agencies, as defined in the Joint Powers Agreement Act, NMSA 1978, §§ 11-1-1 to 11-1-7.

Whereas, the Department is authorized by NMSA 1978, § 74-6-9 to receive and expend funds granted to the Department for purposes consistent with the Water Quality Act, NMSA 1978, §§ 74-6-1 to 74-6-17, and the Department is funded in part by Assistance Agreement No.

_____ **[EPA no.]** received from the United States Environmental Protection Agency (“EPA”). Whereas, the Public Entity is a public agency that is authorized by the United States Congress and/or the New Mexico Legislature for the performance of this Agreement under the authority of _____ **[Public Entity authority]** to complete the _____ **[name of Project and Department Project no.]**, hereinafter referred to as the “Project”.

Whereas, the Department and the Public Entity desire to enter into this Agreement to accomplish the Project in the most cost-effective and administratively efficient manner.

Therefore, the parties mutually agree as follows:

A. Purpose/Mutual Benefit

The purpose of the Project is to _____. **[describe purpose in detail and mutual benefit of both parties in detail]**

B. Implementation of Project

The Public Entity shall complete the Project in accordance with _____ **[Project name and Department Project no.]** Project Work Plan (“Project Work Plan”), which is attached as Attachment A and is incorporated into this Agreement.

C. Disbursement of Funds

1. The Department shall transfer to the Public Entity from the funds of the United States Environmental Protection Agency/State of New Mexico Environment Department Nonpoint Source Implementation Assistance Agreement No _____ **[EPA no.]** funds in an amount not to exceed \$ _____ **[amount of contract]** to reimburse the Public Entity for costs actually incurred in carrying out the Project in accordance with the Project Work Plan.
2. The Public Entity shall submit to the Department receipts for costs actually incurred in carrying out the Project in accordance with the Project Work Plan.

Receipts shall be submitted on a quarterly basis, beginning _____ [date], to:

[name] Project Officer
[name of Project and Department Project no.]
Surface Water Quality Bureau
New Mexico Environment Department
PO Box 26110
Santa Fe, New Mexico 87503
(505) 827-_____

3. The Department shall transfer funds to the Public Entity only upon approval of receipts submitted by the Public Entity and upon approval of any reports required pursuant to Section F of this Agreement.
4. The Public Entity shall administer and disburse the funds in accordance with applicable State and Federal statutes and regulations through completion of the Project as set forth in the Project Work Plan.
5. Upon termination or expiration of this Agreement, all matching funds required by the Department shall have been met in proportion to the contributions made by the Department in accordance with the financial plan on page __ of the Project Work Plan.

D. Personal Property

The Public Entity shall retain all personal property acquired pursuant to funds disbursed by the Department under this Agreement that are less than \$5000. The Department and EPA retain all personal property acquired pursuant to funds disbursed by the Department under this Agreement that are \$5000 or more.

E. Property Improvements

Improvements placed on Public Entity Service system land pursuant to this Agreement shall become the property of the Public Entity, and shall be subject to the same regulations and administration of the Public Entity as other Public Entity improvements of a similar nature. No part of this Agreement shall entitle a cooperator to any share or interest in the property improvements other than the right to use and enjoy the same under the existing regulations of the Public Entity. The Public Entity shall maintain any improvements placed on property of the Public Entity system pursuant to this Agreement.

F. Reports

The Public Entity shall satisfactorily complete any reports required in Section __ of the Project Work Plan.

G. Strict Accountability

The Public Entity shall maintain fiscal records consistent with generally accepted accounting principles; shall account for all receipts and disbursements of funds transferred to the Public Entity pursuant to this Agreement; and along with the Department, shall be strictly accountable for all receipts and disbursements under this Agreement.

H. Access to Records

The Department, the Public Entity, the Secretary of the New Mexico Department of Finance and Administration (“DFA”), or the Comptroller General, through any authorized representative, shall be given access to and have the right to examine all books, papers, or documents related to this Agreement.

I. Amendment

Any and all amendments, changes, and/or modifications of this Agreement shall be made in writing, signed and dated by both parties and DFA before becoming effective. Neither the Department nor the Public Entity is obligated to fund any changes and/or modifications not approved in writing by both parties and the Department of Finance and Administration.

J. Termination

This Agreement may be terminated by either the Department or the Public Entity upon written notice delivered to the other party at least thirty days prior to the effective date of termination. By such termination, no party may nullify or void any obligation arising prior to termination.

K. Applicable Law

Any procurement made by the Public Entity 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 Project Work Plan.

L. 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 resulting from the performance of this Agreement.

M. Equal Opportunity Compliance

The Public Entity shall abide by all state and federal rules and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, the Public Entity 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 Public Entity is found not to be in compliance with these requirements during the life of the Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

N. Term

This Agreement shall become effective upon approval by the Secretary of DFA, the Department, and the Public Entity, and shall expire no later than _____ **[expiration date]**, unless extended by the parties pursuant to Section I of this Agreement or unless terminated pursuant to Section J or Section O of this Agreement.

O. 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 (EPA). If sufficient appropriations or authorization are not granted, this Agreement shall be terminated upon written notice from the Department. The Department's decision as to whether sufficient appropriations are available is within its sole discretion and shall be final and binding.

P. Participation in Similar Projects

This Agreement in no way restricts the Public Entity or the Department from entering into Joint Powers Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

Q. Public Entity Acknowledged in Publications and Audiovisual Material

The Public Entity support shall be acknowledged in publications and audiovisual material.

R. Endorsement

Any Department contributions made under this instrument do not by direct reference or by implication convey the Public Entity's endorsement of the Department's products or activities.

S. Freedom of Information Act

The information furnished to the Public Entity is subject to the Freedom of Information Act, 5 U.S.C. § 552.

T. Suspension and Debarment

The Public Entity certifies that the Public Entity, its principals, and all subrecipients under this Agreement are not suspended or debarred from receiving federal contracts.

U. Other Provisions

Because the majority of the Project will be performed on Public Entity land, the Public Entity shall not assess overhead or administrative charges.

V. Principal Contacts

The principal contacts for this Agreement are:

[name, Technical Contact]
Public Entity, _____ Public Entity
[address]
[telephone number]

[name,]
Public Entity, _____ Public Entity
[address]
[telephone number]

_____ **[name]**
Surface Water Quality Bureau
New Mexico Environment Department
1190 Saint Francis Drive
P.O. Box 26110
Santa Fe, New Mexico 87503
(505) 827-_____

The parties hereto have executed this Agreement:

STATE OF NEW MEXICO

_____ PUBLIC ENTITY

By: _____
Ron Curry
Secretary of Department

By: _____
[name]
Public Entity

Date: _____

Date: _____

STATE OF NEW MEXICO

By: _____
[name]
Secretary of DFA

Date: _____

EXHIBIT 2

RECORD KEEPING REQUIREMENTS

- A. The Public Agency of Independent Contractor shall provide a detailed budget breakdown clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first payment request.

- B. With each payment request, submit a detailed schedule reflecting your cash and in-kind expenditures (must be identified separately) for not only the current period but cumulative as well. This schedule must also include a comparison of your approved match budget (by line item detail) to actual cumulative match expenditures.

- C. A file(s) must be dedicated to this contract or agreement and will consist of the following:
 - 1. For any declared in-kind contributions, the following documentation will be maintained in the file(s):
 - (a) An itemized listing of each employee's hourly rate. (Prevailing Wage Rates may be used if applicable).
 - (b) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (c) An itemization of per diem rates, equipment rental/usage rates, etc. that will be used as match for this contact or agreement.
 - (d) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (e) Copies (or originals) of logs/schedules for equipment usage.
 - (f) Signed statements noting fair market value for in-kind donations of materials or supplies.

 - 2. For any declared cash contributions, the following documentation will be maintained in the file:
 - (a) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (b) Copies (or originals) of time sheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (c) Copies (or originals) of logs/schedules for equipment usage.
 - (d) Copies (or originals) of invoices for materials, supplies, equipment, etc.

- D. The Public Agency or Independent Contractor agrees and acknowledges that:
 - 1. Neither the costs nor the values of third party in-kind contributions being used to satisfy the cost sharing or matching requirements of the attached contract or agreement have been or will be counted towards satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of federal funds.
 - 2. Any third-party matching fund contributions or expenditures must be made with the effective dates specified in the attached contract or agreement.
 - 3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency or Independent Contractor until three (3) years after submittal of the Final Financial Status Report. The Public Agency of Independent Contractor must obtain authorization from the New Mexico Environment Department prior to disposal of any records.
 - 4. The New Mexico Environment Department may, at any time, audit these files to ensure compliance with the Match Record-Keeping Requirements. The Department reserves the right to disallow contributions deemed inappropriate or unreasonable either during an audit or during the review of your detailed schedule reflecting match expenditures.
 - 5. The Department will be reimbursed by the Public Agency or the Independent Contractor for any portion of the contract or agreement funding provided to the Public Agency or Independent Contractor under the attached contract or agreement which the Public Agency or Independent Contractor was unable to match or adequately document.

EXHIBIT 3

EXPENDITURE/REQUEST FOR FUNDS

New Mexico Environment Department
Surface Water Quality Bureau, Watershed Protection Section
1190 St. Francis Drive
Runnels Bldg. Room N-2100
Santa Fe, NM 87503

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

EXHIBIT 4

WATERSHED RESTORATION ACTION STRATEGIES/ WATERSHED IMPLEMENTATION PLANS

Watershed-based plans that are developed or implemented with Section 319 funds to address 303(d)-listed waters must include at least the elements listed below

a. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in this watershed-based plan (and to achieve any other watershed goals identified in the watershed-based plan), as discussed in item (b) immediately below. Sources that need to be controlled should be identified at the significant subcategory level with estimates of the extent to which they are present in the watershed (e.g., X numbers of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation).

b. An estimate of the load reductions expected for the management measures described under paragraph (c) below (recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time). Estimates should be provided at the same level as in item (a) above (e.g., the total load reduction expected for dairy cattle feedlots; row crops; or eroded streambanks).

c. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated under paragraph (b) above (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement this plan.

d. An estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon, to implement this plan. As sources of funding, States should consider the use of their Section 319 programs, State Revolving Funds, USDA's Environmental Quality Incentives Program and Conservation Reserve Program, and other relevant Federal, State, local and private funds that may be available to assist in implementing this plan.

e. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.

f. A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious.

g. A description of interim, **measurable milestones** for determining whether NPS management measures or other control actions are being implemented.

h. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality

standards and, if not, the criteria for determining whether this watershed-based plan needs to be revised or, if a NPS TMDL has been established, whether the NPS TMDL needs to be revised.

i. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item (h) immediately above.

EXHIBIT 5

**Total Maximum Daily Load Listed Stream Reaches
Needing Watershed Group Formation FY04**

Format for following TMDL Listed Reaches:

Watershed Name (8 Digit Hydrologic Unit Code-HUC)

Stream segment location for:

TMDLs

(11 digit HUC)

Conejos Watershed (13010005)--Assessed streams, TMDLs to be approved . . .

Rio de los Pinos from Colorado border to headwaters for:

Temperature

(13010005040, 13010005030, 13010005020, 13010005034)

Rio San Antonio from Colorado border to headwaters for:

Temperature

(13010005036)

Upper Rio Grande Watershed (13020101)

Rio Hondo from Rio Grande to United States Forest Service boundary for:

Nutrients

(13020101090)

Assessed streams, TMDLs to be approved . . .

Rio Fernando de Taos from Rio Pueblo de Taos to headwaters for:

Conductivity

(13020101120)

Rio Grande from Red River to New Mexico/Colorado River for:

Temperature

pH

(13020101015, 13020101030, 13020101040, 13020101050, 13020101060, 13020101070)

Rio Grande de Rancho from Rio Pueblo de Taos to HWY 518 for:

Conductivity

(13020101130)

Upper Rio Grande Watershed (cont.)

Rio Hondo from Rio Grande to United States Forest Service boundary for:

Temperature
(13020101190)

Rio Pueblo de Taos from Arroyo del Alamo to Rio Grande del Rancho for:

Temperature
Stream bottom deposits
(13020101100, 13020101135)

Rio Pueblo de Taos from Rio Grande to Arroyo del Alamo for:

Temperature
(13020101100, 13020101135)

Rio Pueblo de Taos from Rio Grande del Rancho to headwaters for:

Temperature
Conductivity
(13020101110)

Rio Grande-Albuquerque Watershed (13020203)

Rio Grande from Northern Border of Isleta Pueblo to the southern border of the Santa Ana Pueblo for:

Fecal coliform
(13020203010, 13020203020, 13020203030, 13020203040, 13020203050, 13020203060, 13020203070, 13020203080, 13020203090)

Upper Gila Watershed (15040001)

Black Canyon Creek from the mouth on the East Fork of the Gila River to the Headwaters for:

Temperature
(15040001070)

East Fork of the Gila River from the confluence with the west fork to Taylor Creek for:

Chronic aluminum
(15040001050)

Taylor Creek from the confluence with the Beaver Creek to Wall Lake for:

Temperature
Chronic aluminum
(15040001040)

Canyon Creek from the mouth on the Middle Fork of the Gila to the headwaters for:

Turbidity
Plant nutrients
(15040001080)

Upper Gila Watershed (cont.)

Mogollon Creek, perennial portions above the USGS gauge for:

Chronic aluminum

(15040001120)

Sapillo Creek from the mouth on the Gila River to Lake Roberts for:

Turbidity

Total organic carbon

(15040001100)

Upper Gila-Mangas Watershed (15040002)

Mangas Creek from the mouth on the Gila River to Mangas Springs for:

Plant nutrients

(15040002050)

Mimbres Watershed (13030202)

Assessed streams, TMDLs to be approved . . .

McNight Canyon from Mimbres River to headwaters for:

pH

Temperature

(13030202010)

Mimbres River downstream of USGS Mimbres gage for:

Aluminum

Fecal coliform

Temperature

(13030202020)

Mimbres River from USGS Mimbres gage to Cooney Campground for:

Dissolved aluminum

Total mercury

Dissolved oxygen

Conductivity

Fecal coliform

pH

Temperature

Turbidity

(13030202080)

San Francisco Watershed (15040004)

Centerfire Creek from the mouth on the San Francisco River to the headwaters for:

Plant nutrients

Conductivity

(15040004020)

South Fork of Negrito Creek from the confluence with North Fork to the headwaters for:

Temperature
(15040004050)

San Francisco River from Centerfire Creek to the New Mexico/Arizona Border for:

Plant nutrients
Temperature
(15040004020)

Tularosa River from the mouth on the San Francisco River to Apache Creek for:

Conductivity
(15040004040)

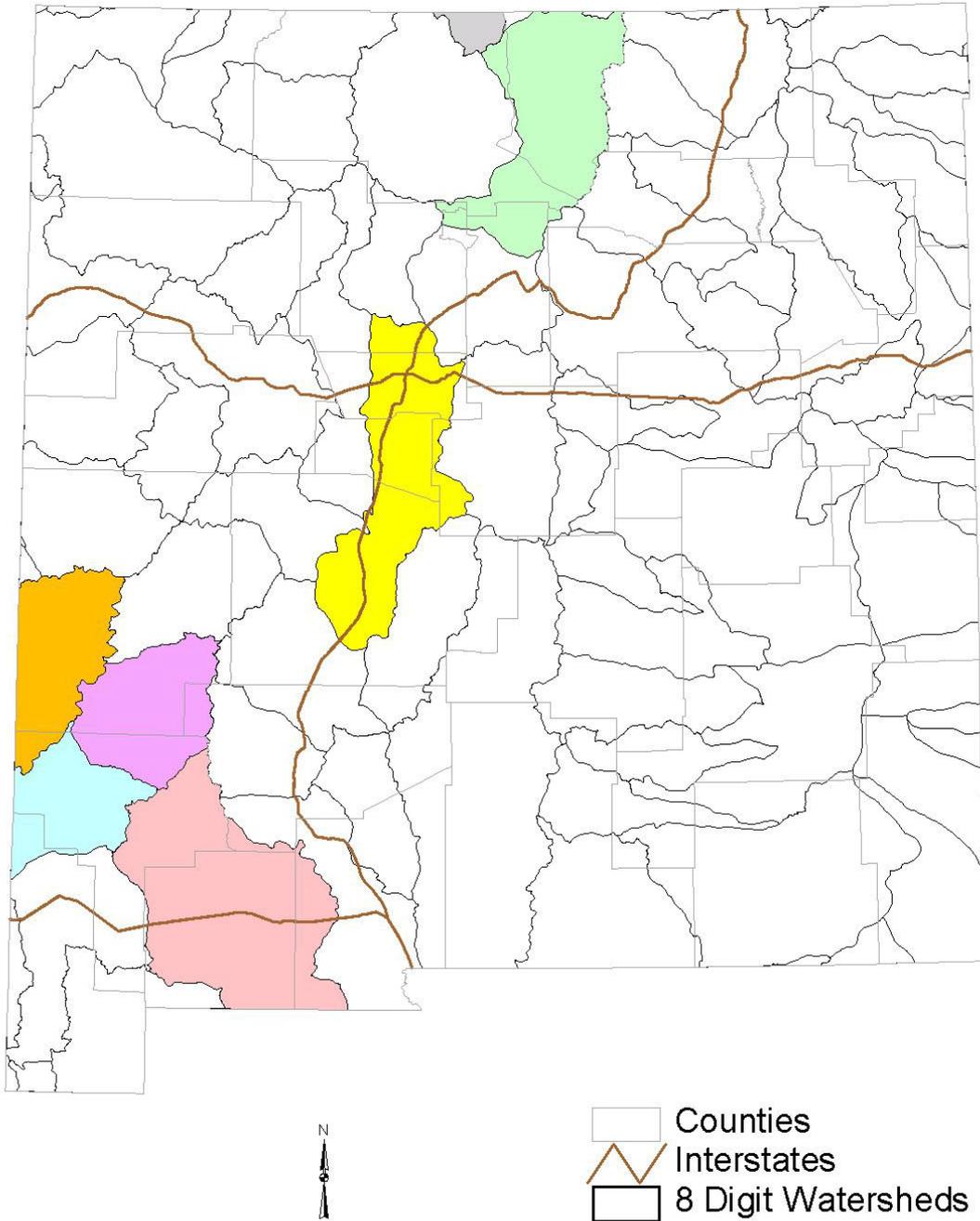
Whitewater Creek from the mouth on the San Francisco River to Whitewater Campground for:

Chronic aluminum
Turbidity
(15040004090)

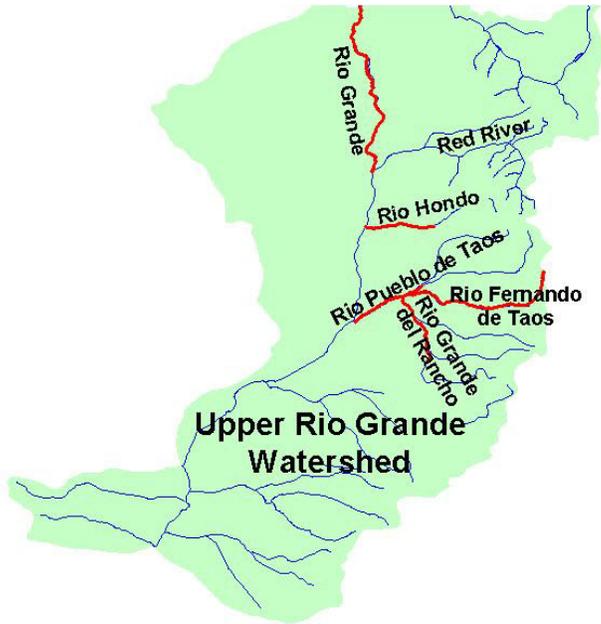
EXHIBIT 6

MAPS

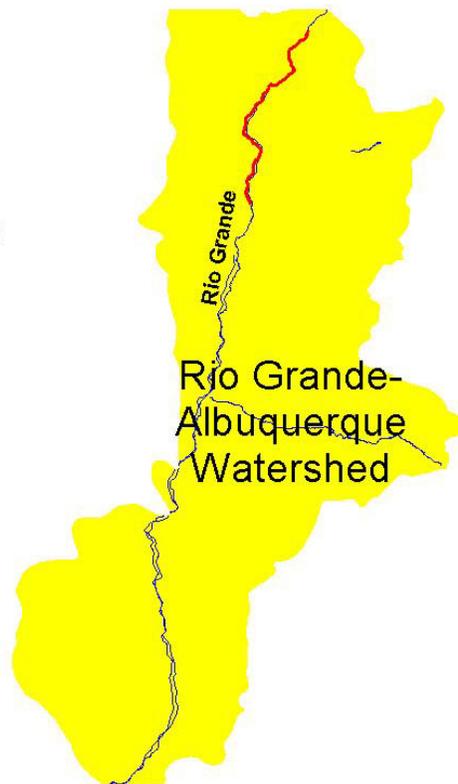
New Mexico Watersheds Targeted by the RFP



Maps of Upper Rio Grande, Conejos, and Rio Grande-Albuquerque Watersheds with TMDL Waterbodies Indicated



 TMDL Waterbodies
 Waterbodies



Maps of Upper Gila, Upper Gila-Mangas, and San Francisco River Watersheds with TMDL Waterbodies Indicated

