



NEW MEXICO FINANCE AUTHORITY

REQUEST FOR QUOTATION

ENVIRONMENTAL REVIEW SERVICES

The New Mexico Finance Authority (“NMFA”) is requesting quotations (the “Request”) to provide professional services to perform certain environmental review services relating to the NMFA’s Drinking Water State Revolving Loan Fund. The NMFA encourages all interested parties to apply, including but not limited to women-owned firms, minority-owned firms, veteran-owned firms, small firms and firms based in New Mexico. In particular, the NMFA intends to honor the spirit outlined in the requirements of the Environmental Protection Agency’s Program for Utilization of Minority and Women’s Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

BACKGROUND

The NMFA was created by the New Mexico State Legislature in 1992 as a public body politic and corporate, separate and apart from the state. The purpose of the NMFA, in part, is to provide low-cost financing for borrowers who might not otherwise be able to access the market on a cost-effective basis.

In addition to other programs, the NMFA administers and manages the Drinking Water Revolving Loan Fund (“DWRLF”). Created in 1997 as a partnership between the NMFA and the New Mexico Environment Department, the DWRLF provides low-cost financing for the construction of and improvements to drinking water facilities throughout New Mexico in order to protect drinking water quality and the public health.

SERVICES

The Environmental Consulting Services required to be provided to the NMFA under a contract awarded pursuant to this Request shall include, but is not limited to, the following:

I. Policy, Procedure and Federal Requirements.

Comply and show expertise with the National Environmental Policy Act (NEPA), and New Mexico State Environmental Review Process (SERP) requirements, as well as other Federal Environmental regulations.

II. Create Environmental Review Documents.

Review provided documentation to produce a Statement of Finding based on a Categorical Exclusion (CE) Checklist or an Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI) from a provided Environmental Informational Document (EID).

III. Initial Review and approval or summary of required documentation.

Conduct an initial review of all materials submitted (CE, surveys, EID, etc.) and submit verification of receipt and preliminary approval level of environmental review within two (2) working days.

Produce a statement that the information is complete for either the SOF or the EA/FONSI, or a list of missing required documentation within five (5) working days and include such information as the adequacy of studies, needed revisions, missing information, or additional studies required.

IV. Previous or partially produced environmental documentation.

If a water system has already produced some or all of the required environmental documents, assure that the documents meet the NMFA's SERP requirements and the requirements of other applicable statutes or regulations.

V. Production of Reports in accordance with SERP requirements and/or regulations/statutes.

Produce or assist in the production of reports and documents to assist entities with the finalization of CE checklist, EIDs, surveys, etc., when requested by the NMFA.

VI. Written Response.

When the environmental documentation from the initial review is deemed complete, the consultant will begin to create the Environmental Review Documents. A written response to the NMFA for the project stating the results of the environmental review is expected within seven (7) working days for a categorical exclusion's Statement of Finding and fourteen (14) working days for an environmental information document's Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) and consultation letters. The documents are expected to be of high quality and ready to publish or mail to crosscutters.

VII. Reports.

Submit a report that summarizes all work completed by the Contractor corresponding with the monthly billing cycle by the 10th day of the following month.

VIII. Project Status Meetings.

On a quarterly basis, or upon request by NMFA staff, attend Project Status Meetings to discuss the status of on-going projects, address any concerns or issues related to pending environmental determinations, review upcoming projects, and schedule project specific deliverables.

IX. Board Meetings.

When requested, attend board meetings of the NMFA and/or any of its sub-committee meetings.

X. Other Services.

Provide other services as necessary that are consistent with and required by the foregoing.

QUOTATION

Please submit a quotation providing details on how you plan on accomplishing the above services, your experience in providing such services and fee quotation with either a fixed fee or hourly rate. You must also specifically include, or address the following:

- Background\BIO of your company highlighting your related experience. Background\BIO of each individual who may provide services under any resulting contract. Please also provide the names of key personnel who will be responsible for delivering the described services.
- Examples of prior related work, or summaries of prior engagements, including a list of three (3) references of work with other public entities.
- Evidence of appropriate professional liability insurance that will be in force through the duration of any contract that may result from this Request. Such insurance must be in an amount reasonable for a firm of the offeror's size and financial condition, and shall cover the offeror, its employees, agents, representatives and subcontractors.
- A list and description of any legal action, administrative proceeding or disciplinary action or complaint, whether formal or informal, initiated or made in connection with the professional services of the offeror and each of its subcontractors in the prior five (5) years by any person or entity, including any state or federal securities regulatory commission, disciplinary board or commission or other regulatory body. The list and description shall include the current status or final disposition of each such action.
- Statement disclosing (i) any current or proposed business transaction between the offeror and any member, officer or employee of the NMFA; and, (ii) any other conflict or potential conflict which may reasonably give rise to a claim of conflict of interest.
- Specific description of the Offeror's proposal for the delivery of the professional services contemplated by this RFP. This proposal may include a work plan, a discussion of the manner in which the personnel will be made available to provide the services and such other information as the Offeror reasonably believes necessary to explain its proposal for meeting the needs of the NMFA. Additional information about your company may be included as part of your quotation.

EVALUATION & AWARD

The following is a summary of items for which offerors can be awarded evaluation points. These weighted factors shall be used in the evaluation of the individual offeror responses.

FACTOR	POINTS
Experience, comprehensive and in-depth knowledge with New Mexico’s National Environmental Policy Act (“NEPA”), State Environmental Review Plan (“SERP”) requirements, and other Federal Environmental Regulations	40
Experience, comprehensive and in-depth knowledge in the production of reports in accordance with regulations/statutes	30
Experience, comprehensive and in-depth knowledge in the production of reports in accordance with SERP requirements	30
Experience, comprehensive and in-depth knowledge in partially produced environmental documentation	30
Experience, comprehensive and in-depth knowledge in the production of environmental information	30
Experience in creation of an Action Plan for the applicant describing missing documentation and/or all of the needed revisions and a suggested time line for completion of the needed work	15
Fee Proposal	15
Knowledge of the NMFA.	10
TOTAL	200

Please note that the NMFA is requesting quotes from several providers of these types of services and there is no guarantee that your firm or any other firm will receive a contract award. The NMFA reserves the right in its sole discretion to cancel this Request and/or award a contract to one or more offerors that, in the sole discretion of the NMFA, are most advantageous to carrying out the needs of the NMFA.

Please note that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the NMFA to select the offeror who submits the lowest cost proposal. The NMFA shall, in its sole discretion, have the right to obtain from any and all sources, information concerning an offeror which is deemed pertinent to the Request and to consider such information in the evaluation of the offeror's quotation.

Any protest to an award must be made in conformance with the NMFA’s Procurement Policy available on its website at www.nmfinance.com.

CONTRACT

Upon submission of a proposal, offerors agree to be bound by the form of contract in Appendix A subject to any objections made by the offeror and submitted with their quotation. In the event that the selected offeror(s) do not agree to the final form of contract, the NMFA reserves the right to finalize a contract with one or more of the other offerors without undertaking a new procurement process, provided that the quotations of such other offerors are deemed advantageous to the NMFA.

SUBMISSION OF QUOTATION

The deadline to submit quotations is **June 13, 2022**, at 4:00 PM Mountain Time. Your quotations must be e-mailed to: dw@nmfa.net.

Please contact Michael Vonderheide, Managing Director, Program Administration, or Todd Johansen, Senior Program Administrator, at dw@nmfa.net or call Todd at 505-992-9654 if you have any questions.

APPENDIX A
NEW MEXICO FINANCE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the New Mexico Finance Authority (“NMFA”) and **[INSERT- Contractor Name]** (“Contractor”), collectively referred to as the “Parties”.

The Parties agree as follows:

1. Scope of Work.

The Contractor, as requested by the NMFA, shall perform the following services:

[INSERT SOW DESCRIPTION]

2. Compensation.

a. Services: The NMFA shall pay to the Contractor as compensation for services rendered upon full and satisfactory completion, in the sole discretion of the NMFA, of the services, reports and deliverables outlined in the Scope of Work, plus applicable New Mexico Gross Receipts Tax, as follows:

[INSERT PAYMENT PROVISIONS]

b. Payment: Payment shall be made to Contractor monthly, after receipt and review of a detailed statement from the Contractor, for services rendered to the NMFA. If requested by the NMFA, a detailed estimate of all items for which the Contractor will request reimbursement will be provided to the NMFA in advance of actual expenditures. Contractor shall submit all invoices and billing-related correspondence to NMFA Accounts Payable ap@nmfa.net.

c. Gross Receipts Taxes and Expenses. The Contractor shall bill the NMFA for reimbursement of gross-receipts taxes levied on fees paid and disbursements reimbursed to

Contractor under this Agreement including reimbursement of reasonable and necessary out-of-pocket expenses as approved by the NMFA. The Contractor shall not bill the NMFA for overhead expenses. The Contractor is responsible for paying to the New Mexico Taxation and Revenue Department all gross receipts taxes levied on amounts paid under this Agreement.

d. Not to Exceed. The total compensation paid under this Agreement shall not exceed \$ _____, including reimbursement of expenses and gross receipts taxes.

3. Term.

This Agreement is effective on [INSERT MONTH DAY YEAR] and shall continue in effect until [INSERT MONTH DAY YEAR], unless it is terminated earlier pursuant to Paragraph 4 of this Agreement or at the time Contractor has received the maximum compensation permitted under this Agreement. Under no circumstances may the term of this Agreement exceed four years, including any extensions.

4. Termination.

a. Termination for Cause: In addition to the NMFA's legal and equitable rights and remedies, the NMFA may terminate this Agreement at any time: (i) for Contractor's negligence, misconduct or breach of a term or condition of this Agreement, including but not limited to, failing to meet the Standard of Care outlined in Paragraph 5 below; (ii) failure to perform the Scope of Work as provided herein for any reason; or (iii) if the NMFA determines that, as the result of any occurrence or change of circumstances involving Contractor, the continued association with Contractor as provided hereunder would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of the NMFA.

b. Termination for No Cause: The NMFA may terminate this Agreement at any time for no cause, subject only to the NMFA's obligation to pay Contractor the unpaid compensation for services already performed as set forth in Paragraph 2 above.

5. Standard of Care.

Contractor hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, Contractor agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior skills in providing the services outlined in the Scope of Work.

6. Key Person

Following the effective date of this Agreement, the Key People (as defined below) shall be the principal individuals responsible for the performance of the Scope of Work. The Contractor shall not substitute any other professionals in lieu of any of the Key People for the performance of the Scope of Work without first receiving written consent of the NMFA. Should the Contractor release any of the Key People from the employment of the Contractor during the term of this Agreement or for any reason one of the Key People terminates his or her responsibilities for the Contractor or becomes unable to maintain his or her responsibilities for the Contractor under this Agreement, the NMFA shall (a) be notified by the Contractor seven (7) calendar days prior to such event and (b) be provided the right to terminate this Agreement. The Key People shall be:

[INSERT KEY PEOPLE]

7. Insurance.

The Contractor shall, at all times during the pendency of this agreement, maintain adequate liability insurance in the amounts proscribed by the NMFA namely, **[INSERT COVERAGE AMOUNTS]**

8. Status of Contractor.

The Contractor is an independent contractor performing professional services for the NMFA as described above, and nothing herein contained shall be deemed to create an agency relationship between Contractor and the NMFA and Contractor is not an employee of the NMFA. In no event shall Contractor be entitled to participate in, or be entitled to receive any benefits from, the NMFA's employee benefit plan, nor shall Contractor be entitled to accrue leave, retirement, insurance, bonding authority, use of NMFA vehicles, or any other benefits, except as specifically set forth in this Paragraph 8, accorded to employees of the NMFA as a result of this Agreement. The Contractor acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

9. Litigation/Regulatory Action.

As of the effective date of this Agreement, the Contractor is not aware of any regulatory or self-regulatory investigation or legal or arbitration proceeding against the Contractor or any notice of a regulator in respect of the Contractor that has not been disclosed to the NMFA and, if after the date hereof, the Contractor should become aware of any regulatory or self-regulatory investigation or notice (other than routine information requests that the Contractor reasonably believes are not targeted at the Contractor but is instead an industry-wide request) or any legal or arbitration proceeding filed against the Contractor, the Contractor shall

inform the NMFA of such investigation or lawsuit promptly, and in any event within five (5) calendar days after learning of such investigation or lawsuit.

10. 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 NMFA.

11. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior approval of the NMFA. All fees and expenses of any approved subcontractor shall be billable by the subcontractor directly to the Contractor and paid by the Contractor to the subcontractor. The NMFA is not responsible to any subcontractor for any fees, expenses, or payment of any kind. The Contractor assumes full and complete responsibility and liability for each subcontractor's performance of services under the Agreement and such performance shall be judged in accordance with the Standard of Care set out in Paragraph 6 herein.

12. Products and Services/Copyright.

All materials developed or acquired by the Contractor under this Agreement are the property of the NMFA and shall be delivered to the NMFA no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Contractor shall acquire no right under this Agreement to use, and shall not use, the name "NMFA" or designs of the NMFA.

13. Records and Audits.

The Contractor shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the NMFA and its authorized representatives. The NMFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the NMFA to recover excessive or illegal payments.

14. Release.

The Contractor shall, upon final payment of the amount due under this Agreement, release the NMFA, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NMFA to any obligations not assumed herein by the NMFA, unless the Contractor has express written authorization to do so and then only within the strict limits of that authorization.

15. Confidentiality.

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

Contractor shall wholly and fully indemnify the NMFA against any and all losses, damages, costs, expenses, legal fees and liability resulting or arising from the release of information in violation of this Paragraph 15 by Contractor, its officers, employees, subcontractors, affiliates or anyone under the control of Contractor.

16. Conflict of Interest.

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

17. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties.

18. Merger.

This Agreement shall incorporate all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter thereof, and all such covenants, agreements and understandings, oral or otherwise, of the parties shall not be valid or enforceable unless embodied in this Agreement.

19. Waiver.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. Notices.

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or overnight carrier. The NMFA may, in its sole discretion, call for a notice to be effective if sent by facsimile communication upon telephonic confirmation to the sender of receipt of the facsimile. Notices shall be addressed to:

NMFA: Name: Daniel C. Opperman
 Title: Chief Legal Officer
 Address: New Mexico Finance Authority
 207 Shelby Street
 Santa Fe, NM 87501

Contractor: Name: [INSERT]
 Title: [INSERT]
 Address: [INSERT]

21. Scope of Agreement.

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

22. Indemnification.

Contractor shall indemnify and hold the NMFA, its officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits judgments, losses or expenses of any nature whatsoever (including attorneys' fees) arising out of any material breach of Contractor's representations and warranties as set forth herein, any third party claim of infringement regarding the Services, or any other failure of Contractor to comply with the obligations to be performed hereunder. Notwithstanding anything to the contrary above, Contractor shall have no indemnification obligations under this Paragraph 22 with respect to any claims that the NMFA (in its reasonable and good faith business judgment) determines are so-called "frivolous" or "nuisance" claims. The provisions of this Paragraph 22 shall survive the expiration or sooner termination of this Agreement.

23. Penalties for Violation of Law.

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

24. 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.

25. Applicable Law.

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

26. No Guaranty.

Contractor acknowledges and agrees that by providing the Services, the NMFA is not obligated to offer Contractor any further employment opportunities with the NMFA and that Contractor is performing such Services only for the duration of the Term of this Agreement, unless the NMFA, in its sole discretion, determines to do otherwise.

27. Full Authority.

Contractor and the NMFA represent that (i) each has all rights, power and authority necessary to enter into and perform this Agreement, (ii) that neither Contractor nor the NMFA has granted any third-party rights inconsistent with the rights and obligations of the other party, and (iii) both Contractor and the NMFA shall reasonably cooperate with the other party in connection with their respective rights and obligations.

28. Facsimile/Counterparts.

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ___ day of _____, 20_____.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel
Chief Executive Officer

Reviewed and approved by the New Mexico
Finance Authority Legal and Compliance Department.

By: _____
Daniel C. Opperman, Chief Legal Officer

(CONTRACTOR)

By: _____

N.M. Tax ID # _____