



**NEW MEXICO RENEWABLE ENERGY TRANSMISSION AUTHORITY
(RETA)**

REQUEST FOR PROPOSALS (RFP)

**Renewable Energy Transmission
and Storage Study**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the services to conduct a renewable energy transmission and storage study for the New Mexico Renewable Energy Transmission Authority (RETA). RETA is a quasi-governmental entity that plans and finances energy transmission and storage projects in order to develop and expand the utilization of New Mexico's vast renewable energy resources and create economic opportunities for its citizens.

The goal of this study is to determine how to utilize an optimal amount of newly generated New Mexico renewable energy over the next 10-12 years. The study should evaluate both New Mexico and other markets in the West that can absorb renewable energy and whether a substantial amount of new renewable generation can be utilized economically in New Mexico using developing technologies like storage and microgrids. Additionally, the goal of this study is to determine whether the Southwest Power Pool is capable of supporting the growth of a substantial increase in New Mexico renewable generation and whether the economic benefits of developing a large amount of new renewable generation and the associated transmission outweigh the social and economic costs.

Although the New Mexico Procurement Code does not specifically apply to RETA, RETA will follow the procurement process set forth in the code for this RFP. NMSA 1978, § 62-16A-3(I).

B. SUMMARY AND SCOPE OF PROCUREMENT

The awarded Contractor will be required to demonstrate knowledge and expertise in New Mexico resources, New Mexico renewable energy development, New Mexico existing and planned transmission resources, western power markets (with an emphasis on renewables), requirements in western states for renewable energy standards, and New Mexico renewable energy standards.

The awarded Contractor will determine the total renewable energy development potential, including the total line miles of transmission corridors to be developed, and the options and costs to build new or upgrade existing transmission corridors. Contractor will identify the economic advantages and disadvantages of developing new generation facilities and transmission lines for renewable energy and storing renewable energy, including the potential renewable energy sales in the West, identify approximate pathways and capacities for new transmission, existing transmission line capacities taking into account existing load, storage capacities and optimal location(s) for the energy storage plants to support both arbitrage and time shifting for renewable generation and the electricity assessment incurred by each collector system.

The awarded Contractor will work with the Executive Director of RETA to interpret the results

of the study and identify any actionable insights from the study, and will be available, if necessary, to present and explain in detail the results of the study to RETA and the New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) staff, stakeholders, or state legislators. The awarded Contractor will provide a detailed technical report, which provides—except in cases of proprietary formulas—an in-depth explanation of methodology and any inputs or outputs used in creating all study instruments. The awarded Contractor will also provide a less-technical, executive summary report detailing all study findings. The awarded Contractor will provide applicable raw data (in .csv or .sav file formats) for further analysis by RETA staff.

C. PROCUREMENT MANAGER

1. RETA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Ginny Selvin, Procurement Manager
Address: New Mexico Renewable Energy Transmission Authority
1225 S. St. Francis Drive, Suite E
Santa Fe, NM 87505
Telephone: (505) 699-0599
Email: ginny@nmreta.net

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Ginny Selvin, Procurement Manager
Reference RFP Name: Renewable Energy Transmission and Storage Study
Address: New Mexico Renewable Energy Transmission Authority
1225 S. St. Francis Drive, Suite E
Santa Fe, NM 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other employees or Evaluation Committee members do not have the authority to respond on behalf of the RETA. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

D. DEFINITION OF TERMINOLOGY

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

appropriate abbreviations:

“**Authority**” means the New Mexico Renewable Energy Transmission Authority.

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

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, §§ 57-3A-1 to 57-3A-7 (1989). *See* 1.4.1.45 NMAC. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

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

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals. The Evaluation Committee will be chaired by the Procurement Officer.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Mandatory**” The terms “must,” “shall,” “will,” “is required,” or “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**Procurement Officer**” means any person or designee authorized by RETA to enter into or administer contracts and make written determinations with respect thereto. The Procurement Officer will chair the Evaluation Committee

“**Procurement Process**” means the RFP process prior to selection as successful Offeror.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by 1.4.1.45 NMAC and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“RETA” means the New Mexico Renewable Energy Transmission Authority.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

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

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. RETA reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required

specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

E. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be distributed electronically and posted on the RETA website at nmreta.com/transmission-lines. Amendments shall be distributed with sufficient time to allow interested persons to consider the amendments in preparing their proposals. If necessary and in the discretion of RETA, the deadline for submission of proposals may be extended by the amendment.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule; but reserves the right to unilaterally change the dates involved:

Action	Responsible Party	Due Dates
1. Issue RFP	Authority	July 17, 2019
2. Return Acknowledgment of Receipt Form	Potential Offerors	July 29, 2019
3. Acknowledgement Receipt and Distribution List	Authority	July 30, 2019
4. Pre-Proposal Conference	Authority	N/A
5. Deadline to submit Questions/RFP Amendments	Potential Offerors	August 10, 2019
6. Response to Written Questions	Procurement Manager	August 20, 2019
7. Submission of Proposal	Potential Offerors	September 2, 2019
8. Proposal Evaluation	Evaluation Committee	September 9, 2019
9. Selection of Finalists (if necessary)	Evaluation Committee	September 10, 2019
10. Oral Presentations (if necessary)	Finalists	Scheduled September 12, or 13, 2019

11. Best and Final Offers	Finalist Offerors	September 15, 2019
12. Finalize Contract	Authority/Offeror	September 20, 2019
13. Contract Award	Authority	September 20, 2019
14. Protest Deadline	Authority	15 Days after the Contract Award as provided by § 13-1-172

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of RETA per Section II.A.

2. Acknowledgement of Receipt and Distribution List

Potential Offerors should return by e-mail, facsimile or registered/certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT, per Section II.A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the “Acknowledgement of Receipt of Request for Proposals Form” shall mean that the potential Offeror’s organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

Non Applicable

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events per Section II.A. All written questions must be addressed to the Procurement Manager as declared in Section I.C. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement

distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described per Section II.A. must be received before the deadline. Additional copies will be posted to: nmreta.com/transmission-lines.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME PER SECTION II.A. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.C.2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Renewable Energy Transmission and Storage Study. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Authority signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, per section II.A, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror(s) as per schedule Section II.A or as soon as possible, if the Evaluation Committee determines the selection of Finalist is necessary. If applicable, a schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II.A. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration if applicable.

10. Oral Presentations

A small number of Finalists may be asked to make an oral presentation to the Evaluation committee. The potential presentation will be made in a location designated in Santa Fe, New Mexico. Oral presentations will be held at RETA's sole discretion.

11. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II.A or as soon thereafter as possible. This date is subject to change at RETA's discretion. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, RETA reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new Procurement Process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Authority will award the Contract as per the schedule in Section II.A. or as soon as possible thereafter. This date is subject to change at RETA's discretion.

The Contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and RETA, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with § 13-1- 172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day, per Section II.A. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Sutin, Thayer & Browne, Protest Manager
Attn: Lynn E. Mostoller, General Counsel
Post Office Box 1945
Albuquerque, NM 87103

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

This procurement is exempt from New Mexico's competitive procurement processes. NMSA 1978, § 62-16A-3(I). This procurement, however, will follow the NM procurement processes. Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with RETA which may derive from this RFP. The Authority will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from RETA, before any subcontractor is used during the term of the Contract.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Non Applicable

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Authority requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the Procurement Process, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the Procurement Process is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Authority. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the Procurement Process), will be discussed only between the Authority and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this Procurement Process and contract term, Offerors and Contractors must secure from the Authority written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Authority contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of RETA.

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Authority, the Offeror acknowledges that the version maintained by the Authority shall govern. Please refer to: nmreta.com/transmission-lines.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and

the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity and Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from State and, if applicable, from local public bodies if from a State price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B as a part of the proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

- A. Identify the submitting business entity.
- B. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- C. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than B above).
- D. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- E. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award. If there is none, enter "Not Applicable."
- F. Describe the relationship with any other entity which will be used in the performance of this awarded contract. If there is none, enter "Not Applicable."

G. Identify the following with a check mark and signature where required:

1. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
2. **Explicitly** indicate acceptance of Section V of this RFP; and
3. Acknowledge receipt of any and all amendments to this RFP.

H. Be signed by the person identified in Paragraph 30.B. above.

31. Pay Equity Reporting Requirements

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

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible

for award of contract by any federal entity, state agency or local public body;

2. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in Paragraph A of this disclosure; or
 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to RETA if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in

termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the Contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Authority or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Authority may terminate the involved contract for cause.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

RETA will not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover.

Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One ORIGINAL, three HARD COPIES, and two electronic copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPIES shall be in separate labeled binders. **The electronic version/copy CANNOT be emailed.**

Proposals containing confidential information **must** be submitted as two separate binders:

1. **Unredacted** version for evaluation purposes; and
 2. **Redacted** version (information blacked out and not omitted or removed) for the public file.
2. **Cost Proposals** – One ORIGINAL, three HARD COPIES, and two electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPIES of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One unredacted CD/USB, one redacted CD/USB). The electronic version CANNOT be emailed.

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Table of Contents
- B. Technical Specifications Factors
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Mandatory Specifications
- C. Provide a description of relevant experience conducting studies of renewable energy transmission systems;
- D. Provide a description of relevant experience conducting studies of renewable energy storage systems; and
- E. Include two specific examples of related or relevant studies that the Offeror has performed or provided oversight.
- F. Business Specifications
 - 1. Signed Letter of Transmittal
 - 2. Offeror's Additional Terms and Conditions
 - 3. Signed Campaign Contribution Form
 - 4. New Mexico Preferences (if applicable)
- G. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- A. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated on the Cost Response Form, attached as Appendix D. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form. The total Cost Proposal may not exceed \$375,000.00.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

RETA is seeking a Contractor to:

- Partner with RETA's Executive Director to conduct an analysis to expand the New Mexico transmission grid and create a survey instrument identifying, among other things, developable renewable energy capacity. The overall objective of this effort ("Study") is to identify a state-wide transmission plan that will be robust under most, if not all planning scenarios through the next 10-12 years. This will be used to provide direction to state regulators, project developers and legislators. Tasks the Contractor will address include:
- Tasks and sub-tasks:
 1. Identify developable renewable energy capacity
 - a. Location
 - b. Amount and timing
 2. Identify delivery scenarios to be addressed by transmission expansion
 - a. Northern New Mexico – Rio Grande Valley
 - b. Southern New Mexico
 - c. Delivery to Arizona, Utah and Colorado at Four Corners
 - d. Other Western States
 - e. Eastern Grid
 - f. Amount of delivery and timing
 - i. Establish normal, high and low growth scenarios.
 - ii. Effects of SB 489
 3. Establish and evaluate transmission alternatives that can accommodate the most likely capacity and delivery scenarios.
 - a. Identify feasible corridors from a land use and permitting perspective.
 - b. Establish high-level parameters for line and station design (voltage levels, conductors, bundling, series compensation, shunt compensation) some of this will be iterative and require adjustments to improve outcome of technical studies.
 - c. Establish new technologies that will be incorporated to manage cost and operation of higher renewable capacity on the grid.
 - d. Establish permitting and construction time-frames.

4. Perform technical studies of alternatives to demonstrate achieved transfer capability and adherence to NERC reliability standards.
 5. Perform economic assessment of recommended alternatives to identify direct and indirect costs and benefits.
 6. Provide a report documenting the tasks performed, outcome of analysis and rationale behind recommendations.
- Applicant shall analyze electric grid data, renewable resource and economics, as well as other cost and permitting related issues in order to describe the development path and related costs and total revenue needed to support varying levels of generation and transmission development.
 - The Study must cover the entire grid system within New Mexico's state boundaries including the potential impact on major high-voltage interties within WECC but also including ERCOT and EPCC interties if applicable.
 - Applicant must have access to pertinent data from electric load serving entities LSE's, generators, demand-side providers, and any other entities relevant to transmission planning within New Mexico's grid.
 - For the purposes of this Study, "transmission" is defined as any system component operating at 115 kV voltage or higher.
 - Applicant shall utilize a scenario planning approach to address the uncertainties of alternate grid futures through the 10-12 year planning horizon.
 - The Study will incorporate High and Low load growth demand scenarios as well as alternative locations for clusters of new generation which result in a High and Low generation profile.¹
 - The Study shall evaluate the merits of alternative configurations of New Mexico's transmission and generation network. That is, the future network will be more than a collection of lines and facilities – it must operate as an integrated system.
 - Applicant shall utilize a variety of computer models and subject matter expertise to provide an in-depth technical analysis of planning options; this task will be conducted with external consultation as required to ensure consistency with recent policies enacted by the State of New Mexico.² In addition, this analysis will take into account BB2, SunZia, Western Spirit, Southline, and others Projects currently in development.
 - The Study should incorporate to some degree the goals in SB 489 Energy Transition Act, but the analysis is not required to rigorously adhere to its underlying assumptions.

¹ All demand and generation projections shall be specified for WECC Reporting Area AZ/NM/SNV (downscaled to New Mexico) based on the most recent WECC Information Summary; also see TEPPC Study Program (WECC) for other information related to regional transmission projects and assumptions.

² The proposed model suite will consist of engineering and economic models which may be stand-alone or separately executable.

- The total renewable capacity of New Mexico’s existing transmission lines shall be estimated as a benchmark for current development; potential capacity additions of wind and solar plant within New Mexico shall also be estimated³ including annual energy production Megawatt-hours MWh for High and Low Generation scenarios.
- Realistic assessments of licensing requirements, land acquisition for easements, and regulatory approval time frames (including best guess estimates of potentially contested approval delays) should inform cost estimates.
- The engineering model shall be utilized to identify new and uprated transmission corridors, double or single circuit construction, potential changes in transmission operating voltage, ancillary components needed such as transformers, shunts and other active or passive equipment required to maintain acceptable system performance of the New Mexico's grid operation as renewable capacity develops during the next 10-12 years. In all cases reliability requirements must be maintained.
- Proposed transmission capacity upgrades should be evaluated with respect to flows that could occur that would require material changes in generation dispatch; to the extent practicable generator firming requirements MWh shall also be reported if forecasted system variability exceeds normal utility planning limits.⁴ Additionally, recommended transmission additions or capacity upgrades should be evaluated as to the most efficient sequencing to support renewable energy development.
- Applicant shall certify that a fully-enumerated set of AC-feasible transmission projects have been analyzed before selecting recommended upgrades or new circuits; recommended transmission projects must be reported as necessary additions within the planning scenarios.
- The engineering model shall be applied, using quantitative planning metrics, to certify that proposed changes to New Mexico's grid can reliably and economically support continuous delivery of power during forecasted 2020, 2025, and 2030 peak demand periods.
- To the extent possible and without violating FERC CEII date restrictions, any models utilized shall be provided to RETA in a format that allows RETA or a third party of RETA's choosing to use for further analysis. Commercially licensed models will be identified with the cost of their acquisition noted. Entirely proprietary models shall not be utilized without RETA's prior permission. (*See footnote 2*).
- The Study shall incorporate new technologies (to the extent that they may become economic and relevant to New Mexico’s grid expansion within 10-12 years) for microgrid, energy storage, active transmission devices, demand resources, and management of transmission-level facilities.

³ Renewable capacity equals coincident generation output located within economically-developable distances of each interconnecting transmission corridor; for reporting purposes, results shall be categorized within NREL Wind Regions 88-93 for time periods H3 (summer) and H12 (winter)

⁴ The degree to which New Mexico’s renewable projects can provide firm capacity must be quantified using appropriate planning metrics selected in consultation with LSEs.

- The economic model shall report results from an in-depth evaluation of impacts for various scenarios of renewable energy development that may include, but are not limited to, return on investment, ratepayer costs, renewable energy development, job creation, and state tax revenue.⁵
- Study results reported by the engineering and economic models shall be organized under four planning scenario headings consisting of the following pairs of outcomes: High Growth-Low Generation; Low Growth-Low Generation; Low Growth-High Generation; Low Growth-Low Generation. All scenarios should be viewed from a total New Mexico load standpoint.
- Provide specific and actionable observations and recommendations that could occur in the next 10 to 12 years; Key information to be provided includes:
 - Total line miles of transmission corridor developed to interconnect renewable energy capacity over the planning horizon
 - Total nameplate renewable capacity potentially developable
 - Total revenue needed to support this level of development
 - Validation of the generation-transmission system operating feasibility
 - Total jobs created and Direct plus Indirect, Induced impacts to the state’s economy
 - At a macro-economic level attempt to evaluate potential residential and commercial ratepayer impacts, comparing customer benefits from delivered renewable energy with generally published utility generation and transmission costs. Note: This is not intended to create a requirement that potential carbon emission costs be analyzed.
 - Evaluate regulatory requirements, looking for any steps that could streamline approval processes without materially degrading governmental oversight.
- Within 30 days of study award prepare a detailed schedule for study tasks including key tasks, major milestones, and specific deliverables.
 - Provide technical support for a one-day statewide planning workshop with participants from RETA, in-state utilities State agencies and other entities to evaluate scenario assumptions and to identify collaborative efforts needed to refine data used to conduct the Study.
 - Provide interim findings and progress as important milestones are reached to a small advisory board comprised of both industry, academic, and governmental experts to be selected by RETA. To the extent feasible, incorporate advisory board observations into study tasks.

⁵ Employment impacts shall be reported using the metric FTE-Years (one “job” equals one Full Time Equivalent FTE for one-year duration as temporary or permanent); project costs shall be stated as cumulative amounts at each development phase using constant 2020 dollars.

- Provide a final draft report of the Study’s findings by January 15, 2020 that can be used by RETA and EMNRD for policy direction by state regulators, project developers, and legislators.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must:

- Provide a description of relevant experience with studying and evaluating renewable energy development, storage technologies, and transmission lines;
- Demonstrate it has knowledge and expertise in New Mexico resources, New Mexico renewable energy development, New Mexico existing and planned transmission resources, storage technologies, western power markets (with an emphasis on renewables), the requirements in western states for renewable energy standards, and New Mexico renewable energy standards;
- Describe the organization’s capabilities as they relate to the services proposed by the Offeror. Describe how the organization will utilize qualified staff to provide required services. Provide resumes of staff who will be responsible for performing the study and creating the deliverables as attachments.
- If a portion of the scope of work will be outsourced to another individual or organization; provide information on the capability of the subcontractors including resumes of subcontract staff as attachments, or required qualifications if subcontractors have not been identified.

2. Organizational Experience

Offerors must:

Provide three references from projects performed for organizations, to include a minimum of one reference for a study related to renewable energy or transmission.

Offerors shall submit the following Business Reference information as part of Offer:

- i. Client name;
- ii. Project description;
- iii. Project dates (starting and ending);
- iv. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- v. Staff assigned to reference engagement that will be designated for work per this RFP; and

- vi. Client project manager name, telephone number, and e-mail address.

3. Oral Presentations

To the extent they are utilized, oral presentations will be evaluated on the ability of the Offeror to communicate credibly and accurately the process that will be utilized to conduct the study and how schedule variations will be handled.

4. Mandatory Specifications

Offerors must:

- Provide a detailed description of overarching strategy for successful design and execution of this study;
- Provide documentation and evidence-based rationale for any analyses, measurement, or modeling to be used in the execution of this study;
- Provide a detailed work plan and schedule for completing all tasks; and
- Provide a plan for providing a comprehensive report (to include interpretations of findings) on the outcomes of the study.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Bidders will provide a comprehensive discussion of their financial capacity to perform the study including their current liquidity and credit support.

2. Performance Surety Bond

Non Applicable

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. All questions must be filled in with answers even if the answer is "Not applicable."

4. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of **any additional** terms and

conditions they expect to have included in a contract negotiated with the Authority. If no other additional terms and conditions are desired, then no response is necessary for this specification.

5. Campaign Contribution Disclosure Form

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

6. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be evaluated per the Factor Schedule. If Contractor requires progress payments, they must be tied to specific deliverables and milestones reflected in Offerors cost proposal.

D. PREFERENCES

1. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of § 13-1-21, Offerors must include a copy of their preference certificate in this section if applicable.

v. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV.C	Points Available
B. Technical Specifications	
B.1. Organizational Experience	20
B.2. Organizational References	10
B.3. Oral Presentations (if held)	0 to 10
B.4. Mandatory Specifications	Pass/Fail
B.4.a. Provide a detailed description of overarching strategy for successful design and execution of this study; Provide documentation and evidence-based rationale for any analyses, measurement, or modeling to be used in the execution of this study; Provide detailed work plan and schedule for completing	50 to 60 (depending on whether Oral Presentations are held)

all tasks; and Provide a plan for providing a comprehensive report (to include interpretations of findings) on the outcomes of the study.	
Business Specifications	
C.1. Signed Letter of Transmittal	Pass/Fail
C.2. Offeror's Terms and Conditions	If applicable
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4. Scope compliance within budget cost	10
TOTAL	100 points
D.1 New Mexico Preference / Veteran Preference (supplemental)(if applicable)	0Pts / 5pts / 10pts

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organization Experience

Points to be assigned

2. Organization References

Points to be assigned

3. Oral Presentations

If Applicable

4. Mandatory Specifications

Points to be assigned

C. Business Specifications

1. Signed Letter of Transmittal

Pass/Fail only. No points assigned.

2. Offeror's Terms and Conditions

If applicable only. No points assigned.

3. Signed Campaign Contribution Form

Pass/Fail only. No points assigned.

D. Cost

Points to be assigned

E. Preferences

1. New Mexico Preference / Veteran Preference

Supplemental Point to Add Above the Total Maximum

0 Points for No Preferences

5 Points for New Mexico Business Preference

10 Points for New Mexico Veteran Business Preference

New Mexico Preferences

A. New Mexico Business Preference

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

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point is 10 points. If the Offeror has provided the Resident Veteran's Certification Form the Preference Point is 10 points. The maximum for this Preference is 10 points.

F. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. If necessary, and at RETA's sole discretion, the responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to

RETA taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Renewable Energy Transmission and Storage Study

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **July 29, 2019**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Ginny Selvin, Procurement Manager
New Mexico Renewable Energy Transmission Authority
1225 S. St. Francis Drive, Suite E
Santa Fe, NM 87505
Email: ginny@nmreta.net

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2007), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

New Mexico Renewable Energy Transmission Authority

THIS AGREEMENT is made and entered into by and between New Mexico Renewable Energy Transmission Authority ("RETA"), hereinafter referred to as the "Authority," and [NAME OF CONTRACTOR], hereinafter referred to as the "Contractor," and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work: The Renewable Energy Transmission and Storage Study in accordance with the specifications set forth in the RFP for the same issued on July 17, 2019, which is incorporated herein in full.

2. Compensation.

A. The Authority shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Authority to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$375,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Authority when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY RETA. This Agreement shall terminate on [DATE] unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150 (2018), no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in § 13-1-150.

4. Termination.

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

B. Notice; Authority Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority proposes an amendment to the

Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and,

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

1. In accordance with NMSA 1978, § 10-16-4.3 (2011), the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority's contracting process;

2. This Agreement complies with NMSA 1978, § 10-16-7(A) (2011) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3. In accordance with NMSA 1978, § 10-16-8(A) (2011), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Authority's making this Agreement;

4. This Agreement complies with NMSA 1978, § 10-16-9(A) (2011) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iii) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. In accordance with NMSA 1978, § 10-16-13 (2011), the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. In accordance with NMSA 1978, §§ 10-16-3 (2011) and § 10-16-13.3 (2011), the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Authority.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Authority relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Authority if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Authority and notwithstanding anything in the Agreement to the contrary, the Authority may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of the law.

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

16. Equal Opportunity Compliance.

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

17. Applicable law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G) (1988). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and financial audit.

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

20. Indemnification.

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

21. New Mexico employees' health coverage.

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

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

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

22. Employee pay equity reporting.

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

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

23. Invalid term or condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the Authority:
New Mexico Renewable Energy Transmission Authority
c/o [Insert name]
1225 S. St. Francis Drive, Suite E
Santa Fe, NM 87505
[insert email].

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

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the latest signature below.

By: _____
Authority

Date: _____

By: _____
Contractor

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: **00-000000-00-0**

APPENDIX D

COST RESPONSE FORM

COST RESPONSE FORM

Yearly Fee: (A detailed cost proposal will be in Binder 2)

Includes all labor, materials, equipment, transportation, travel, and fees to provide the Services described in Section IV (as amended by any current RFP amendments for the period specified above), excluding New Mexico Gross Receipts Taxes.

Price: \$ _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL. Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

_____ No sub-contractors will be used in the performance of any resultant contract OR

_____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. _____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_____ I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature (Must be signed by the person identified in item #2, above)

Date

5095255