

**REQUEST FOR PROPOSALS FOR  
LONG TERM WHOLESALE POWER SUPPLY, SCHEDULING  
SERVICES  
AND  
PROJECT CAPITAL FINANCING**

RFP No. 100518

Packet No. 1



Project Name: Socorro Municipal Electric Facilities Design

Contracting Agency: City of Socorro

Address: 111 School of Mines Road, Socorro, New Mexico 87801

Telephone: (575) 835-0240

Date: August 30, 2018

Procurement Manager: Leopoldo (Polo) Pineda, Jr.

This form was prepared by the Local Government Division, Department of Finance and Administration,  
and is endorsed by the Professional Technical Advisory Board [ composed of the Consulting Engineers Council  
of New Mexico, New Mexico Society of Professional Engineers, the American Institute of Architects of New Mexico,  
the New Mexico Society of Surveyors and Mappers, and the New Mexico Society of Landscape Architects ]

## NOTICE OF REQUEST FOR PROPOSALS

Competitive sealed Proposals for LONG TERM WHOLESALE POWER SUPPLY, SCHEDULING SERVICES AND PROJECT CAPITAL FINANCING will be received by the Contracting Agency, the City of Socorro for: RFP No. 100518.

The Contracting Agency is requesting proposals for professional

☐ architectural services ☐ engineering services

☐ Surveying services ☐ Title search services

☒ Financial Services

for: City of Socorro Municipal Electric Facilities

Proposals will be received at: City of Socorro, 111 School of Mines Road, Socorro, NM 87801

Until October 5, 2018, 4:30 p.m.

Copies of the Request for Proposals can be obtained in person at the office of the Chief Procurement Officer at City of Socorro, 111 School of Mines Road, Socorro, NM 87801 or will be mailed or emailed upon written or telephone request to Leopoldo (Polo) Pineda, Jr. at (575) 835-0240 or [ppineda@socorronm.gov](mailto:ppineda@socorronm.gov).

A Pre-Proposal Conference Call ☐ will ☐ will not be held \_\_\_\_\_ MST.

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[for Contracting Agency's Use Only]

Newspaper: \_\_\_\_\_ Publish: \_\_\_\_\_ P.O. No. \_\_\_\_\_

Newspaper: \_\_\_\_\_ Publish: \_\_\_\_\_ P.O. No. \_\_\_\_\_

Newspaper: \_\_\_\_\_ Publish: \_\_\_\_\_ P.O. No. \_\_\_\_\_

[Note: This Notice is issued pursuant to the requirements of Section 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (Section 13-1-113) and published in a newspaper of general circulation in the area.]

## **Table of Contents**

I.	Scope of Work .....
II.	Definitions and Terms .....
III.	Request for Proposal Documents .....
IV.	Proposal Submittal Procedures .....
V.	Consideration of Proposals.....
VI.	Post-Proposal Information.....
VII.	Campaign Contribution Disclosure and Prohibition .....
VIII.	General Terms and Conditions.....
IX.	Insurance Requirements .....
X.	Proposal Evaluation Criteria.....

### **Attachments:**

- A. Acknowledgment of Receipt
- B. Campaign Contribution Disclosure Form
- C. Acknowledgement of Receipt of Amendments

### **Exhibits:**

- Exhibit A: Service Area (Industrial Corridor + Tech load)
- Exhibit B: Total City load

### **Figures:**

- Figures 1 and 2: Industrial Park Corridor Study Area and Facilities
- Figure 3: Current distribution feed to the NM Tech campus electric drop

## I. SCOPE OF WORK

### 1. Introduction

The City of Socorro is seeking proposals from interested parties for long term wholesale power supply along with scheduling services for the City Service Area, defined as the Industrial Park Corridor and the New Mexico Institute of Mining and Technology (NM Tech), commencing as early as July 1, 2020. In addition, the City seeks project financing for its proposed Service Area to include the costs of the legal, engineering, and design, and the construction and commissioning of a substation, distribution lines, transformers, secondary services lines as well as maintenance equipment necessary to serve the Service Area (Industrial Park Corridor and NM Tech). Figures 1 and 2 show the Industrial Park Corridor study area and facilities map, and Figure 3 shows the current distribution feed to the NM Tech campus electric drop.

The City also seeks proposals (indicative or otherwise) for power supply and project financing for the acquisition of: (1) the Socorro Electric Cooperative (SEC) system serving the City of Socorro, and (2) the entirety of the SEC system.

As developed further in this proposal, the following table summarizes the proposals sought relative to wholesale power and project financing:

TERRITORY TO BE SERVED:	WHOLESALE POWER PROPOSAL:	PROJECT FINANCING PROPOSAL:	
		<i>Engineering, Legal</i>	<i>Project Capital</i>
Service Area	Yes	\$450,000	\$5M-\$7M <sup>1</sup>
City Limits	May be indicative	\$500,000	\$17m-\$20m; may be indicative <sup>2</sup>
Entire SEC	May be indicative	\$500,000	\$50m; may be indicative <sup>3</sup>

Proposers are encouraged to submit, at a minimum, a proposal that provides a firm power cost for the Service Area, a firm power cost for the Service Area that includes estimated engineering and legal, and a firm power cost that includes both estimated engineering/legal costs and project capital. Separate pricing that includes

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<sup>1</sup> See the Phase 1 and Phase 2 Cost table on page 10 of this RFP. Estimated System costs (overhead and underground) plus contingency. Respondents may also include debt service, equipment and working capital.

<sup>2</sup> Estimated Book value less depreciation.

<sup>3</sup> Estimated Book value less depreciation.

engineering/legal and project capital costs allows the City to assess the availability and economic advantages of obtaining public financing through the sale of municipal or utility revenue bonds for the project(s).

Socorro intends to arrange transmission service for final delivery to its system but requires that delivery under this RFP be assumed to be either Public Service Company of New Mexico's (PNM) system at Four Corners 345kV or San Juan 345kV, or, Tri-State Generation and Transmission Association, Inc.'s (TSGT) 230kV/115kV system in central/southern New Mexico (Delivery Points). Other Delivery Points may be acceptable to Socorro. Suppliers should assume that Socorro will obtain the transmission rights to deliver from the Delivery Points to Socorro through PNM transmission and/or TSGT transmission as required based on the Delivery Point indicated in any proposal.

## **2. Background**

### **2.1 Socorro.**

Socorro is located in Socorro County, New Mexico at an elevation of 4,579 feet. In 2012 the population was 8,906. It is the county seat of Socorro County. Socorro is located 74 miles south of Albuquerque, New Mexico and 146 miles north of Las Cruces, New Mexico. Major employers in Socorro include the New Mexico Institute of Mining and Technology (NM Tech), the Bureau of Land Management, Socorro General Hospital, the National Radio Astronomy Observatory, municipal and county governments, and Socorro Consolidated Schools. A large number of small businesses are represented by the Socorro County Chamber of Commerce. NM Tech is a state-funded research and teaching-oriented university located within the City limits. NM Tech has approximately 1,500 undergraduate students, 500 graduate students, and 150 academic staff.

Socorro and its residents and businesses receive electric service from SEC, a cooperative electric distribution utility regulated by the New Mexico Public Regulation Commission. Wholesale electric supply is provided to SEC by and through TSGT. Such SEC electric supply is delivered by TSGT over TSGT transmission facilities in accordance with a transmission service agreement between TSGT and Public Service Company of New Mexico (PNM). SEC's tariffs and its supply contract with TSGT are available on the City's website at [socorronm.gov](http://socorronm.gov), under "Announcements – City of Socorro Municipal Utility Information."

The City of Socorro has conducted a preliminary estimate of value, a municipal utility feasibility study investigating the acquisition or (more likely) the construction of electric utility assets within the City and a Request for Information (RFI) for wholesale electric supply. Copies of all relevant studies, the results of the RFI, and the SEC supply contract with TSGT are publicly available on the City's website at [socorronm.gov](http://socorronm.gov), under "Announcements – City of Socorro Municipal Utility Information." Forsgren Associates, Inc. (FAI) developed the preliminary feasibility study based on its inventory and valuation of assets, determination of current wholesale power supply options, derivation

of the total operating cost and debt service, City revenue requirements and rate impact analysis for that portion of the load located within the City.

In March 2018, the City put SEC on notice that it was in trespass on City rights-of-way serving the Service Area, given the expiration of the franchise or right-of-way agreement between the City and SEC. More specifically, SEC was informed:

Given the passage of the Socorro Industrial Corridor Competitive Electric Power Ordinance (S-Corridor Power Ordinance), and given the expiration of the City Ordinance granting Socorro Electric Cooperative, Inc. (SEC) a franchise to construct, acquire, operate and maintain an electric system within the City limits of Socorro (Franchise), please be informed that the City hereby puts SEC on notice that effective no later than January 1, 2020, SEC shall be considered in trespass on that right-of-way located within the City's Industrial corridor (S-Corridor ROW), generally described as that 800 acres of property located on the southwest side of the City, adjacent to the railroad and bisected by U.S. 60.

Please also be informed that commencing Summer 2018, the City will begin the study and survey of such S-Corridor ROW and may make entry on or through such ROW for the purpose of siting and constructing new infrastructure. Upon completion of such studies and surveys, (1) the City will refine this notice of trespass to include the exact ROW impacted, and (2) the City will promptly inform SEC of any SEC facilities that may have to be removed or relocated to accommodate the City's project. In no event will the City provide less than six months' notice of the need to remove or relocate SEC facilities.

The estimated system load within the City limits has a demand of 15.38 Megawatts and energy consumption estimated at 78,332 Megawatt-Hours annually. The table below provides estimates of the number of electric customers and electric revenues (of the incumbent provider) located within the City limit of Socorro.<sup>4</sup>

	No. of Customers	kWh sales	Revenues: Fixed Rates	Revenues: Marginal Rates	Revenues
<b>Residential</b>	<b>2,802</b>	<b>17,592,682</b>	<b>\$504,360</b>	<b>\$2,220,687</b>	<b>\$2,725,047</b>
<b>Commercial</b>	<b>394</b>	<b>17,881,958</b>	<b>NA</b>	<b>NA</b>	<b>\$2,250,421</b>
<b>Industrial</b>	<b>10</b>	<b>35,746,808</b>	<b>NA</b>	<b>NA</b>	<b>\$3,796,115</b>
	<b>3,206</b>	<b>71,221,448</b>			<b>\$8,771,584</b>

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<sup>4</sup> Based on 2013 data.

## 2.2 SEC

SEC is located in central New Mexico and occupies portions of Valencia, Catron, Cibola, Sierra and Socorro counties. As of 2017 SEC reported approximately 12,700 customers and 8,277 members. 3,580 of the members reside in SEC's District 3, which includes the City of Socorro. The SEC 2017 annual report filed with the New Mexico Public Regulation Commission (NMPRC)<sup>5</sup> indicates 172,948,455 total kWh provided by SEC, a June 2017 peak demand of 33,261 KW and an annual load factor of 64%. It is estimated that the City accounts for 41% of the consumed SEC kWhs. The 2016 and 2017 annual reports as audited<sup>6</sup> also indicate:

	<u>2017</u>	<u>2016</u>
Book Value Less Depreciation:	\$50.1 m <sup>7</sup>	\$49.7 m
Long Term Debt	\$39.4 m	\$41.7 m
Operating Revenues	\$24.7 m	\$24.5 m
Purchased Power Costs	\$14.4 m	\$14.1 m

Nearly 60% of SEC operating revenues are attributable to purchased power. Almost one hundred percent of purchased power is acquired from TSGT at an **average cost of 7.64 cents in 2017 and an average cost of 7.33 cents in 2016**.

SEC is in the process of completing a cost of service study to establish new rates and plans to have **new rates in effect in November 2018**. In addition, **TSGT is expected to increase rates for all member coops again in January 2019**. The SEC rate increase appears imminent despite a 2017 increase in Net Margins to \$1,939,357 (or 7.7% of operating revenues), up from net margins of \$1,091,138 in 2016.

The rate increases could be further exacerbated if SEC continues to lose residential customers as it has over the last several years (2009 – 2014). University of New Mexico population forecasts suggest this trend will continue well into the future.

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<sup>5</sup> The 2016 and 2017 SEC Annual Reports are located on the City's website; 2006-2017 annual reports can be found at [nmprc.state.nm.us/consumer-relations/company-directory/cooperatives/socorro-electric-coop/index.html](http://nmprc.state.nm.us/consumer-relations/company-directory/cooperatives/socorro-electric-coop/index.html).

<sup>6</sup> Socorro Electric Cooperative, Inc. Financial Statements With Accompanying Information For The Years Ended December 31, 2017 and 2016 and Report Of Certified Public Accountants Bolinger, Segars, Gilbert & Moss, L.L.P. Certified Public Accountants Lubbock, Texas.

<sup>7</sup> This compares to an estimated 2014 book value less depreciation of \$55 million.

		<u>SEC Total</u>	<u>City-only</u>
Original Cost	=	\$79.2 M	\$25.7 M
Accumulated Depr.	=	\$24.2 M	\$ 7.9 M
OCLD	=	\$55.0 M	\$17.8 M

**City studies and requests for information revealed that power costs can be reduced by as much as 30% for service to the entire City.** The savings are expected to be more if the SEC and TSGT rates increase between now and January 2019.

### **2.3 Forecasted Load Requirements**

The estimated monthly energy and peak demands for the first year period July 1, 2017 thru June 30, 2018 are shown below for the Industrial Corridor, NM Tech and the City. The projected system demand and energy needs by month and year for ten years are attached as:

Exhibit A: Service Area (Industrial Corridor + Tech load)  
Exhibit B: Total City load

#### **ELECTRIC POWER ESTIMATES Industrial Park / Tech / City**

<b>MONTH</b>	<b>INDUSTRIAL PARK EST. PEAK DEMAND (MW)</b>	<b>INDUSTRIAL PARK EST. ENERGY (MWh)</b>	<b>TECH PEAK DEMAND (MW)</b>	<b>TECH EST. ENERGY (MWh)</b>	<b>SOCORRO PEAK DEMAND (MW)</b>	<b>SOCORRO EST ENERGY (MWh)</b>
July	2.83	1,440	4.53	2,300	13.3	6,645
August	2.71	1,300	4.38	2,100	12.9	6,290
September	2.64	1,290	4.27	2,090	12.6	6,035
October	2.20	1,265	3.72	2,140	10.95	6,120
November	1.80	980	3.20	1,750	9.42	5,490
December	2.29	1,290	3.73	2,100	11.0	6,025
January	2.08	1,230	3.57	2,110	10.50	6,030
February	2.07	1,130	3.58	1,950	10.50	5,780
March	2.15	1,250	3.66	2,130	10.8	6,085
April	2.27	1,270	3.82	2,135	11.2	6,105
May	2.27	1,155	3.81	1,940	11.2	5,800
June	1.93	905	3.39	1,590	10	5,210
	Annual Use	14,505	Annual Use	24,335	Annual Use	71,615

Use estimates in this table are derived from limited data obtained direct from users' electric bills. Usage is projected from incomplete data and compared to audit power sales as reported to the NM PRC. Information in the above table should be used for estimating



purposes only, and actual data from the Socorro Electric Cooperative should be used for accurate projections of actual power.

## **2.4 Generation Facilities**

The City does not currently own or operate any generation. However, Socorro desires the option to pursue City-owned renewable or thermal generation in the future. The City requests any respondent to describe terms and conditions under which the respondent would incorporate City-owned generation capacity and transition the power supply contract to partial requirements service. Respondent should also describe the terms and conditions to provide scheduling and control services of City-owned generation facilities under the respondent's power supply contract.

## **2.5 Transmission and Points of Delivery**

Suppliers should assume that Socorro will obtain the transmission rights to deliver from the Delivery Points to Socorro through PNM Transmission and/or TSGT transmission as required based on the Delivery Point indicated in any proposal. The City requires the respondent to be responsible for the arrangement of, and demonstrate the ability to, deliver firm power and energy to the Delivery Points.

## **2.6 Project Financing**

**2.6.1 Service Area (Industrial Park Corridor and NM Tech).** In addition to the power supply and scheduling services indicated above and later in this RFP, the City seeks project capital for the legal, engineering, design, and the construction, and commissioning of a substation, distribution lines, transformers, secondary services lines as well as maintenance equipment necessary to serve the Service Area. The City contemplates two phases of project financing implementation leading up to the energization date of electric service to the eligible customers of the City's municipal electric utility.

**Phase 1:** Phase 1 financing of \$450,000 should cover the following services: Detailed Load Analysis, Substation Design, Distribution System Engineering and Design, Wholesale Power Supply Procurement and Legal services.

**Phase 2:** Phase 2 financing (\$5m-\$7m)<sup>8</sup> should cover the substation and distribution equipment and material procurement, construction and commissioning of the electric delivery system and costs related to organizational and operational process development including reliability code compliance, meter reading, billing and collections and extend through sustaining utility operations (First Year Working Capital/Operations).

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<sup>8</sup> Estimated System costs (overhead and underground) plus contingency. Respondents may also include debt service, equipment and working capital.

The City requests proposals or indicative proposals for Project financing be structured in distinct financing packages, Phase 1 and Phase 2, to allow the City to assess the availability and economic advantages of obtaining public financing through the sale of municipal or utility revenue bonds for Phase 2 of the electric utility development Project. Project financing may also include, as necessary, a debt service reserve and costs of any debt issuance. The City estimated costs are presented below.

<b>Phase 1</b>	<b>Overhead</b>	<b>Underground</b>
Legal & Engineering/Design	\$400,000	\$ 400,000
Load Analysis/Power Supply	\$50,000	\$50,000
<b>Phase 2</b>		
System Costs <sup>9</sup>	\$4,247,500	\$5,988,400
20% Contingency	\$849,500	\$1,197,680
Debt Service Reserve	\$400,000	\$525,000
Cost of Issuance	\$83,154	\$111,710
Maintenance Equipment	\$422,000	\$422,000
First Year Working Capital-Operations	\$950,000	\$950,000

These estimates assume a tax-exempt loan or bond, a term of 20 years, and a blended interest rate of 3.526% (includes .50% bump in rates).

The City is willing to consider any other loan facilities or tailored financing structures, including a power supply rider, so long as the same covers the estimated Phase 1 and/or Phase 2 projected costs.

Please keep in mind that a primary characteristic of a qualified respondent is financial capacity. Any proposal must demonstrate that the proposer is capable of and committed to performing under the anticipated contract and has a strong credit rating and balance sheet. The financial strength of the proposer and the ability to bring equity or other private financing to the project will be assessed prior to entering into any contractual arrangements. If using the financials of a parent company, the respondent must provide

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<sup>9</sup> Estimated System costs include:

EQUIPMENT	COST
Substation	\$1,410,000
Overhead Distribution Lines	\$2,387,500
Underground Distribution Lines	\$3,450,000
Transformers	\$221,600 OH/\$443,200 UG
Secondary Service Lines	\$228,400 OH/\$685.200 UG

the City with a parent company guarantee which shall be maintained in full force and effect from the Effective Date until 30 days after the final day of any PPA or other agreement.

### **2.6.2 Project Financing for City Limits and Entirety of SEC.**

As noted in the Introduction above and discussed in the body of this RFP, respondents should assume Phase 1 financing of \$500,000 to cover the following services: Detailed Load Analysis, Substation Design, Distribution System Engineering and Design, Wholesale Power Supply Procurement and Legal services. Phase 2 financing should cover estimated book value less depreciation of the system located in the City and/or the book value less depreciation of the entire system.

<b>TERRITORY TO BE SERVED:</b>	<b>WHOLESALE POWER PROPOSAL:</b>	<b>PROJECT FINANCING PROPOSAL:</b>	
		<i>Engineering, Legal</i>	<i>Project Capital</i>
<b>City Limits</b>	May be indicative	\$500,000	\$17m-\$20m; may be indicative
<b>Entire SEC</b>	May be indicative	\$500,000	\$50m; may be indicative

### **3. Schedule**

RFP Issued .....	<u>08-30-2018</u>
Notice of Intent Due.....	<u>09-16-2018</u>
Pre-Proposal Questions/Clarifications Due .....	<u>09-20-2018</u>
Proposals due at City Hall 5:00 pm .....	<u>10-05-2018</u>
Proposals selected for detailed evaluation .....	<u>TBA</u>
Negotiate contract terms and conditions with finalists .....	<u>TBA</u>
Obtain appropriate Governing Body approvals .....	<u>TBA</u>

## INSTRUCTIONS TO OFFERORS

### II. DEFINITIONS AND TERMS

- 2.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 2.2 **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 2.3 **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section13-1-52 NMSA 1978).
- 2.4 **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- 2.5 **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 2.6 **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section13-1-81 NMSA 1978).
- 2.7 **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section13-1-83 NMSA 1978).
- 2.8 **Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section13-1-85 NMSA 1978).
- 2.9 The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- 2.10 The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### **III. REQUEST FOR PROPOSAL DOCUMENTS**

#### **3.1 COPIES OF REQUEST FOR PROPOSALS**

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

#### **3.2 INTERPRETATIONS**

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

#### **3.3 ADDENDA**

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.
- B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

#### **IV. PROPOSAL SUBMITTAL PROCEDURES**

##### **4.1 NUMBER, FORM AND STYLE OF PROPOSALS**

- A. Offerors shall provide 5 copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-side;
- C. A maximum of 30 pages, including title, index, etc., not including front and back covers.
- D. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
- 1) Letter of Transmittal, including Company name, address, primary contact, his or her phone number, address, e-mail address and fax number. The letter should also note any limitations preventing Offeror from providing any services described in this RFP;
  - 2) One page statement describing Project Understanding for Power Supply, Phase 1 Project Financing and Phase 2 Project Financing;
  - 3) Qualifications and Past Record of Performance concerning any proposal including qualifications of management team;
  - 4) Identification, qualifications and past record of sub-consultants;
  - 5) Proximity to or familiarity with the area in which the project is located;
  - 6) Response to Proposal for Power Supply and Project Financing. This shall include:
    - a. **Power Supply Pricing:** The City understands that there may be multiple options for meeting the capacity and energy requirements of the City as well as the project financing. The City will consider multiple offers from any respondent. Each offer needs to be clearly identified. Supplier shall indicate which load is proposed to be served, i.e. Load 1: Service Area (Industrial Corridor + NM Tech), or, Load 2: Total City. However, respondents are encouraged to submit at least a Service Area proposal.

- a. Delivery Point(s) – Supplier shall indicate the Delivery Points Supplier will deliver the firm power.
- b. Pricing – Supplier shall indicate the total cost of power delivered to the Delivery Point(s) as indicated above. Such pricing may be in the form of a Firm Energy Price (\$/MWh) or may be structured with a Monthly Demand Charge (\$/kW-Month) and separate Energy Charge (\$/MWh).
- c. Supplier shall indicate if its proposal will include reimbursement to the City for any of the following ancillary services to be acquired by the City from PNM and/or Tri-State for transmission services from the Delivery Point to the City.
  - 1) Schedule 1 - Scheduling, System Control and Dispatch Service;
  - 2) Schedule 2 – Reactive Supply and Voltage Control
  - 3) Schedule 3 - Regulation and Frequency Response Service;
  - 4) Schedule 5 - Energy Imbalance Service;
  - 5) Schedule 5 - Operating Reserves (Spin);
  - 6) Schedule 6 - Operating Reserves (Non-Spin);
  - 7) Redispatch;
  - 8) Energy Losses.

**b. Project Financing:** Respondent shall propose one or more project financing sums and mechanisms, including how the same shall be recovered (i.e. through rates, loan facilities or other tailored financing structures) so long as such financing proposal identifies the territory to be served, and separately, (a) engineering/legal costs and (b) engineering/legal costs plus the construction and commissioning of a substation, distribution lines, transformers, secondary services lines.

Project financing may also include, as necessary, a debt service reserve, and costs of any debt issuance, maintenance equipment and working capital.

The City urges respondents to separately identify and price any proposal that includes the financing of capital assets. In this way, the City may assess the availability and economic advantages of obtaining public financing for such assets through the sale of municipal or utility revenue bonds for the project(s).

**c. Minimum Term of Proposal:** The City would prefer proposals that supply capacity and energy be for a minimum term of 10 years but may consider proposals for more or less than 10 years, contingent on the project financing mechanism proposed. All Proposals must be valid through January 2019, pending evaluation by the City and the beginning of contract negotiations between the City

and the winning respondent. The respondent should note the latest date which it will honor the pricing provided in the proposal.

**d. Transmission Scheduling Agent:** The respondent should identify its ability, acceptability, and cost to be identified by the City as its designated transmission scheduling agent under the City's proposed transmission services contract with PNM and/or TSGT.

**e. Reliability of Power Supply:** The respondent should describe the reliability of the power supply at the Delivery Point. Information should include description of any power supply source(s), ownership/control of the source(s), and transmission arrangements for delivery to the Delivery Point.

7) Most recent three year's audited financial statements and financial ratings. The Respondent must provide sufficient evidence of financial and operational capability to provide the services outlined in the proposal during the contract term. The financial and operational viability of any third parties relied upon by the respondent for providing service to the City must also be demonstrated. The respondent, its parent, and any other guarantor of services under the respondent's proposal, must provide audited financial statements from the previous three years in order to demonstrate financial viability. If the respondent's guarantor has a credit rating, the most recent ratings reports must also be provided. Information submitted to demonstrate operational capability must include identification of the proposed transmission path and identification of proposed interconnection points with any and all transmission providers required to provide delivery of power and energy from the proposed resource(s) to the City;

8) Three (3) references; and

9) Any appendices, including other forms as required by this RFP, including:

- a. Acknowledgment of Receipt
- b. Transmittal Letter
- c. Campaign Contribution Disclosure Form
- d. Acknowledgement of Receipt of Amendments
- e. Insurance Certificate
- f. NM or Veterans Resident Certificate
- g. IRS W-9 Form

E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not



be acceptable. Only matters which clearly are of a confidential nature will be considered.

- G. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### **4.2 SUBCONSULTANTS**

- A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

#### **4.3 PREQUALIFICATION PROCESS**

A business may be prequalified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (Section13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### **4.4 DEBARRED OR SUSPENDED CONTRACTORS**

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of Section13-1-177 through Section13-1-180, and Section13-4-11 through Section13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract

during the period for which it is debarred or suspended with the Contracting Agency.

#### **4.5 SUBMITTAL OF PRICE AND QUALIFICATIONS PROPOSALS**

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals. Proposals shall be included in 2 opaque sealed envelopes marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.
- B. The envelopes shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of each of the submittal envelopes: Project Title, Project No.,

Request for Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

- C. Proposals shall be submitted as follows: 30 page (max) Substantive response including qualifications and project understanding statement (as identified in Section 3.1 immediately above).
- D. Proposals received after the date and time for receipt of Proposals will be returned unopened.
- E. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
- F. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- G. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

#### **4.6 CORRECTION OR WITHDRAWAL OF PROPOSALS**

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

#### **4.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

#### **4.8 REJECTION OR CANCELLATION OF PROPOSALS**

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefor shall be made part of the project file (Section 13-1-131 NMSA 1978).

### **V. CONSIDERATION OF PROPOSALS**

#### **5.1 RECEIPT, OPENING AND RECORDING**

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (Section 13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (Section 13-1-116 NMSA 1978).

#### **5.2 PROPOSAL EVALUATION**

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  - 1) acceptable,
  - 2) potentially acceptable, that is, reasonably assured of being made acceptable, or
  - 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (Section 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (Section 13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within fifteen days after an award is made (Section 13-1-120 NMSA 1978).

D. Selection Process: (Section 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
  - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications;  
or
  - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to Section 13-1-104 NMSA 1978.

**5.3 NEGOTIATIONS (Section 13-1-122 NMSA 1978)**

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

## **5.4 NOTICE OF AWARD**

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (Section 13-1-100 and Section 13-1-108 NMSA 1978).

## **VI. POST-PROPOSAL INFORMATION**

### **6.1 PROTESTS**

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (Section 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (Section 13-1-173 NMSA 1978).
- C. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (Section 13-1-174 NMSA 1978).
- D. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and
  - 2) inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183 NMSA 1978.
- E. A copy of the determination issued under Section 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (Section 13-1-176 NMSA 1978).

### **6.2 EXECUTION AND APPROVAL OF AGREEMENT**

The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be

effective until it has been fully executed by all of the parties thereto.

### **6.3 NOTICE TO PROCEED**

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

### **6.4 OFFEROR'S QUALIFICATION STATEMENT**

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (Section 13-1-82 NMSA 1978)

## **VII. CAMPAIGN CONTRIBUTION DISCLOSURE AND PROHIBITION** (Section 13-1-112 NMSA 1978)

7.1 A prospective contractor subject to the provisions of Section 13-1-191.1 NMSA 1978 shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official (governing body) of the Grantee during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. See Attachment B – Campaign Contribution Disclosure Form.

7.2 The form shall be filed with this RFP.

7.3 A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

7.4 A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing or value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

7.5 A solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-181 NMSA 1978 if:

A. A prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

B. A prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

7.6 As used in this section:

A. *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;

B. *Family member* means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law;

C. *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;

D. *Prospective contractor* means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code, §13-1-28 NMSA 1978, or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or small purchase contract; and

E. *Representative of the 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.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **1. GOVERNING LAW**

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

### **2. INDEPENDENT CONTRACTORS**

The Consultant (design professionals) and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

### **3. BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Section 30-14-1, Section 30-24-2, and Section 30-41-1 through Section 30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Section 13-1-28 through Section 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

### **4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)**

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

### **5. FEES**

A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

### **6. FUNDING**

This solicitation is subject to the availability of funds to accomplish the work.

### **7. DESIGN PROFESSIONAL REGISTRATION**

All work shall be under the direction of the applicable design professional legally licensed and registered by the state.

### **8. PROFESSIONAL LIABILITY INSURANCE**

The Offeror [X] will [ ] will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.

### **9. CONTACT**

All correspondence, questions, notice of intent, submissions or other information relating to this RFP shall be directed to:

City Of Socorro  
Leopoldo (Polo) Pineda, Jr.  
Chief Procurement Officer/IT Director  
111 School of Mines Rd.  
Socorro, NM 87801  
(505) 835-0240  
E-Mail: [ppineda@socorronm.gov](mailto:ppineda@socorronm.gov)



## IX. INSURANCE REQUIREMENTS

Proposer shall obtain and maintain at their own expense throughout the life of contract the following insurance in the amounts shown below with insurance companies authorized to do business in and or for the State of New Mexico, covering all services under the agreement for services whether performed by the selected firm, its agents or employees. If necessary, insurance coverages shall be coordinated with the City's existing insurance program. Proposer shall furnish to the City certificates of insurance in form satisfactory to the City, showing that they have complied with this provision.

- Comprehensive commercial, general and automobile liability for injury and death, and damage to real property in an amount not less than \$2,000,000 combined single limits for bodily injury and/property damage. The City shall be named as an additional insured.
- Workers' Compensation insurance for the firm's employees in accordance with the requirements of the State of New Mexico.
- Excess liability insurance in an amount not less than \$2,000,000 per claim and in the aggregate. (above amounts are used from a template, we can change).

Alternatively, respondent shall state its willingness and ability to provide the City with required insurance coverage prior to execution of any associated agreement(s). The insurance coverage required for this RFP is as follows:

General Liability:	<b>\$2,000,000</b>
Automobile Liability:	<b>\$1,000,000</b>

Workers' Compensation insurance covering all of Proposer's employees shall be furnished in accordance with the Statutory Requirements of the State of New Mexico and shall include Employers' Liability insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.

## X. PROPOSAL EVALUATION CRITERIA

The proposal will be evaluated using the following criteria:

- Reliability of proposed power supply – should be WSPP service schedule C (10 points)
- Demonstrate/affirm reliability of delivery to the Delivery Point (10 points)

- Total delivered cost of power<sup>10</sup> (40 points)
- Discrete Generation identification (i.e. coal, gas, hydro, etc.) (5 points)
- Minimization of the risks of future power supply cost changes (20 points)
- Term of power supply contract (10 points)
- Cost of Project Financing Mechanism (35 points)
- Mechanism for recovery of Project Financing (30 points)
- Term of Project Financing Mechanism (10 points)
- Financial viability of the respondent, including its parent or any other guarantor of services under the respondent's proposal (please include copies of the most recent Moody's/Fitch/S&P ratings reports for the performance guarantor) (30 points)

The City reserves the right to consider any other factors they deem relevant to their respective power supply needs.

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<sup>10</sup>The total cost of power delivered to the City will be based on the respondent's proposed pricing and take into account any additional costs required for the City to utilize the proposed power supply resource(s), including losses, imbalance charges, reserve capacity charges, transmission charges, financing costs and any other costs required to deliver the required capacity and energy to the City.

## *Attachment A*

### **Acknowledgement of Receipt of Proposal RFP No. 100518**

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of 40 pages. The acknowledgment of receipt should be signed and returned to the City as soon as possible but no later than 4:30 P.M. local time on 09-16-2018. **Only potential respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all respondent written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

Return this form by fax or email to:

City Of Socorro  
Leopoldo (Polo) Pineda, Jr.  
Chief Procurement Officer/IT Director  
111 School of Mines Rd.  
Socorro, NM 87801  
(505) 835-0240  
E-Mail: [ppineda@socorronm.gov](mailto:ppineda@socorronm.gov)

## ***Attachment B***

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the

award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## ***Attachment C***

### **Acknowledgement of Receipt of Amendment(s) RFP No. 100518**

The City of Socorro requires that Offerors acknowledge any and all amendments to the RFP. The Offeror here by acknowledges receipt of all amendment(s) associated with RFP No.100518.

Amendment Number \_\_\_\_\_ to RFP No. 100518 – Release date \_\_\_\_\_

**Offeror's Signature:** \_\_\_\_\_

**Offeror's Name:** \_\_\_\_\_

All Offerors must sign and include a copy of this form with their submitted proposal in order for their proposal to be accepted. Failure to sign and return this document will result in the Offeror's proposal not being accepted by the City of Socorro.

All proposals must be submitted by Friday October 5, 2018 (4:30 p.m.)

Return this form by fax or email to:

City Of Socorro  
Leopoldo (Polo) Pineda, Jr.  
Chief Procurement Officer/IT Director  
111 School of Mines Rd.  
Socorro, NM 87801  
(505) 835-0240  
E-Mail: [ppineda@socorronm.gov](mailto:ppineda@socorronm.gov)

## EXHIBITS



**Total IndPk + Tech Monthly System Demand Estimate(kW)  
2016-2025**

**Summary Data**

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW
January	5,707	5,764	5,821	5,879	5,938	5,998	6,058	6,118	6,179	6,241	6,304
February	5,707	5,764	5,821	5,879	5,938	5,998	6,058	6,118	6,179	6,241	6,304
March	5,868	5,927	5,986	6,046	6,106	6,167	6,229	6,291	6,354	6,418	6,482
April	6,151	6,212	6,275	6,337	6,401	6,465	6,529	6,595	6,661	6,727	6,794
May	6,141	6,202	6,264	6,327	6,390	6,454	6,519	6,584	6,650	6,716	6,783
June	5,373	5,427	5,481	5,536	5,591	5,647	5,704	5,761	5,818	5,877	5,935
July	7,434	7,508	7,583	7,659	7,735	7,813	7,891	7,970	8,050	8,130	8,211
August	7,161	7,233	7,305	7,378	7,452	7,526	7,601	7,677	7,754	7,832	7,910
September	6,979	7,049	7,119	7,191	7,262	7,335	7,408	7,483	7,557	7,633	7,709
October	5,979	6,039	6,099	6,160	6,222	6,284	6,347	6,411	6,475	6,539	6,605
November	5,050	5,101	5,152	5,203	5,255	5,308	5,361	5,414	5,468	5,523	5,578
December	6,080	6,141	6,202	6,264	6,327	6,390	6,454	6,519	6,584	6,650	6,716

Estimates in this table are Peak Demand values derived from public audit files and not actual use files and should be used accordingly.

**Total Ind Park + Tech Monthly System Use Estimate(kWh)  
2016-2025**

## Summary Data

Month	2016 Peak kWh	2017 Peak kWh	2018 Peak kWh	2019 Peak kWh	2020 Peak kWh	2021 Peak kWh	2022 Peak kWh	2023 Peak kWh	2024 Peak kWh	2025 Peak kWh	2026 Peak kWh
Jan	3,740,000	3,777,400	3,815,174	3,853,326	3,891,859	3,930,778	3,970,085	4,009,786	4,049,884	4,090,383	4,131,287
Feb	3,400,000	3,434,000	3,468,340	3,503,023	3,538,054	3,573,434	3,609,169	3,645,260	3,681,713	3,718,530	3,755,715
Mar	3,380,000	3,413,800	3,447,938	3,482,417	3,517,242	3,552,414	3,587,938	3,623,817	3,660,056	3,696,656	3,733,623
Apr	3,405,000	3,439,050	3,473,441	3,508,175	3,543,257	3,578,689	3,614,476	3,650,621	3,687,127	3,723,998	3,761,238
May	2,730,000	2,757,300	2,784,873	2,812,722	2,840,849	2,869,257	2,897,950	2,926,930	2,956,199	2,985,761	3,015,618
Jun	3,390,000	3,423,900	3,458,139	3,492,720	3,527,648	3,562,924	3,598,553	3,634,539	3,670,884	3,707,593	3,744,669
Jul	3,340,000	3,373,400	3,407,134	3,441,205	3,475,617	3,510,374	3,545,477	3,580,932	3,616,741	3,652,909	3,689,438
Aug	3,080,000	3,110,800	3,141,908	3,173,327	3,205,060	3,237,111	3,269,482	3,302,177	3,335,199	3,368,551	3,402,236
Sep	3,380,000	3,413,800	3,447,938	3,482,417	3,517,242	3,552,414	3,587,938	3,623,817	3,660,056	3,696,656	3,733,623
Oct	3,405,000	3,439,050	3,473,441	3,508,175	3,543,257	3,578,689	3,614,476	3,650,621	3,687,127	3,723,998	3,761,238
Nov	3,095,000	3,125,950	3,157,210	3,188,782	3,220,669	3,252,876	3,285,405	3,318,259	3,351,442	3,384,956	3,418,805
Dec	2,495,000	2,519,950	2,545,150	2,570,601	2,596,307	2,622,270	2,648,493	2,674,978	2,701,727	2,728,745	2,756,032
<b>Total</b>	<b>38,840,000</b>	<b>39,228,400</b>	<b>39,620,684</b>	<b>40,016,891</b>	<b>40,417,060</b>	<b>40,821,230</b>	<b>41,229,443</b>	<b>41,641,737</b>	<b>42,058,154</b>	<b>42,478,736</b>	<b>42,903,523</b>

Estimates in this table represent energy use values from partial data available from audit files and should be used accordingly.

**Total City Socorro Monthly System Demand Estimate(kW)  
2016-2025**

## Summary Data

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW	Peak kW
January	10,605	10,711	10,818	10,926	11,036	11,146	11,257	11,370	11,484	11,599	11,715
February	10,605	10,711	10,818	10,926	11,036	11,146	11,257	11,370	11,484	11,599	11,715
March	10,908	11,017	11,127	11,239	11,351	11,464	11,579	11,695	11,812	11,930	12,049
April	11,312	11,425	11,539	11,655	11,771	11,889	12,008	12,128	12,249	12,372	12,495
May	11,312	11,425	11,539	11,655	11,771	11,889	12,008	12,128	12,249	12,372	12,495
June	10,100	10,201	10,303	10,406	10,510	10,615	10,721	10,829	10,937	11,046	11,157
July	13,433	13,567	13,703	13,840	13,978	14,118	14,259	14,402	14,546	14,691	14,838
August	13,029	13,159	13,291	13,424	13,558	13,694	13,831	13,969	14,109	14,250	14,392
September	12,726	12,853	12,982	13,112	13,243	13,375	13,509	13,644	13,780	13,918	14,057
October	11,060	11,170	11,282	11,395	11,509	11,624	11,740	11,857	11,976	12,096	12,217
November	9,514	9,609	9,705	9,802	9,901	10,000	10,100	10,201	10,303	10,406	10,510
December	11,110	11,221	11,333	11,447	11,561	11,677	11,793	11,911	12,031	12,151	12,272

Estimates in this table are Peak Demand values derived from public audit files and not actual use files and should be used accordingly.

**Total City Socorro Monthly System Use Estimate (kWh)  
2016-2025**

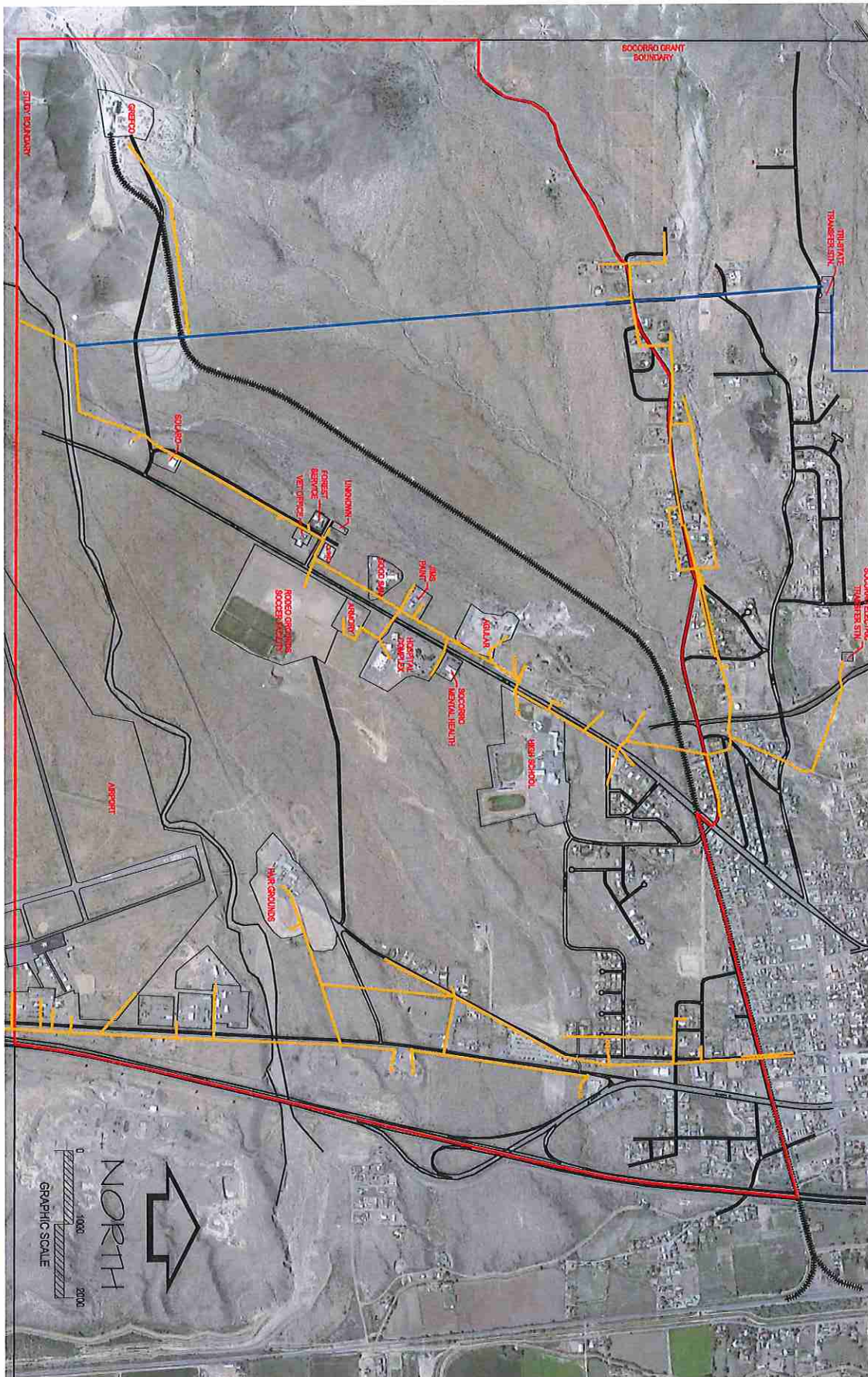
## Summary Data

Month	2016 Peak kWh	2017 Peak kWh	2018 Peak kWh	2019 Peak kWh	2020 Peak kWh	2021 Peak kWh	2022 Peak kWh	2023 Peak kWh	2024 Peak kWh	2025 Peak kWh	2026 Peak kWh
Jan	6,646,170	6,712,632	6,779,758	6,847,556	6,916,051	6,985,192	7,055,044	7,125,594	7,196,850	7,268,818	7,341,507
Feb	6,288,463	6,351,348	6,414,861	6,479,010	6,543,800	6,609,238	6,675,330	6,742,084	6,809,504	6,877,599	6,946,375
Mar	6,033,118	6,093,449	6,154,384	6,215,928	6,278,087	6,340,868	6,404,277	6,468,319	6,533,003	6,598,333	6,664,316
Apr	6,120,054	6,181,254	6,243,067	6,305,497	6,368,552	6,432,238	6,496,560	6,561,526	6,627,141	6,693,413	6,760,347
May	5,489,636	5,544,533	5,599,978	5,655,978	5,712,537	5,769,663	5,827,359	5,885,633	5,944,489	6,003,934	6,063,974
Jun	6,024,732	6,084,979	6,145,829	6,207,287	6,269,360	6,332,054	6,395,374	6,459,328	6,523,921	6,589,161	6,655,052
Jul	6,027,500	6,087,775	6,148,653	6,210,140	6,272,241	6,334,963	6,398,313	6,462,296	6,526,919	6,592,188	6,658,110
Aug	5,780,475	5,838,280	5,896,663	5,955,630	6,015,186	6,075,338	6,136,091	6,197,452	6,259,426	6,322,021	6,385,241
Sep	6,086,014	6,146,874	6,208,343	6,270,426	6,333,130	6,396,462	6,460,426	6,525,031	6,590,281	6,656,184	6,722,745
Oct	6,106,250	6,167,312	6,228,985	6,291,275	6,354,188	6,417,730	6,481,907	6,546,726	6,612,194	6,678,316	6,745,099
Nov	5,796,727	5,854,694	5,913,241	5,972,374	6,032,097	6,092,418	6,153,342	6,214,876	6,277,025	6,339,795	6,403,193
Dec	5,208,067	5,260,147	5,312,749	5,365,876	5,419,535	5,473,730	5,528,468	5,583,752	5,639,590	5,695,986	5,752,946
<b>Total</b>	<b>71,607,206</b>	<b>72,323,278</b>	<b>73,046,511</b>	<b>73,776,976</b>	<b>74,514,746</b>	<b>75,259,893</b>	<b>76,012,492</b>	<b>76,772,617</b>	<b>77,540,343</b>	<b>78,315,747</b>	<b>79,098,904</b>

Estimates in this table represent energy use values from partial data available from audit files and should be used accordingly.

## FIGURES







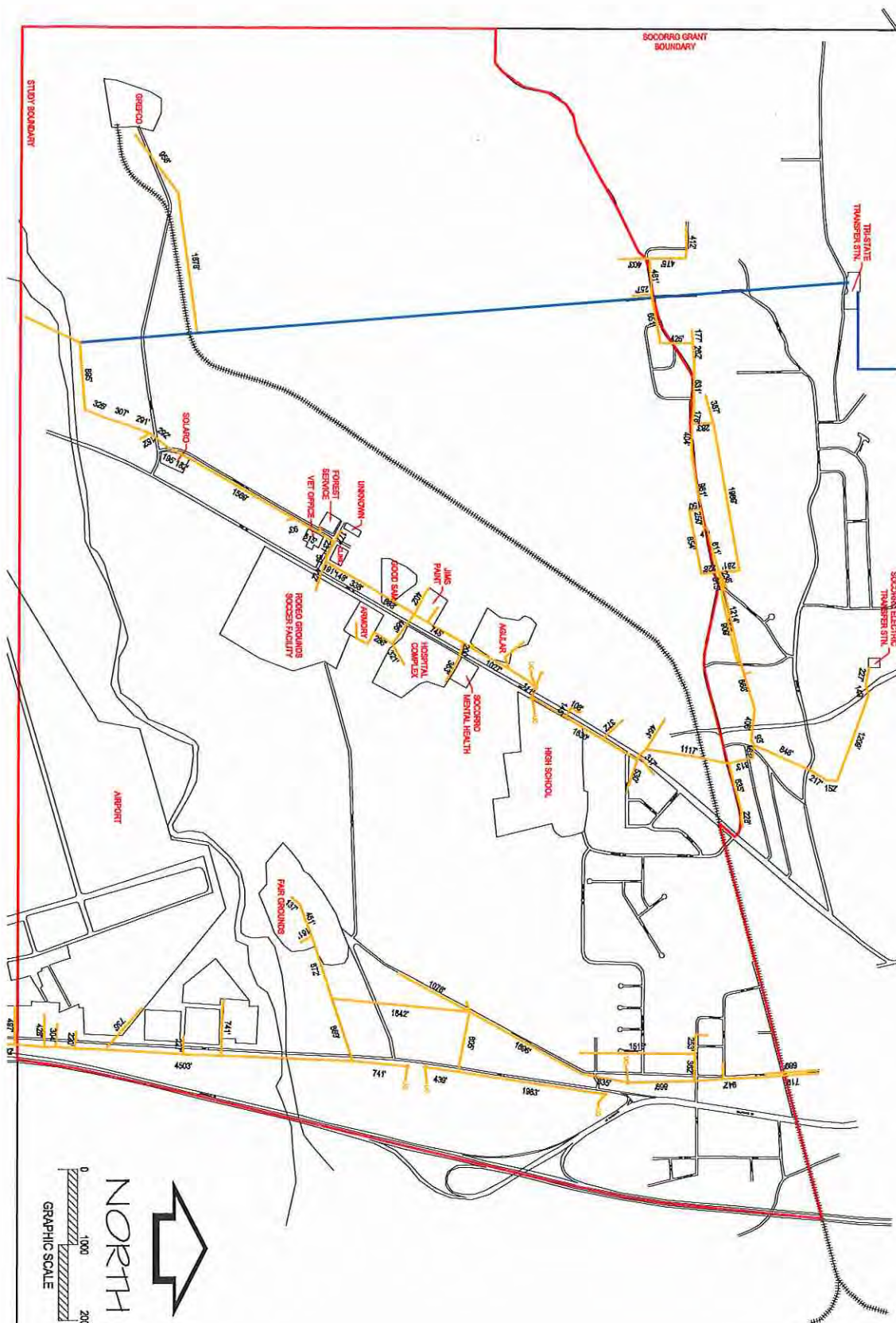




FIGURE 3

