

City of Truth or Consequences

REQUEST FOR PROPOSALS (RFP)

**NORTH TRANSFORMER REPLACEMENT:
10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY**

RFP# 20-21-12

RFP Release Date: Friday, July 2nd, 2021

Mandatory Pre-Proposal Conference: Friday, July 15, 2021, 2:00 PM
MST

Proposal Due Date: Friday, August 20, 2021, 2:00 PM MST

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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:
10/12.5/15/16.8 MVA Power Transformer Supply, Installation, Erection, Testing, Commissioning and Existing Transformer Removal and Disposal

B. BACKGROUND INFORMATION

The City of T or C New Mexico owns and operates its own electrical infrastructure that supplies residents of the City of T or C and Williamsburg NM with electricity. Within that infrastructure are two transformers, one the Electrical Department calls the “north” transformer and one they call the “south” transformer, both were purchased used over 20 years ago. The City has been experiencing trouble with the north transformer for several years and would like to replace it with a new, dependable, high quality unit.

C. SCOPE OF PROCUREMENT

1. Successful proposer shall supply, install, erect, test, commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed 28 weeks after receipt of a purchase order from the City of T or C. Successful proposer will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly.
2. The specification covers supply, installation, testing & commissioning for a 3-phase 115/12.470 MVA power transformer, double copper wound outdoor type, ONAN, energy efficient transformer. The equipment offered shall be complete with all parts necessary for their effective and trouble-free operation and transformer shall be supplied complete with all accessories.
3. It is not the intent to specify herein complete details of design and construction. The Equipment offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product, and to such tolerances, allowances and requirements for clearances etc. as are necessary by virtue of the project specifications for this procurement (CITY OF TRUTH OR CONSEQUENCES

NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER).

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. CHIEF PROCUREMENT OFFICER/PROCUREMENT MANAGER

City of Truth or Consequences has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Chief Procurement Officer/Procurement Manager
Address: 505 Sims St, Truth or Consequences, NM 87901
Telephone: (575) 740-7323
Fax: (575) 894-0363
Email: procurement@torcnm.org

1. **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 state employees or Evaluation Committee members do not have the authority to respond on behalf of the City of T or C.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing via email or hand delivery and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered past the deadline or in any other form to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

Via email as follows:

Name:	Chief Procurement Officer/Procurement Manager
Reference RFP Name:	Title and number of RFP
Email Address:	procurement@torcnm.org

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**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 §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**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.
10. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via direct email submission to the City of T or C NM.
12. “**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 proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can also be emailed.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
15. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. **“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.
17. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. **“IT”** means Information Technology.
19. **“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 may result in the rejection of the Offeror’s proposal.
20. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
26. **“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.

27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
30. **“Responsive Offer”** or 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.
31. **“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. The State 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.
32. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. **“State (the State)”** means the State of New Mexico.
35. **“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.

36. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
37. **“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 Offeror’s proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“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.
39. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments,
http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	Friday, July 2, 2021
2. Acknowledgement Receipt Form	Potential Offerors	Wednesday, July 14, 2021
3. Mandatory Pre-Proposal Conference	City of T or C	Thursday, July 15, 2021
4. Deadline Questions	Potential Offerors	Thursday, July 22, 2021
5. Response Questions	City of T or C	Thursday, July 29, 2021
6. Submission of Proposal	<i>Potential Offerors</i>	<i>Friday, August 20, 2021</i>
7. *Proposal Evaluation	City of T or C	Monday, August 23, 2021
8. *Selection of Finalists	Evaluation Committee	Monday, August 30, 2021
9. *Best and Final Offers Due	Finalist Offerors	Monday, September 6, 2021
10. *Oral Presentation(s)	Finalist Offerors	Monday, September 13, 2021
11. *Finalize Agreements	City of T or C/Finalist Offerors	Monday, September 13, 2021
12. *Commission Approval/Contract Awards	City of T or C/Finalist Offerors	Wednesday, September 22, 2021
13. *Protest Deadline	Chief Officer/Offerors	Thursday, October 7, 2021

* Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the City of Truth of Consequences as indicated in Section II.A, Sequence of Events

2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the City of Truth or Consequences Procurement Manager to have their organization placed on the procurement Distribution List. **The form must be returned to the City of Truth or Consequences, Finance Office c/o Chief Procurement Officer (procurement@torcnm.org) by 2:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.**

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of

Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 pm MST/MDT in the in the City of Truth or Consequences Chambers Meeting Room at 405 W 3rd St, Truth or Consequences, NM 87901.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory and will be a prerequisite for submission of a proposal.

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 2:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. 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 the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MST/MDT ON THE DATE INDICATED IN

SECTION II.A, SEQUENCE OF EVENTS. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.

For electronic proposals, the date and time of receipt will be recorded on each proposal. Proposals will be time-stamped when received via email by the Chief Procurement Officer. Such electronic submissions will be considered sealed in accordance with statute. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address, or internet failure nor any other reason for a delay will be accepted for failure to make the stated deadline.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, 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 state agency 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 Section II.A, Sequence of Events, 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 Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalist(s) will be selected on a best value basis per section V. EVALUATION, A. EVALUATION POINT SUMMARY of this RFP.

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., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

10. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of

Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. 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:

Protest Manager: Chief Procurement Officer, 505 Sims St., Truth or Consequences, NM, 87901, email: procurement@torcnm.org

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

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 a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor 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 the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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. **Agency 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, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the 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 Agency 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 affected by

sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency 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 Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft 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 Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (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 Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), 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 (the RFP process prior to selection as successful Offeror) 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 Agency. 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, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency 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 §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. 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 Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and 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 Agency 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 agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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 the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

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 Agency.

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 procuring Agency'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 agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php

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 <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); 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 their 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 Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF**

THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal **MUST**:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. 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;
 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 the State Purchasing Agent or other party to this Agreement 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 State

Purchasing Agent 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 State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), 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

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Electronic Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below.

Offerors **must** deliver:

- a) **Technical Proposals** –The Technical Proposals **SHALL NOT** contain any cost information.
 - i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.27) electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the electronic binder and on the first page of the electronic file.;
- b) **Cost Proposals** – one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL of the Cost Proposal shall be in separate labeled binders or attachment from the Technical Proposals.

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

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

C. PROPOSAL FORMAT - ELECTRONIC ONLY

1. All proposals must be submitted electronically with one attachment labeled **Technical Proposal RFP #20-21-12 Replacement of North Transformer for the Technical Proposal** and a separate attachment for the **Cost Proposal RFP 20-21-12 Replacement of North Transformer**:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must 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/Attachment 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2/Attachment 2**)
 1. Organizational Experience
 2. Organizational References
 3. Oral Presentation (if applicable)
 4. Mandatory Specification
 5. Desirable Specification
 6. Financial Stability – (Financial information considered confidential, as defined in Section I.E., and detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
 7. Performance Surety Bond (if applicable)
 8. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal (Binder/Attachment 2):

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder/Attachment 2.**

A Proposal Summary may be included in Offeror's Technical Proposal (Binder/Attachment 1), 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SCOPE OF WORK FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY, INSTALLATION, ERECTION, TESTING, COMMISSIONING AND EXISTING TRANSFORMER REMOVAL AND DISPOSAL

1. Successful proposer shall supply, install, erect, test, commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed 28 weeks after receipt of a purchase order from the City of T or C. Successful proposer will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly.
2. The specification covers supply, installation, testing & commissioning for a 3-phase 115/12.470 MVA power transformer, double copper wound outdoor type, ONAN, energy efficient transformer. The equipment offered shall be complete with all parts necessary for their effective and trouble-free operation and transformer shall be supplied complete with all accessories.
3. It is not the intent to specify herein complete details of design and construction. The Equipment offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product, and to such tolerances, allowances and requirements for clearances etc. as are necessary by virtue of the project specifications for this procurement (CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER).

4. Location: The transformer is required to be supplied & erected at 33/11kV the City of T or C's substation yard (see Figure 1, location site map below).



Figure 1 City of T or C Substation Yard

5. The successful proposer shall bind himself to abide by these considerations to the entire satisfaction of the City of T or C and will be required to adjust such details at no extra cost to the City over and above the tendered rates and prices.
6. Inspection of site before proposing: Before submitting a proposal, the proposer is required to physically inspect the transformer installation site and meet with the City of T or C Electrical Department Director. Inspection of the site will be deemed to have satisfied proposers understanding of the site conditions and locality of the works, that to ascertain scope of work involved and all circumstantial liabilities if any to be encountered during the execution of the works.

B. TECHNICAL SPECIFICATIONS

CITY OF TRUTH OR CONSEQUENCES NORTH TRANSFORMER SPECIFICATIONS FOR: 10/12.5/15/16.8 MVA POWER TRANSFORMER

- 1. GENERAL:** This specification outlines requirements for a 3-phase 115/12.470 MVA power transformer.
 - a. Approved Transformer Manufacturers:
 - i. ABB Power T&D.
 - ii. SPX Transformer Solutions, Inc.
 - iii. Delta Star Inc.
 - b. Definitions:
 - i. Manufacturer: A single entity responsible for meeting this specification as outlined and servicing all warranty claims.
 - 1) The Manufacturer shall design, manufacture, and test the oil filled transformer in accordance with this specification and applicable sections of the latest revisions of the following, unless otherwise specified:
 - a) Institute of Electrical and Electronics Engineers (IEEE) Standards
 - i) C57.12.00
 - ii) C57.12.10
 - iii) C57.12.70
 - iv) C57.12.80
 - v) C57.12.90
 - vi) C57.13
 - vii) C57.19.00
 - viii) C57.19.01
 - ix) C57.19.101
 - x) C57.91
 - xi) C57.98
 - xii) C57.104
 - xiii) C57.106
 - xiv) C57.109
 - xv) C57.131
 - xvi) C57.143
 - xvii) 693
 - b) National Electrical Manufacturers Association (NEMA), TR Series
 - c) International Building Code (IBC) 2015.
 - d) International Electrical Testing Association (NETA),
 - c. Manufacturers shall have staffed service facilities located within the continental United States that have been established for five (5) years or more, which will be available for and capable of servicing the equipment when requested by Owner.
 - d. Approved manufacturer's representative must demonstrate, by providing as part of their response to the proposal, proof in the form of a letter, on the manufacturer's letterhead,

- which includes a contact name, email or phone number that the proposer has at least five (5) years of experience working with the manufacturer. (Not applicable to proposals received directly from a manufacturer).
- e. If there are conflicts between any of the above standards, the Engineer/Owner will determine which is applicable.
 - f. Size all auxiliary components and other construction features so they will not limit the loading to less than the capability of the windings.
 - g. Transformers shall be manufactured in a United States.

2. APPLICATION:

- a. This transformer shall be used as a substation step-down transformer for a distribution substation for the City of Truth or Consequences Electric Utility System.
- b. Per IEEE Std C57.12.10, auxiliary equipment shall be located at the following:
 - i. Radiators shall be limited to segment 3 & 4.
 - ii. Control cabinet shall be located on segment 1 or 2.
 - iii. Nitrogen cabinet shall be located on segment 1 or 2.

3. PHYSICAL CONDITIONS

- a. Maximum Ambient Temperature: plus 109 °F (43 °C)
- b. Minimum Ambient Temperature: minus 30 °F (-34 °C)
- c. Seismic Design Requirements: Low qualification level per IEEE std. 693
- d. Wind Design Requirements: 90 mph maximum; windblown dust
- e. Snow Design Requirements: 10 psf maximum ground snow load defined by the IBC
- f. Altitude: Design for 4000 feet above sea level

4. RATINGS

- a. Capacity of Windings:
 - i. At 55 °C temperature rise: 10/12.5/15 MVA
 - ii. At 65 °C temperature rise rating: 10/12.5/15/16.8 MVA
- b. Number of Windings: 2
- c. Number of Phases: 3
- d. Frequency: 60 Hz
- e. Cooling Class: ONAN/ONAF/ONAF
- f. Impedance at 15 MVA: 9.5%, approximately
- g. High Voltage Winding:
 - i. Rated Volts: 117.8 kV
 - ii. Connection: Delta
 - iii. De-Energized Tap Changer shall have ± 2 steps with 2.5% primary voltage per step ($\pm 5\%$ total)
- h. Low Voltage Winding:
 - i. Rated Volts: 12.4 kV
 - ii. Connection: Grounded Wye (with neutral brought out)

- iii. On-Load Tap Changer SPX Waukesha UZD or ABB UZE
- i. Insulation Levels:
 - i. High Voltage BIL (winding & bushings): 550 kV
 - ii. Low Voltage BIL (winding & bushings): 110 kV
 - iii. Low-Voltage neutral BIL (bushing): 110 kV
 - iv. Temperature Rise/Maximum:
 - 1) By resistance: 55/65°C
 - 2) By hot-spot: 65/80°C
 - v. Duty: Follows fluctuating daily demand.
 - vi. Angular Phase Displacement: ANSI standard
 - vii. Sound Level: NEMA standard.
 - viii. The Transformer shall withstand lateral seismic forces generated by a ground acceleration up to 0.1 g.
- j. Power supply voltages provided by City of Troy
 - i. Motor: 120 or 240 VAC, 1-phase, 60 Hz
 - ii. Control: 120 VAC, 1-phase, 60 Hz
 - iii. Controller: 125 VDC

5. MECHANICAL FEATURES:

- a. Oil Preservation:
 - i. Positive pressure inert gas (nitrogen).
 - ii. One, filled nitrogen cylinder, 150 – 250 cubic feet capacity.
 - iii. High pressure valve and gauge to indicate cylinder pressure.
 - iv. A compound pressure gauge to indicate internal tank pressure or vacuum.
 - v. Pressure reducing valve and regulator that will maintain pressure throughout the operating temperature range.
 - vi. Pressure/vacuum pressure relief device.
 - vii. High, Low, and Zero pressure type C alarm contacts. Wire to the transformer monitoring system. Analog pressure measurement to transformer monitoring system may be substituted for discrete contacts.
 - viii. Separate enclosure for the nitrogen system including the gas cylinder. Enclosure latch shall be pad lockable. Provide cabinet heater with adjustable thermostat.
 - ix. Tubing shall be braided stainless steel.
- b. Cooling:
 - i. Radiator Banks: Four (4) fans located in Segment 3 and/or 4. Fittings for a spare radiator can be located in segment 2 or 4. Bolt to tank top and bottom wall flanges, each flange must be equipped with valves. Finish shall be galvanized.
 - ii. Fans:
 - 1) Controlled automatically by transformer monitoring system using winding temperature.
 - 2) Power supply: 120 or 240 Vac. 1-phase, 60 Hz
 - 3) Provide magnetic motor starter with one 'a' contact for alarm
 - 4) ON-OFF-AUTOMATIC selector switch per fan bank.

- c. Tank Base:
 - i. The transformer base shall be constructed of structural steel suitable for installation on a flat concrete pad.
- d. Transformer Tank:
 - i. Tank shall conform to IEEE C57.12.10 Section 5.8.
 - ii. Tank shall be welded steel plate construction suitable for full vacuum filling and vacuum drying in the field.
 - iii. Tank shall be provided with jacking pads, accessible for insertion of jacks when transformer is fully assembled, including oil.
 - iv. Tank top shall have manholes with bolted covers to afford easy access to:
 - 1) The lower ends of the bushings.
 - 2) The terminals.
 - 3) The upper portions of the coils.
 - 4) Permit replacement of current transformers and other auxiliaries without removing the tank cover.
 - v. Manhole shall be provided on the tank.
 - vi. Manholes shall be located so as to permit access without the removal of coolers or other parts or accessories.
 - vii. Lifting eyes or lugs shall be furnished for the cover, core and tank and shall be free from sharp edges on the load bearing surfaces.
 - viii. Corners shall be bent shaped steel; panel section welds shall not be within 6 inches of corners.
 - ix. Provide for routing of ground conductor using welded tabs or threaded holes. Spacing to be a maximum of 36 inches between supports and shall be laid out such that a continuous loop from one corner up through the arresters to the opposite corner. Provide ground lugs suitable for up to 250 MCM copper cables. Provide “U” channel steel or similar to hide the grounding cable from observation and wind induced motion. The “U” channel shall have a minimum diameter of not less than 2 inches.
 - x. Provide drain and sampling valves on main tank compartment.
 - xi. Filter press connections: 2 inches inlet, 2 inches outlet.
 - xii. Tank cover shall be domed or sloped to shed water.
 - xiii. Fall Protection – Install DBI-SALA model 8517412 fall arrest post anchors on the transformer cover in sufficient number and configuration so that no point on the tank cover is more than 6 feet from an anchor.

6. WINDINGS

- a. The windings shall be made of copper.
- b. Thermally upgraded paper shall be used on both high and low voltage windings.
- c. The insulation BIL levels shall be as stipulated in the RATINGS section of this document.

- d. The transformer, in general, shall be designed and constructed to be completely self-protected by its ability to withstand external faults as defined by IEEE C57.12.00, and tested in accordance with C57.12.90.
- e. Winding design shall be circular disc or helical winding construction. Sheet and layer wound are not acceptable.

7. INSULATING FLUID

- a. Mineral Oil in accordance with ASTM D3487-79, Mineral Oil used in Electrical Apparatus. Oil shall be free from corrosive ingredients, acids, and polychlorinated biphenyl (PCB). It shall be chemically stable and shall possess a dielectric strength suitable for the transformer design.
- b. The transformer tanks and radiators shall contain sufficient oil for operation with excess for annual oil sampling throughout the lifetime of the transformer.

8. PAINT

- a. After all welding is complete on the main tank, it shall be shot grit blasted for removal of dirt, oils, weld splatters, and oxidation to an SSPC-SP-10, Near White Blast Cleaning or better.
- b. Apply two-part epoxy primer for a finished thickness of 3 mils minimum. Top with a minimum of two coats of two-part urethane with a high-gloss finish. Overall dry paint/primer thickness shall not be less than 5 mils. Color of all porcelain and painted surfaces shall be sky gray, ANSI No. 70.
- c. The tank cover and other walkable surfaces, if any, shall be painted with a non-skid medium grit or Safety Walk® material.
- d. Furnish three (3) quarts of touch-up paint identical to final finish coat.
- e. Interior of tank and control cabinet shall be painted white. Paint used in the tank interior shall be suitable for and compatible with the insulating oil.
- f. Radiators shall be hot dipped galvanized in accordance with ASTM A123 or better.

9. BUSHINGS

- a. Mount three (3) high voltage bushings on the top cover with a spacing in accordance with the elevation and voltage class specified. Mount three (3) low voltage bushings on the wall of Segment 1 and provide for a transition compartment as stipulated. Transformer X0 bushing shall be cover mounted.
- b. All phase bushings shall have C1 test tap points for connection to the bushing monitoring system.
- c. Altitude: 4000 feet above sea level
- d. HV bushing creepage: 79 inches minimum.
- e. BIL ratings: See RATINGS section of this document.
- f. Interchangeable Type Transformer-Breaker Interchangeable (TBI), high-voltage only
- g. Bushing tank openings shall suitable for C57.19.01 bushing dimensions.

10. BUSHING CURRENT TRANSFORMERS

- a. Type: 5-lead, multi-ratio. (Except for BCTs supplied for LTC control or winding temperature equipment which shall be single ratio and sized by the transformer manufacturer to meet the application).
- b. Rating and Location:
 - i. Two (2) 600 to 5 ampere, C800 accuracy class, on each high-voltage bushing.
 - ii. Two (2) 1200 to 5 ampere, C800 accuracy class, on each low-voltage bushing.
 - iii. One (1) 600 to 5 ampere, C800 accuracy class, on the low-voltage neutral bushing.

11. SURGE ARRESTERS

- a. Station class, metal oxide, and polymer.
- b. Suitable for application at 4000 feet above sea level on a 115 kV effectively grounded system.
- c. The mounting for arresters shall have six (6) bolt holes on a 10 inches bolt circle to allow the arrester to be mounted at 60-degree intervals.
- d. Mount three (3) arresters on the high-voltage side of the tank. Operating voltage shall be 74 kV, MCOV. Provide suitable mounting arrangements for the arresters such that the top of the arrester connector is approximately at the same height as the top of the bushing connectors.
- e. Low side arresters will be located on the tank cover.

12. DE-ENERGIZED TAP CHANGER (DETC)

- a. De-Energized Tap Changer shall be provided. ABB DTU is acceptable.
- b. De-Energized tap changer operating handle located no higher than five (5) feet above the transformer base. The operating handle shall have padlocking provisions.

13. ON-LOAD TAP CHANGER (OLTC)

- a. Provide the OLTC on the secondary side of the transformer, neutral side of the windings.
 - i. Design of tap winding: with reversing switch, changeover contact
 - ii. Design of positions: Standard dial indication, 16L...N...16R
 - iii. TANK
 - 1) Exterior paint: ANSI 70
 - 2) Interior paint: primer, gray, catalyzed epoxy
 - 3) Back plate: welded
 - 4) Door: single, front door design
 - 5) External gasket stops: Yes
 - 6) Drain valve: 2 inches globe
 - a) OLTC connection: Flange

- b) Exterior connection: Threaded with cap
 - 7) Upper filter pressure valve: 2 inches globe
 - a) OLTC connection: flange
 - b) Exterior connection: Threaded with cap.
 - 8) Vacuum connection: 2 inches nipple
 - 9) Liquid fill connection: 1 inch nipple
 - 10) Tie-in resistors: No
 - 11) Barriers between phases: No
 - 12) Provide a Level Gauge
 - 13) Provide pressure relief device
 - 14) Sudden pressure relay
 - 15) Provide Dual Column Dehydrating breather
 - 16) Provide Oil Temperature Gauge
 - 17) Low Temperature Lockout: Yes
 - 18) Oil Heater: No
 - 19) Selector board terminals: ½ inch tapped holes on selector board
- iv. Control & Heater Circuits
 - 1) Wire all indicator switches to transformer monitoring system
 - 2) Step down transformer: Yes
 - 3) Circuit protection: Automatic 2 pole cutout with signal
 - 4) Circuit monitoring: Control monitoring relay, 1 c/o & control circuit disconnect (27-1)
 - 5) Coupling relay for control: No
 - 6) Local/Remote switch
 - 7) Heater circuit protection: Automatic 2 pole cut-out with signal and breaker
 - 8) Additional heater: Yes (< 25 °C)
- v. Auxiliary Signals
 - 1) Wire all indicator switches to transformer monitoring system.
 - 2) Incomplete Tap (OPA): Yes
 - 3) Hand crank (84H-2/84H-4): Yes
 - 4) Motor protection (8-2): Yes, additional motor protective switch contact
 - 5) End position cam switch (171-172): Yes
 - 6) Directional cam switch (122, 123): Yes
 - 7) Non-directional cam switch (115...120): 2 signals.
 - 8) Neutral position: Yes
 - 9) Electronic operation counter (OC-1): Yes
 - 10) Out-of-step cam switch (155, 156): Yes
 - 11) Door-contact (LTS): Yes
 - 12) Receptacle: 120 VAC, 20 AMP, GFCI
 - 13) Mechanical interlock: Option 2 (hand crank under load)
- vi. OLTC shall provide an automatic +/- 10 % voltage adjustment in +/- 16 steps for a total of 32 steps at approximately 5/8 % volts for each increment as per C57.12.10. The Tap Changer shall be an SPX Waukesha UZD or an ABB UZE (resistant bridging tap changer).
- vii. OLTC shall have motor drive mechanism, control devices, position indicator, and operation counter in accordance with IEEE C57.131, current edition.

- viii. OLTC shall operate automatically with provisions for local and remote manual operation.

14. INSTRUMENTATION AND CONTROL

- a. Wiring
 - i. Control wire: #12 AWG, 41 strand, tinned copper, SIS switchboard wire, 600 Volt XLPE or EPR insulation, gray color.
 - ii. Current and potential circuits: #10 AWG minimum, 65 strand minimum, tinned copper, SIS switchboard wire, 600 Volt XLPE or EPR insulation, color code as follows.
 - 1) Phases shall be a unique color other than gray or green or white.
 - 2) Neutral shall be green or white.
 - iii. All control wiring shall be UL listed and have a VW-1 flame retardant rating.
 - iv. Splicing of wire is not permitted. Wiring must be a continuous length from terminal to terminal.
- b. Terminations
 - i. Install only ring tongue terminals on control wiring.
 - ii. Use of spade lugs, push-on terminals or any terminal with vinyl insulation is not allowed for any termination in the control cabinet.
 - iii. No splices allowed in control cabinet wiring. No more than two lugs shall be installed under any one screw.
 - iv. All wires entering control cabinet shall terminate on Phoenix Contact RT 5 terminal blocks or Phoenix Contact Fame 3 test blocks (see section 10.2). Where a panel mounted shorting block is required, utilize Concentric Devices 30CT shorting terminal blocks.
 - v. Ratcheting type crimp tools shall be used to install terminals.
 - vi. Bare wire shall be exposed between terminal barrel and wire insulation to insure full terminal/wire contact.
 - vii. Every terminal with wire long enough to accommodate 2 wire sleeves shall have a wire sleeve installed on each end of the wire. Wire sleeves shall be printed, handwritten is not acceptable.
- c. Weatherproof Control Cabinet
 - i. Terminate accessories and bushing current transformer leads, manual controls. OLTC controller may be installed in OLTC motor drive enclosure or Control Cabinet as space permits.
 - ii. Phoenix Contact Type RT terminal blocks (no substitution) with 10% spare terminals to accommodate minimum #10 AWG wire.
 - iii. Provision for padlocking cabinet door.
 - iv. Removable gasketed bottom plate for conduit connections.
 - v. Identify terminals for connection to external leads.
 - vi. Short-circuit type terminal blocks, Phoenix Contact FAME-3, for all bushing current transformer leads. See section 10.2
 - vii. Thermostatically controlled heater or SPX-Waukesha Type PTC2

- viii. Two duplex convenience outlets, 120 VAC, 20 amp. One outlet shall have GFCI protection and one shall have no GFCI protection. The outlet without GFCI protection shall be labelled, "WARNING! WITHOUT GFCI"
 - ix. Interior (LED) light with door-operated switch.
- d. Sudden Pressure Relay
- i. Install on transformer tank and OLTC.
 - ii. Part Number 930-008-01
 - iii. Mount: Flange
 - iv. Latching/momentary switches: Latching
 - v. Preferred installation in the nitrogen/air space.
 - vi. Mount Multi-Function Pressure Monitors in Control Cabinet.
 - vii. Wire 4-20 mA output and power status contact to transformer monitoring system.
 - viii. Wire fast and slow pressure switch contacts to terminal strip for future use.
- e. Pressure Relieve Device
- i. Install on transformer tank and OLTC
 - ii. Transformer manufacturer to determine the pressure at which the device is to open.
 - iii. For transformer tank: select the most appropriate pressure as required.
 - iv. Cover mounted. 3 inches diameter flange
 - v. Oil directed cover.
 - vi. Electrical Connection: terminal box 2 cable glands M25x1.5 with 2 micro switches. Wire one contact to transformer monitoring system. Wire remaining contact to terminal strip in control cabinet for future use.
 - vii. Accessories: semaphore flag and bleed screw
 - viii. Pipe exhaust to within 18 inches of transformer. Cover open pipe end with insect rejecting mesh.
- f. Fan Monitoring CTs
- i. CTs shall be capable of detecting a fan failure of one or more fans.
- g. Dehydrating Breather
- i. Supply voltage: 120 VAC
 - ii. Control: Alpha
 - iii. Connection: RM flange
 - iv. LED Indicators: red, green, yellow
 - v. Accessories:
 - 1) Test button
 - 2) Filter heating
 - 3) Protection grid over glass cylinder
 - 4) Data Logger
 - a) Analog Output: 4-20 mA to transformer monitoring system
- h. Automatic/Manual Switch
- i. Face Plate Markings: Automatic, Manual
 - ii. LEDs: Blue = Automatic, Amber = Manual
 - iii. Solenoid operation: Yes
 - iv. Contact sets: 2 (does not include contacts for LEDs)
 - v. Wire one contact set to OLTC controller for mode selection.
 - vi. Wire one contact set to terminal strip for future use.

- vii. Wire Solenoid controls to terminal strip for remote operation.

15. FACTORY INSPECTION

- a. The City reserves the option to have two representatives inspect the assemble transformer before it is placed in the tank. The manufacturer shall notify The City of the in-tanking schedule with sufficient notice to permit purchasing 14 days advance airline tickets.

16. FACTORY TESTS

- a. The City reserves the option to have two representatives witness the transformer testing. The manufacturer shall notify The City of the test schedule with sufficient notice to permit purchasing 14 days advance airline tickets.
- b. The following is the minimum testing required. All measurements, computations and test shall be made in accordance with IEEE C57.12.90.
- c. Routine Factory Acceptance Tests per IEEE C57.12.90
- d. Resistance measurements of all windings at the rated voltage and at all tap extremes.
- e. Polarity and phase relation tests.
- f. Provide actual values for use in determination of winding ratios rather than fixed increments in order to facilitate field-testing of the unit by the Owner.
- g. No-load loss at rated and 110 % voltages.
- h. Exciting current at rated and 110 % voltages.
- i. Positive and zero sequence impedance at ONAN rating, rated voltage taps and at tap extremes. Include equivalent circuits in test report.
- j. Load losses and impedance voltage at rated taps and at tap extremes.
- k. Insulation resistance, each winding to ground and other windings and core-to-ground.
- l. Insulation power factor using 10,000 Volts equipment.
- m. Dielectric Test sequence shall be: impulse tests, applied voltage tests, low-frequency induced tests, insulation resistance tests and insulation power factor tests
 - i. Impulse test consisting of one reduced full wave, one full wave, two chopped waves, and two full waves shall be conducted on all windings with current measurements. Impulse testing shall be according to IEEE C57.12.90 and IEEE C57.98.
 - ii. Perform on terminals of high voltage winding as specified in IEEE C57.12.90, Paragraph 10.3.1.4. Front of wave test is not required.
 - iii. Use voltage oscillograms and ground current oscillograms taken simultaneously as specified in IEEE C57.12.90, Items 10.3.1.6.
 - iv. After impulse tests are completed, use the average absolute voltage voltmeter method to measure excitation loss.
 - v. Do not perform additional impulse tests after the tests have been accepted.
- n. Short Circuit Performance Verification: The supplier shall provide verification that the transformer will withstand, without injury, the mechanical and thermal stresses

- resulting from short circuit currents as outlined in IEEE C57.12.90. This may be verified by full scale testing in accordance with the proposed IEEE Test Code or by certified test data on transformers of the same design.
- o. Polarity and ratio tests test of all CT's on all taps after final and complete factory wiring
 - p. Total power requirement of all auxiliary equipment.
 - q. Fan power requirement for each stage of cooling and audible sound level test at each stage.
 - r. Transformer bushing dielectric tests for each bushing with results compared to bushing manufacturer data sheets or nameplate data
 - s. Calibration of all gauges and check out of all controls and auxiliary equipment.
 - t. Complete assembly, with radiators, shall be tested with hot oil at a pressure of not less than 10 psi for 24 hours. Any leak of oil or nitrogen shall be repaired and the test repeated until the test can be completed without loss of nitrogen or oil.
 - u. Temperature rise tests as outlined in IEEE C57.12.90 should be performed at ONAN and ONAF2 ratings. The temperature rise tests shall be performed with the full power required for the maximum sum of the no-load losses and the load losses. Oil samples should be taken before and after the completion of the temperature rise tests and analyzed for dissolved combustible gases.
 - v. During the induced voltage test, partial discharges (pico Coulombs) and RIV (micro Volts) shall be recorded.
 - w. Sweep frequency response analysis using the Doble Sweep Frequency Response Analyzer shall be performed with the equipment in the final configuration mode and with the bushings that will ship with the transformer, in the shipping configuration mode. In both cases, the bushings shall be marked so that this configuration can be recreated in the field. SFRA testing shall be repeated after delivery, before is removed from the transportation device and after is moved to the pad and assembly is completed.
 - x. Test Reports:
 - i. The Manufacturer shall furnish two (2) printed and one (1) digital certified copies of the report of tests on the transformer, including.
 - 1) All test results including all raw data, calculations, and graphs/oscillography, including the comparison overlays for all terminals impulse tested.
 - 2) Where C57.12.90 permits more than one test method, the test report shall state the method used.
 - 3) Efficiencies at full, 3/4, 1/2, and 1/4 of full load
 - 4) All positive sequence impedances, zero sequence impedance test values, and the zero and positive sequence equivalent circuits shall be included with the transformer test report.
 - 5) Where possible, provide test results in native Doble equipment electronic files.

17. SHIPPING

- a. The Manufacturer shall be responsible for all shipping and off-loading details and will deliver the transformer to the transformer pad FOB, offload and set it as required by the Engineer, and provide it completely assembled, dressed, filled with oil and gas (nitrogen), and tested.

- b. The transformer may be shipped filled with dry air or oil filled and the bushings, oil, and/or radiators removed.
- c. Bushings for windings over 15 kV may be shipped separate from the transformer in suitable crating or installed in the transformer.
- d. Delivery notice of 48 hours in advance shall be given prior to shipment transformer shall be equipped with a GPS tracking impact recorder, with live position and 3 axis accelerometers feed. Notification of any shock or vibration sufficient to cause transformer damage or removal of impact sensors shall be immediately sent to manufacturer and The City.
- e. FEUS will perform baseline acceptance testing after delivery and setup. Monitoring of the testing by a manufacturer representative can be arranged, on request.

18. DRAWINGS AND DOCUMENTATION

- a. Provide 1 (one) digital set of review drawings of the transformer and all of its components (bushings and others) for the Engineers. List any elements of the design that have been utilized in less than 10 previously constructed transformers.
 - i. Red line drawings will be to the Manufacturer.
 - ii. The red-lined drawings will be marked either “Reviewed”, “Reviewed with changes” or “Revise and Resubmit” dated and signed by the Engineer.
 - iii. The Manufacturer shall incorporate the changes as requested in the final design and drawings of the transformer.
- b. Once drawings are finalized, Manufacturer shall provide 2 (two) printed sets of final drawings for The City and 2 (two) printed sets of instruction manuals. In addition to the hard copies, final drawings and instruction books shall be provided in a readable electronic format on CD-ROM or similar. jj)
- c. The final drawings shall include, among other data, the following information:
 - i. Percent impedance at base MVA rating.
 - ii. Maximum sound level at maximum kVA load, in db.
 - iii. Total weight with oil (operational weight).
 - iv. Weight of core and coils (shipping weights).
 - v. Total gallons of oil.
 - vi. Dimensions including:
 - 1) Overall height and weight of fully assembled unit.
 - 2) Height, width, depth of the tank only.
 - 3) Un-tanking height.
 - 4) Tank base length and width (footprint) including center to center dimensions of skids.
 - 5) Centerlines of removable bottom plate of the control cabinet for conduit connections relative to the centerlines of the transformer tank.
 - 6) Location of grounding blocks.
 - 7) Orientation of arresters noting direction and location of terminations.
 - 8) Center of gravity for the tank alone and fully assembled unit.
- d. Make, type, and outlines of arresters.
- e. Make, type, and outlines of connectors.
- f. Make, type and outlines of bushings.

- g. Excitation current and ratio correction factor curves for multi-ratio BCTs. Details of LV Bus Duct connections, flanges, etc.
- h. Alarm and Trip set points for all analog instruments.
- i. Maintenance and Operation manuals for the OLTC, OLTC motor drive, OLTC controller, fiber optic temperature probes, sudden pressure relays, pressure relief valves, oil level gauges, etc.

19. EVALUATION OF PROPOSALS – LOSS EVALUATION

In determining the apparent lowest qualified Proposers, guaranteed losses for the transformer will be evaluated at 10 MVA as follows:

- a. Cost of No-Load (Core) Losses = \$5,400 per kW
- b. Cost of Load (Copper) Losses = \$2,000 per kW
- c. The proposal award price will be calculated using \$5,400 per kW of no-load loss AND \$2,000 per kW of load loss for actual tested transformer losses which exceed the quoted guaranteed loss values. Auxiliary losses shall also be calculated using \$2,000 per kW.

20. WARRANTY:

- a. The Manufacturer shall provide a minimum 5-year warranty on all parts except for those with limited life expectancy such as batteries, fuses, light bulbs, etc., and a minimum of 1-year warranty on labor.
- b. The warranty shall become effective from the date the transformer is received.
- c. The warranty shall include all removal and installation costs of the unit if that scope of work is required under the warranty.
- d. If third party testing is desired at delivery, the testing company must be pre-approved by The City and the cost shall be included in the proposal price of the transformer.

END OF SPECIFICATION

1. ORGANIZATIONAL EXPERIENCE

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of power transformer supply, installation, erection, testing, commissioning and existing transformer removal and disposal. All power transformer supply, installation, erection, testing, commissioning and existing transformer removal and disposal provided to private sector will also be considered;
- b) provide a detailed resume and bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as Project managers and key site personnel. Offeror must include key personnel education, work experience, relevant and applicable certifications/licenses
- c) indicate how many power transformer supplies have been installed in the last 5 years and what percentage of business revenue is derived from that scope of work
- d) describe at least two project successes and failures of power transformer supplies. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (5) references from similar projects/programs performed for private, state or large local government clients within the last three (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal.**

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. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

4. 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). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview the finalist and proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

6. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by US Dollars

7. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

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.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	400
B. 2. Organizational References	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	300
C.6. Cost	200*
TOTAL POINTS AVAILABLE	1,000
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7	50
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7	100

Table 1: Evaluation Point Summary

*NOTE: C.6 will have section B. TECHNICAL SPECIFICATIONS, 19. EVALUATION OF PROPOSALS – LOSS EVALUATION criteria applied to the cost proposal submitted.

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to **1/3** of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

4. C.2 Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following: Section V. EVALUATION, A. EVALUATION POINT SUMMARY

9. C.7. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

C. 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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). 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

REQUEST FOR PROPOSAL

NORTH TRANSFORMER: 10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY

RFP # 20-21-12

This Acknowledgement of Receipt Form should be signed and submitted no later than is stated in A. SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form will be eligible to receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX E.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Procurement Manager

E-mail: procurement@torcnm.org

Subject Line: RFP #20-21-12 Replacement of North Transformer Acknowledgement Form

|

APPENDIX 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: Mayor Sandra Whitehead, Mayor Pro-tem Amanda Forrister, Commissioner Paul Baca, Commissioner Randall Aragon, Commissioner Francis Luna,

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)

APPENDIX C

DRAFT CONTRACT

THIS AGREEMENT entered into the _____ day of _____, 2021 by and between the corporation, _____ herein called **Contractor** and the **City of Truth or Consequences** herein called City of Truth or Consequences.

1. **SCOPE OF WORK:**

The Contractor shall provide labor, materials, and equipment necessary to fulfill the project requirements and scope of work described in the City of T or C RFP # _____, amendments XX, XX, XX.... and contractor's response to RFP # _____

2. **COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City of Truth or Consequences on a **LUMP SUM NOT TO EXCEED** basis and City of Truth or Consequences shall pay only the following charges for services performed: **<INSERT BID TAB FROM RFP REPSONSE>**

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____ to _____, 20XX unless sooner terminated.

4. **TERMINATION:**

Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY OF TRUTH OR CONSEQUENCES may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY OF TRUTH OR CONSEQUENCES shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City of Truth or Consequences upon written notice delivered to the CONTRACTOR at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**

The Contractor and his agents and employees are independent contractors performing professional services for the City of Truth or Consequences and are not employees of the City of Truth or Consequences. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City of Truth or Consequences vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. Neither shall the City of Truth or Consequences be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City of Truth or Consequences or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**

The contractor shall indemnify and hold harmless the City of Truth or Consequences, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

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 City of Truth or Consequences.

8. **SUBCONTRACTING:**

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of Truth or Consequences.

9. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Truth or Consequences and the New Mexico Auditor. The City of Truth or Consequences shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City of Truth or Consequences to recover excessive or illegal payments.

APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Truth or Consequences for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Truth or Consequences, this Agreement shall terminate upon written notice being given by the City of Truth or Consequences to the Contractor. The City of Truth or Consequences decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. **RELEASE:**

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

11. **CONFIDENTIALITY:**

Any information given 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 City of Truth or Consequences.

12. **CONFLICT OF INTEREST:**

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City of Truth or Consequences employee while such employee was or is employed by the City of Truth or Consequences and participating directly or indirectly in the City of Truth or Consequences contracting process.

13. **AMENDMENT:**

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

14. **SCOPE OF AGREEMENT:**

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 merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 13.

15. **NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. **INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Truth or Consequences with the City of Truth or Consequences named as additional insured on the commercial liability policy.

18. **APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Truth or Consequences and the laws of the State of New Mexico.

19. **ENTIRE AGREEMENT:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

20. **RENEWAL:**

The City of Truth or Consequences shall have the option to renew this contract for One Each additional Two (2) year term upon thirty (30) days written notice from the City of Truth or Consequences to Contractor.

21. **WAIVER OF CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

23. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Truth or Consequences

Contractor: **<INSERT CONTRACTOR’S NAME & CONTACT INFORMATION>**

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the
City of Truth or Consequences below

CONTRACTOR:

COMPANY NAME: _____

SIGNED BY: _____
NAME AND TITLE

CITY OF TRUTH OR CONSEQUENCES

BY: _____
Title: _____

Attest:

Date: _____

APPENDIX D

RFP 20-21-12 REPLACEMENT OF NORTH TRANSFORMER

NAME OF OFFEROR: _____

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

APPENDIX E - LETTER OF TRANSMITTAL FORM

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 20-21-12

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- ____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractor listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)