

REQUEST FOR PROPOSALS

FOR

**EVALUATION OF PUBLIC REGULATION COMMISSION
STAFFING AND BUDGET ALLOCATION**

ISSUE DATE: JUNE 10, 2016

LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
SANTA FE, NEW MEXICO 87501
(505) 986-4600

NOTICE

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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1. INTRODUCTION

A. Purpose. The Legislative Council Service (LCS) is issuing a request for proposals (RFP) for a contractor to conduct a study regarding the advisory staff of the Public Regulation Commission and determination of best practices and optimal allocation of staff and budget between advisory and advocacy staffing positions in the Public Regulation Commission.

B. Background. The Public Regulation Commission has responsibility for regulating public utilities, including electric, natural gas and water companies; transportation companies, including common and contract carriers; and transmission and pipeline companies, including telecommunications companies. Various analyses of the operations of the Public Regulation Commission conducted over the past few years have raised questions on whether the commission has sufficient advisory staff with the required expertise to assist and advise the commissioners to make fully informed decisions in carrying out the commission's regulatory duties (see attached documents). The New Mexico Legislature is requesting an independent analysis of the commission's operations in the context of best practices among regulatory agencies used in other states, especially with regard to the allocation of resources between advocacy staff and advisory staff.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	June 10, 2016
B. Submission of Proposals Deadline	July 11, 2016
C. Evaluation of Proposals & Selection	Week of July 11, 2016

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it is dependent on the selection date, the length of time required for Contract negotiation and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Section 13-1-104 NMSA 1978, and prospective Offerors may direct questions about the RFP to Raúl E. Burciaga, Room 411, State Capitol, Santa Fe, New Mexico 87501; telephone: (505) 986-4600.

B. Submission of Proposals. Two (2) copies of the proposal and supporting documentation, along with one (1) copy in electronic format, shall be submitted to the LCS. Proposals must be in the format specified in Item 5 below and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is 2:00 p.m. MDT, on July 11, 2016. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for Public Regulation Commission Staffing Study".

All proposals must be addressed to:

Raúl E. Burciaga, Director
Legislative Council Service
411 State Capitol
Santa Fe, New Mexico 87501

SEALED PROPOSAL

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to "Proposal for Public Regulation Commission Staffing Study"".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written or telephone notice to the person listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Proposals will not be opened publicly but will be opened in the presence of witnesses. Neither the register of proposals nor the proposals themselves will be open to public inspection until after award of the Contract. Offerors may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of all proposals.

C. Evaluation of Proposals. Proposals will be evaluated by the LCS using the criteria listed in Item 7 below. During the evaluation process, the LCS may seek clarification from Offerors but shall not negotiate with Offerors.

D. Selection of Offeror. The individual selected to perform the work and those individuals not selected will be notified in writing by the LCS. Selection does not constitute an obligation to contract with the successful Offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be mailed to all individuals who received the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended by the amendment.

The written acknowledgment form mailed with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The LCS reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the best interest of the State of New Mexico to do so. The LCS shall not be responsible for the payment of any costs incurred by the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an individual in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Offerors shall include the following information in their proposals.

A. Letter of Transmittal. Include at least the following information:

- (1) the name, address and telephone number of the Offeror;
- (2) the name and telephone number of the primary contact for the Offeror;
- (3) the signature of the Offeror;
- (4) the date of the proposal;
- (5) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and
- (6) a statement that the Offeror's proposal is valid for thirty (30) days after the deadline for submission of proposals.

B. Description of Services. Describe how the services will be provided or what tasks will be performed in response to the scope of work contained in Item 6 below. (The scope of work indicates "what" the Offeror is supposed to do; the description of services should show "how" the Offeror intends to perform the services.)

C. Remuneration. The Offeror shall state either an hourly rate or a lump-sum fee for services. The rate will be that agreed upon by the LCS and the Contractor but not in excess of prevailing rates in the state for comparable services. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes. Total compensation under this Contract cannot exceed fifty thousand dollars (\$50,000).

D. Related Experience and Qualifications. The Offeror shall discuss educational degrees, prior experience and qualifications related to accomplishing the scope of work contained in Item 6 below. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal.

The Offeror's ability to meet the evaluation factors contained in Item 7 of this RFP shall be stated in this section of the proposal.

6. SCOPE OF WORK

A. The Contractor shall conduct an operational study regarding the advisory staff of the Public Regulation Commission to determine best practices and optimal allocation of staff and budget between advisory and advocacy staffing positions in the Public Regulation Commission. At minimum, the Contractor should examine the following in conducting its study and making recommendations:

(1) best practices among public utility regulatory agencies in the use of internal advocacy staff and advisory staff, including staffing levels, necessary areas of staff expertise and staff qualifications;

(2) whether current job descriptions and compensation levels for professional and expert technical staff are appropriate and adequate to attract and keep qualified staff; and

(3) whether or not existing resources (staff and funding) can be reorganized and reallocated to more effectively and efficiently accomplish the work of the commission.

B. The Contractor shall submit a written report of its findings and recommendations to the New Mexico Legislative Council and Legislative Finance Committee on or before November 30, 2016.

7. EVALUATION CRITERIA

All proposals will be evaluated and rated in accordance with the following criteria and the indicated weighting of criteria:

(1) related experience and qualifications (see 5 D)	<u>35</u>
(2) description of services (see 5 B)	<u>45</u>
(3) references and recommendations	<u>10</u>
(4) cost	<u>10</u>
Total	100

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms and conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract will be drafted following selection of an individual to perform the services. It shall incorporate the scope of work in Item 6 above and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes, which shall be paid by the Contractor.

C. Term. The Contract shall be effective from the date it is signed by the last of the parties, and its terms shall extend until the Contractor has delivered all work required under the Contract.

D. Termination. The Contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor and the Contractor's agents and employees are independent contractors performing professional services for the LCS and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

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

K. Product of Service; Copyright. All work and rights to work produced, developed or acquired by the Contractor under the Contract, including ownership of any copyrights to work produced under the Contract, shall be transferred to and become the exclusive property of the State of New Mexico, and all materials developed or acquired under the Contract shall be delivered to the LCS not later than the termination date of the Contract. The Contractor and LCS acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the Contract.

L. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under the Contract.

M. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

N. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Contract.

O. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

P. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

R. Notice. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

S. Equal Opportunity Compliance. The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree 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 the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.