

REQUEST FOR PROPOSALS (RFP)

FOR

RFP 21-UT-017

**Maintenance, Repair and Replacement Services for Water Utility
Systems Equipment and Facilities**

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

11:00 AM Thursday, May 13, 2021

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1. **INTRODUCTION**

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

1.2. Overview. This Request for Proposal (RFP) is issued by the City of Rio Rancho to solicit competitive sealed proposals for the award of a contract to provide materials, labor, tools, equipment, transportation and other items necessary for maintenance, repair or replacement as required for well, reservoir and booster pump station sites equipment for the Water Utility Systems.

These services shall be performed on a scheduled or an emergency basis at City wells, reservoir, and booster pump station sites and other facilities as directed by the City through City letters of authorization designating a work order number and scope of work for each job. The Offeror shall supply materials, labor, tools, equipment, transportation, and other facilities necessary for completion of the services specified in this Request for Proposals.

A contract resulting from this RFP shall be a “List Price plus Discount” contract, as defined by the City’s Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City’s Procurement Code, and no proposal shall be accepted where such Cost plus Percentage Cost offers are proposed. The City reserves the right to make multiple awards as a result of this RFP if doing so would be advantageous to the City. The awarded contract(s) may be awarded to multiple Contractors and the total amount of all projects awarded for a single Contractor shall not exceed \$ 2,000,000.00 over four years and no one single project shall not exceed \$500,000.00.

Background. The Water Utility System Division has over 14 active well sites, multiple booster pump station sites, multiple monitoring wells, and 1 deep well injection site. All facilities are located in Rio Rancho. The Offeror shall provide for repair, replacement, fabrication, modification rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, and instrumentation.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Matthew Schimmel, Purchasing Specialist
3200 Civic Center Circle NE, STE 300
Rio Rancho, NM 87144
Telephone: (505) 891-5064
mschimmel@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issuance of RFP	City of Rio Rancho	Wednesday, April 14, 2021	N/A
Pre-Proposal Conference	City of Rio Rancho	Wednesday, April 21, 2021	2:00 PM
Return of Acknowledgement Form	Potential Offerors	ASAP	N/A
Deadline to Submit Written Questions	Potential Offerors	Monday, May 3, 2021	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, May 6, 2021	
Submission of Proposal	Offerors	Thursday, May 13, 2021	11:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. . A pre-proposal conference will be held for this solicitation on Wednesday, April 21, 2021 at 2:00 PM local time via GoToMeeting. Please see the City’s website for link to access the pre-proposal meeting.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror’s firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City’s website

at the following address: <https://rrnm.gov/bids>. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

- 2.2.5. Submission of Proposal.** All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
City Clerk's Office
Attention: Matthew Schimmel, Purchasing Specialist
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
RFP 21-UT-017
Maintenance, Repair and Replacement Services for Water Utility
Systems Equipment and Facilities**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section.

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rrnm.gov>.

- 2.2.6. Proposal Evaluation.** The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

- 2.2.7. Offeror Responsibility.** Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required,

information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

- 2.2.8. Oral Presentations.** The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.
- 2.2.9. Award without Discussions.** An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.
- 2.2.10. Selection of Finalists.** If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.
- 2.2.11. Discussions with Finalists.** The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.
- 2.2.12. Proposal Revisions and Best and Final Offers.** Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.
- 2.2.13. Finalize Contract.** The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the

time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is

preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**

2.3.1.i A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

2.3.2.a. Public information. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete, and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror 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 the no confidential portion of the proposal.

2.3.2.b. City's Reservation of Rights. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.3.2.c. Clarification. The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

2.3.2.d. Acceptance of Evaluation Methodology. By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective

judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.

- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference. If federal funding will be involved preference will not be applied.**

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its

payment of New Mexico Gross Receipts Tax.

- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application

of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.

- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offerors must submit one (1) original and five (5) copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of six (6) pages. The Required Information Form, Table of Contents, the cost proposal, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into three clearly defined sections, which shall include:

- 3.2.2.a** Section 1: Required Information Form, Table of Contents, Cover Letter and any additionally required documents not included in the page count.
- 3.2.2.b** Section 2: Response to Evaluation Criteria (maximum six (6) pages).
- 3.2.2.c** Section 3: Cost proposal.
- 3.2.2.d** Section 4: Additional non-scored informational appendices, such as promotional documents and resumes.

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper, size 12 font and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD or USB**

storage device containing the electronic files of the proposal shall be included with the original proposal submitted.

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

3.2.5 The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Cost Proposal. Offerors shall submit an itemized proposal for each task listed on the Scope of Work, Exhibit A, and the Offeror's proposed work plan.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Qualifications and Experience. Each Offeror must describe their qualifications and experience with working with other similarly sized municipalities and/or utility systems. List all staff qualifications, certifications, and other pertinent information to validate staff qualifications. The ability to describe your company's experience and qualifications will determine the points awarded in association with the scope of work detailed in this RFP.

4.3.2 Responsiveness and Approach. Each Offeror must effectively communicate their approach to maintain both routine and emergency repair requests. Their response approach for each type of request must be detailed and tailored to this RFP scope. The ability of the Offeror to demonstrate the importance of proper response time will determine the points awarded in this criterion.

4.3.3 Availability of Resources. Effectively demonstrate the availability of the equipment, staff, and other necessary resources to manage each repair request as detailed in this RFP. The detailed description of the Offeror's resources will be determine the points awarded.

4.3.4 References

Provide only three non-City of Rio Rancho references for the proposed staff and services rendered from other public agencies recently completed. References shall be completed by a representative familiar with the project who is currently employed. Offeror must provide a brief narrative describing relevant information for each of the three references provided. No other references outside of those included in the narrative will be calculated in the final average reference score.

In addition, the attached reference response form (Appendix E) must be filled out in its entirety and the responses to the questions must be filled out by an employee or contractor of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and email a scanned copy to Matthew Schimmel at mschimmel@rrnm.gov by 11:00 AM MST on Thursday, May 13, 2021. Reference responses will not be included as part of the overall page count. However, reference narrative descriptions are considered scored content and will be included in the page count.

For each identified project, references will be asked to score the Offeror's Quality of Work, Timeliness, Response Time and Project Management.

The totals of all three responses will be averaged to result in a final reference score. Failure to submit any of the three required sealed references shall result in zero points for that reference in the average reference score. References must provide a score for all of the four reference category scoring items. The City will calculate zero points for any reference category left blank.

If an Offeror submits more than three references, the City will exclude the highest reference score when calculating the final average reference score.

4.3.5 Cost Proposal.

4.3.5.a Offerors must submit a Cost Proposal along with each copy of their proposal submission.

4.3.5.b Cost Proposal Submissions must be submitted in two (2) parts:

4.3.5.b.1 Part (1) – Objective Cost Analysis. The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of work (whether billed directly or withheld from revenues collected). The proposal shall include all time and materials with a total “not to exceed” amount. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal.

The evaluation of each Offeror’s Cost Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror’s All-In Cost}} \times 5 \text{ pts} = \text{Awarded Points}$$

4.3.5.b.2 Part (2) – Cost Reasonableness. In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal. Both the design phase and construction phase cost proposals will be evaluation for Cost Reasonableness.

Points will be awarded based on the Offeror’s ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal.

5. SCORING OVERVIEW

RFP Section	Factor	Pass/Fail
<u>4.2</u>	<u>Mandatory Requirements</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.3	Cost Proposal	Pass/Fail
RFP Section	Factor	Points
<u>4.3</u>	<u>Evaluation Criteria</u>	
4.3.1	Qualifications and Experience	30
4.3.2	Responsiveness and Approach	30
4.3.3	Availability of Resources	20

4.3.4	References	20
4.3.6	<u>Cost Proposal Evaluation</u>	
4.3.6.b.1	Objective Cost Analysis	25
4.3.6.b.2	Cost Reasonableness	5
Total Points		130

Exhibit A
Scope of Work / Specifications for
RFP 21-UT-017
Maintenance, Repair and Replacement Services for Water Utility
Systems Equipment and Facilities

SCOPE OF WORK/SPECIFICATIONS

All work accomplished under the contract shall be in accordance with the federal, state and City manuals, standards, guidelines, standard specifications and standard procedures.

- a. The City of Rio Rancho Water Utility System Division (hereinafter referred to as the City) has over 14 well sites and multiple booster pump station sites. Additional well sites may become active at a later date and all facilities are located in the Rio Rancho area. The Contractor shall provide for repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, and instrumentation.
- b. These services shall be performed on a scheduled or on an emergency basis at City well, booster pump station, reservoir, and system facility sites as directed through City letters of authorization designating a work order number and scope of work for each job. The Contractor shall supply materials, labor, tools, equipment, transportation, and other facilities necessary for completion of these services.
- c. Services shall be initiated in the field only through the an issued purchase order or emergency field orders (when appropriate) issued by the City, and shall be executed by work and payment procedures prescribed by the general conditions and technical specifications below. A list of sample sites and sample estimates of quantities of work on City facilities referenced below only as an aid to the Contractor in weighting work item bid rates relative to one another.
- d. Sample Job Sites. Below are sample well and pump station sites that exemplify the range of facility types that may be subject to maintenance under the awarded contract. These listings are for purposes of illustration in order that prospective Contractors may familiarize themselves with typical facility equipment.

Well Sites (Column Diameters, Screen Diameters, and equipment shall be verified by contractor through research and field as necessary.)

**All wells listed below are 2,400 to 4,160 volts. A 480 volt variable frequency drive (VFD) may be added to the system in the near future.

Well #	Well Location	Well Pump Type	Oil Water Lube	Diameter Column, Inches	Bowl Setting Feet	Shaft Size Inches	Well Casing inches	Well Depth feet	Date Well Drilled
1	3309 19 th Avenue Rio Rancho 87124	Out of Service	X	12"	320'	N/A Sub	12 in	350 ft	1961
2	1712 33 rd Avenue Rio Rancho 87124	Out of Service	X	10"	570'	N/A Sub	12 in	751 ft	1963
3	2905 11 th Avenue Rio Rancho 87124	Sub	X	12"	790'	N/A Sub	12 in	825 ft	1965
4	2905 Broadmoor Rio Rancho 87124	Not Equipped past-vert Turb Monitoring Well	X	N/A	N/A	N/A	16 in	990 ft	1969
6	1702 Tulip Rio Rancho 87124	Vert Turb	X	16"	950'	2 3/16	19.37 in	1,476 ft	1991
7	1317 Abrazo Rio Rancho 87124	Vert Turb	X	12"	304'	3	16 in	1,197 ft	1975
8	916 Second Street Rio Rancho 87124	Sub – Past Vert Turb	X	10"	1163'	N/A Sub	18 in	1,618 ft	1978
9	2333 Unicorn Circle Rio Rancho 87144	Sub	X	10"	1405'	N/A Sub	18 in	1,540 ft	1984
10A	919 Red Hills Place Rio Rancho 87124	Vert Turb	X	10"	950'	2 3/16	20 in Casing 18 in SS Screen	2,495 ft	2003
12	7015 Franklin Rd. Rio Rancho 87144	Vert Turb	X	12"	460'	2 3/16	18 in	1,459 ft	1987
13	3301 Northern Blvd. Rio Rancho 87144	New Well to be equipped 2021	X	8"	Est. 1,450'	N/A Sub	18.6 in OD	1,833 ft	2019
14	1800 3 rd Avenue Rio Rancho 87124	Sub	X	12"	1100'	N/A Sub	20 in	1,740 ft	1991
15	2720 Emma Court Rio Rancho 87144	Vert Turb	X	8"	900'	1 1/2	12.75 in	1,310 ft	1993
16	2122 Norham Avenue Rio Rancho 87144	Vert Turb	X	12"	880'	2 3/16	20 in	2,010 ft	1994
17	1880 19 th Street Rio Rancho 87124	Vert Turb	X	14"	610'	2 3/16	20 in	1,710 ft	1994
19	313 First Street Rio Rancho 87124	Vert Turb	X	10"	1060'	2 3/16	20 in	2,092 ft	1995
21	3332 Llano Vista Loop Rio Rancho 87124	Vert Turb	X	10"	631'	2 3/16	20 in	1,970 ft	1999

Well #	Well Location	Well Pump Type	Oil Water Lube	Diameter Column, Inches	Bowl Setting Feet	Shaft Size Inches	Well Casing inches	Well Depth feet	Date Well Drilled
22	4717 Huron Rd. Rio Rancho 87144	Vert Turb	X		450'	2 3/16	20 in casing 18 in ss screen	2,987 ft	2005
23	2809 Perla Ct. NE Rio Rancho 87144	Not Equipped	X	N/A	N/A	N/A	20 in casing 18 in ss screen	2,019 ft	2008
AWTF 1	3354 Stapleton Ave NE Rio Rancho NM 87124	Sub	X	8.64	950	N/A	16.6 Casing 16.6 Louvered SS Screen	1,750	2010

Booster Stations

Booster Station Name/#	Location	Volts
Well 3	2905 11 th Avenue Rio Rancho 87124	480V
Well 6	1702 Tulip Rio Rancho 87124	480V
Well 8	916 Second Street Rio Rancho 87124	480 V
Well 10	3600 9 th Avenue Rio Rancho 87124	480V
Well 12	7015 Franklin Rd. Rio Rancho 87144	480V
Well 14	1000 21 st Street Rio Rancho 87144	480V
Well 15	2720 Emma Ct NE Rio Rancho 87144	480V
EHE	5009 Santa Fe Hills Way Rio Rancho 87144	480V
EHW	5501 Kennard Rd. Rio Rancho 87144	480V
Mariposa Booster Station	6101 Reservoir Rd. Rio Rancho 87144	480V
City Center Booster Station	2900 Westminister St NE Rio Rancho 87144	480V

Arsenic Treatment Name/#	Location	Volts
ATF #3 Cabezon WRF Booster	2905 11 th Avenue 2400 A Park Above Ct SE Rio Rancho 87124	480V
ATF #6	1702 Tulip Rio Rancho 87124	
ATF #9	2333 Unicorn Circle Rio Rancho 87144	
ATF #10	3600 9 th Avenue Rio Rancho 87124	
ATF #12	7015 Franklin Rd. Rio Rancho 87144	
ATF #13	3301 Northern Blvd. Rio Rancho 87144	

Arsenic Treatment Name/#	Location	Volts
ATF #14	1800 3 rd Avenue Rio Rancho 87124	
ATF #15	2720 Emma Ct NE Rio Rancho 87144	
ATF #16	2122 Norham Avenue Rio Rancho 87144	
ATF #17	1880 19 th Street Rio Rancho 87124	
Reverse Osmosis #12	7015 Franklin Rd. Rio Rancho 87144	

The work required of the Contractor shall include the following:

Detailed Technical Specifications

Each technical specification (TS item) below describes procedures and payment rates associated with respective work elements. A job performed under a primary TS item will entail additional work described under other TS items. The Contractor will be compensated for work according to the payment rates prescribed under the respective TS items. Technical specifications are as follows:

TS1 - Shop Drawings, Reports, O&M Manuals, Calculations, Permits, Scheduling, and Computerized Maintenance Management System (CMMS) Database related tasks. Payment for time applied to the following items shall be as per the TS-1 man-hour rate bid:

- Material and equipment selection calculations.
- Preparation of cost estimates.
- Preparation and maintenance of Periodic Payment Expenditure Records.
- Work schedule preparation and maintenance, and associated City meetings.
- Obtaining work permits.
- Sampling.
- Rehabilitation Calculations and reports.
- Testing period.
- Production of shop drawings.
- Production of reports.
- Production of O & M manuals.
- Data entry and data transfer for the purpose of maintaining the City’s CMMS database of information for the work, materials, drawings, plans, scheduling, etc. that is included under this Contract.

There shall be no separate payment for billing activities.

All calculations, reports, and shop drawings submitted to the City shall be accompanied digital copies readable by PC computers utilizing a current Microsoft Windows OS of the City’s choice or in an alternative format requested by the City representative. This electronic transfer of information shall include either direct entry by Contractor personnel into the City CMMS database

or the transfer of data from the Contractor in a format that can be easily integrated into the City CMMS database. The above formats may be subject to change at the discretion of the City.

The Contractor shall provide the City with detailed work schedules containing milestones and completion dates for all work. These schedules shall be updated weekly.

The Contractor is to prepare fabrication shop drawings, piping and valve installation drawings, as-built drawings, and O & M manuals for replaced equipment and appurtenances. The O & M manuals are to contain a list of all shop and as-built drawings, inspection and evaluation reports, all factory nameplate information, factory and Contractor prepared operating and maintenance procedures, and all warranty information for the above items. The O & M manuals shall include copies of the written reports of inspection described under TS-10.

If O & M manuals are not provided within 30 days after the installation is returned to the City for service, the Contractor shall provide an on-site oral presentation covering necessary operation and maintenance procedures. Copies of pertinent notes shall be submitted prior to the presentation. The oral presentation and notes shall be provided at the Contractor's expense. O & M manuals shall be submitted within 90 days after the date of beneficial occupancy.

TS-2 – Work Site Protection, Preparation, Cleanup, Disinfection, and Gathering Material. The TS2 man-hour rate bid shall apply to all material, equipment and labor applied to the following work, which is more fully described below:

- Work site preparation.
- Work site protection, to include disinfection procedures.
- Work Site Cleanup.

A tank truck utilized for chlorine solution delivery will be as per TS-9 or TS-14. Payment for Contractor oversight during preparation for securing an open well head under site preparation shall be per the TS-13 job-hour rate bid, unless other work is performed in conjunction with the oversight. Elements of work site cleanup to include cleaning and painting of buildings, piping, or equipment surfaces may utilize TS-14 and TS-15, if authorized by the City representative.

Work site preparation. This shall include dismantling and reassembling of buildings, fences and any City owned structures, removal of and resetting electric motor or gear drive, removal and reinstallation of discharge head and associated piping, removal and reinstallation of all other piping and appurtenances for oil dripper, oil motor bearing cooling water, water pressure gauge piping, and well water level airline gauge ports. Fencing shall be reinstalled/replaced to the original condition within thirty (30) days of operation.

Work site protection. The Contractor shall accept responsibility for the care and condition of all work until final completion and acceptance. This responsibility shall include both sanitary and physical protection procedures discussed below. All methods of protection and disinfection shall be subject to advanced approval by the City. The Contractor is to accept only a written City directive prior to any change in a work site protection or disinfection procedure. Any potential safety hazard must be properly barricaded.

Sanitary Protection and Disinfection of the System and Aquifer. The contractor shall be responsible for protection of the water supply system (Chlorination and De-Chlorination of discharge water per AWWA Standards) and of the aquifer from the introduction of bacteria, contaminants, or non-potable water, as a result of his work and being on site. All work shall follow industry standards for sanitary protection and disinfection. The Contractor shall also follow City furnished disinfection procedures before, during, and after pump pulling. Contractor shall assume no less than four 55 gallon drums of chlorine disinfection for bid estimate purposes. The City shall pay for the actual amount of disinfectant used on the well or equipment.

Physical Protection of Work. Contractor responsibility shall include physical protection of facilities and equipment from vandalism, foreign matter, the elements, etc. Any unmonitored well head at which the discharge head has been removed must be properly secured by City approved methods. The City shall provide well caps, keys and locks to the contractor for this purpose. If a well head is not secured, it shall not be left unattended without City authorized monitoring personnel on site. All equipment, instrumentation, and open piping (to include pump column pipe in the well), shall be covered while work is in progress. All floor drains shall be covered prior to beginning work and shall remain covered until cleanup is complete. The Contractor shall not allow anything other than water to enter the floor drains.

The Contractor shall provide personnel and equipment necessary to remove the well cap for video survey and logging access upon request. Upon completion of video survey and logging, the Contractor shall also provide the personnel for properly securing the well head with the City furnished well cap.

Work Site Cleanup. The Contractor shall not return a facility to the Water Utility Division for utilization unless he has removed from City property and from all public and private property, all temporary structures, and any light rubbish, debris, and scrap materials resulting from his operations. Within 48 hours of returning the facility to the City for acceptance testing all heavy scrap material must be removed. Waste material shall be disposed of in an environmentally safe manner.

Within one week after beneficial occupancy all inside surfaces exposed to work accomplished are to be cleaned and painted unless this requirement is waived by the City representative. Residue from cleaning shall be collected and disposed of off-site. Cleaning methods are subject to approval by the City representative. No job shall be left as complete if there are unpainted exposed metal surfaces, or openings in walls that allow excessive passage of heat or dust. The Contractor shall leave the entire site in a clean and neat condition.

If the above procedures are not followed, the City may withhold payment due the Contractor until work site cleanup is complete or the City may cause completion and deduct the cost of cleanup from payment due, or which may become due, to the Contractor.

TS-3 – Pull and Install Well Pump Equipment. The TS-3 unit price bid shall apply to well rig, well rig appurtenances, materials, and tools, and all associated well rig operating personnel applied directly to pulling and setting a well pump and airlines. The term “well pump” shall include all column pipe, shaft, inner column, bearings, spiders, pump bowls, suction pipe, and strainer.

Payment for all labor, material, and equipment applied directly toward pulling and installing a well pump shall be the TS-3 unit price bid times the sum of linear feet of assembled well pump pulled and installed. Payment for installation of additional linear feet as a part of pump installation shall also be per the TS-3 unit price. Payment for airline testing, lateral measurements, and verification of pump and equipment operation shall be per TS-7.

Prior to pump removal, the Contractor is responsible for scheduling well video survey and logging. Within one working day after pump removal, the Contractor must notify the City representative that the well is available for video survey and logging. A copy of the video survey in an approved format by the City and written log will be delivered to the City within five (5) calendar days of the video survey conducted. An additional video and electric written log will be submitted by the Utilities Engineer concurrently.

During well pump pulling and installation, the concrete pedestal shall be blown or brushed away from the open well casing to keep it free of debris. Prior to column pipe installation, debris and loose scale shall be cleared from pipe. Excess pipe dope shall be wiped from external surfaces during installation of each joint.

Prior to installing the well pump, the Contractor shall ensure that the water depth in the well is checked and that a well depth sounding test is made to determine the height and quality of silt and debris at the well bottom. The Contractor will remove any water by bailing, unless expressly waived by the City representative. The Contractor must discuss with the City representative whether the amount of fill, silt, or debris in the well warrants bailing of this material prior to pump equipment installation. Payment and procedures for bailing will be per TS-5.

A three Arm or four Arm Caliper Probe as required by Geohydrologist or City may be required prior to installing the well pump.

A casing and metal thickness measurement will likely be required prior to installing the well pump. The Contractor must discuss with the City representative the condition of the casing prior to pump equipment installation.

Prior to installing the well pump, if there is not an existing chemical feed line at the pump base, the Contractor will request that a chemical feed line installation be authorized. Upon receiving authorization, the concrete pump pedestal and well casing will be cored and the chemical feed piping installed. The Contractor shall insure the transition from the chemical feed line into the well casing is smooth to prevent damage to a well sounder line. Payment for labor and materials for chemical feed line installation will be per other TS items.

During pump installation two stainless steel airlines will be strapped to the pump column and will run from the top of the pump to the surface in one continuous piece, without joints. The Contractor shall have the well water level airlines pressure tested prior to installing the motor and other appurtenances. If there is an airline leak, the Contractor must lift or remove the discharge head and correct the leak. If the leak cannot be corrected, the City representative must be called on site for inspection prior to installing motor or appurtenances.

If the above procedures are not followed, the Contractor shall be responsible for all expenses

associated with the removal and reinstallation of discharge head, motor, and appurtenances in order that the correction or inspection of an airline leak may be accomplished.

Once tested and proven operational, all airlines shall be separately and permanently mounted with pressure gauge ports per City specification. Payment related to pressure gauge ports shall be per other TS items.

The Contractor shall provide qualified personnel to perform lateral and total lateral measurements and to witness start-up and acceptance testing. Within a period of 3 to 10 hours of completed run time the Contractor shall provide qualified personnel to perform follow-up lateral and total lateral measurements. All impeller lateral measurements made in the field shall be witnessed, inspected, and recorded by the City representative. The Contractor shall also record the measurements and provide them in the verbal and written pump reports discussed under TS-10.

TS-4 – Lower Well Pump. The TS-4 unit price bid shall apply to well rig, well rig appurtenances, materials, and tools, and all associated well rig operation personnel applied directly to adding new shaft, inner column, bearings, spiders, column piping and airline to existing well pumps. This item applies only if the pump is not removed.

Payment for labor, material, and equipment directly applied to lowering the well pump shall be the TS-4 unit price bid times linear feet that the pump is lowered.

During well pump lowering, the concrete pedestal shall be blown or brushed away from the open well casing to keep it free of debris. Excess pipe dope shall be wiped from external surfaces during installation of each joint. The stainless steel airlines shall be extended using an air tight coupling.

TS-5 – Well Abandonment and Rehabilitation. The TS-5 job-hour rate bid shall apply to well rig, well rig appurtenances, materials, and tools, and all associated well rig operating personnel applied to the well rehabilitation and abandonment procedures listed below. Note that this is not a man-hour rate. Payment for well treatment chemicals or materials placed in the well for plugging the well shall be per cost of materials, labor, and equipment. Payment for well rehabilitation and abandonment procedures not listed below shall be per other TS items. Payment for the following well rehabilitation and abandonment procedures shall be as per the TS-5 job-hour rate bid:

- Bailing of oil and/or silt from the well. Labor for removal and environmentally safe disposal of these materials off site shall be per TS-2.
- Well and gravel pack cleaning, wire brushing of screens and chemical treatments.
- Well casing or well screen repair or liner installation, and well casing concrete plug installation.
- Introduction of well plugging and capping materials
- Sampling

The Contractor shall perform these functions utilizing standard practice, materials, and methods of the industry as approved or directed by the City.

TS-6 – Well Inspection Video Surveys and Logs. This item covers all material, equipment and

labor utilized by the Contractor for producing well video surveys. Contractor responsibility and compensation for City caused well video surveying or logging is discussed. Two copies shall be produced, one for the City Contract Operator and one for the Utilities Engineer. Videos are to be a high quality video, continuous 360 degree video with remote switching. The Geohydrologist or city personnel assigned to the project shall be contacted prior to the video completion. Videos completed without contacting the assigned Geohydrologist may need to be redone at the cost of the contractor.

Payment for Contractor produced video surveys shall be as per the TS-6 lump sum job cost bid. This TS-6 lump sum will be paid for each video survey completed as directed by respective work authorization letters.

The TS-6 bid price shall include the cost of equipment set up, labor, the original and one copy each of well videotape, a type-written log describing pertinent observations and depths, and a report to include Contractor recommendations based on observations. The Contractor shall keep a copy of the tape, log, and reports on file for a minimum of three (3) years after the expiration of this contract. These Contractor copies shall be made available to the City for duplication at no charge.

Under some circumstances, well casing may be videotaped and logged by the United States Geological Survey or by City personnel. Contractor payment and procedures under these conditions shall be per TS-2.

TS-7 Repair/Replacement of Well, Booster Station and Reservoir Equipment. Payment for labor applied to the following items shall be as per the TS-7 man-hour rate bid.

- Repair or replacement of gear drives at gas engine driver sites.
- Replacement of existing above ground and buried yard valves with new manual and/or electric operated valves including all related piping and parts.
- Repair/replacement of flow meters including all related piping and parts.
- Replacement of pump and station control valves including all related piping and parts.
- Replacement of existing oil dripper units at well sites with new or repaired dripper units and or appurtenances.
- Repair or replacement of auxiliary mechanical or electrical equipment. The City reserves the right to furnish replacement well or booster pump motors.
- Electrical disconnect and hookup of repaired or replacement equipment.
- Repairs or modifications of well heads as required.
- Testing of parts, equipment, or material.
- Measure, set, and recheck field pump impeller lateral settings and field verification of pump and equipment operation.
- Demolition or removal of existing structures.
- Non well rig associated well rehabilitation or abandonment labor.

TS-8 – Fabrication and Machine Shop Work. This item covers all equipment and labor used in the fabrication and machining of well casing, well screen, chemical feed lines, discharge heads, flanges, shafts, adapters, other piping and parts, etc., and as applied to rebuilding well and booster pumps. Scrap materials from fabrication will remain as the Contractor's property.

Payment shall be as per the TS-8 man-hour rate bid. The cost of all equipment necessary for welding, fabrication, and machine shop work shall be included in this man-hour rate bid, whether the function is performed in the field or in the shop.

TS-9 – Contractor Owned Equipment. This bid item covers payment for specialized contractor owned equipment. Such TS-9 equipment is to include only crane, boom truck, backhoe, or tank truck. This equipment will be utilized to disassemble and reassemble buildings, pull and reinstall equipment, chlorinate wells, expose buried pipe, and other necessary uses. Estimates submitted by the Contractor for jobs requiring TS-9 equipment shall include an itemized list of the estimated cost of the equipment. Crane trucks must have a capacity to lift a minimum of 100,000 lbs.

Contractor's invoice shall reflect a discounted price (proposed percent off) of the current edition of the Rental Rate Bluebook, published by Data quest, 1290 Ridder Park Drive, San Jose, CA, 95131-2398. Any equipment not covered by this Bluebook shall be negotiated and shall not exceed comparable charges of local vendors. The City shall not be charged for idle machine time.

TS-10 - Inspection of Work. This item covers all equipment and labor as applied to inspection, to include disassembly and cleaning for the purpose of inspection. The Contractor shall cause a full and proper inspection of all authorized work, unless expressly waived by the City representative. This is to include, but is not precluded by any assembly, disassembly, shop work, machine work, electrical work, or balance work, whether performed by the Contractor, manufacturer, or subcontractor contributing to work under this contract.

Inspection of pump assemblies shall include shaft inspection and straightening, and inspection of column pipe, inner column, spiders, bearings, impellers, bowls, and gear drives.

Payment shall be as per the TS-10 man-hour rate bid. The price of cleaning fluids, oils, rags and materials associated with this work shall be included in the labor rate. Payment for producing the written reports of the inspection shall be per TS-1.

A fully descriptive type-written report shall follow all physical inspections unless waived by the City representative. The inspection report shall include pertinent qualitative and quantitative information, to include dates, wear or tolerance measurements, observations, and conclusions associated with the condition of the equipment. It shall contain recommended action based upon, or overriding, the inspection.

Preliminary written reports of inspection shall be forwarded to the City representative prior to corrective or associated action, unless the City representative is fully advised of the inspection and recommendations, and authorizes that the action be performed prior to report submittal.

The final type-written report of inspection shall include the above preliminary report as well as work completed, an itemized replacement parts list indicating whether replacement parts were new or used, final tolerances, date installation returned to Water Utility Division for service, job completion date, and final billing date. Information specified under TS-11 shall be included. Additional information that the Contractor deems pertinent or as requested by the City representative shall be included. Pump inspection reports shall include field and shop total pump lateral measurements, and field lateral setting measurements.

One copy of the final type written report shall be attached to any associated O & M manual and one copy shall be submitted to the City representative. The final type written report is to be submitted to the City representative no later than 15 days after installation is returned to the Water Utility Division for service. The City will furnish the Contractor with pump inspection report forms.

The City representative shall at all times have access to any work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such additional inspection. Upon request, the Contractor shall supply to the City for the purpose of inspection, any material to be installed under this contract. The City reserves the right to remove such material from a City facility work site for the purpose of inspection. The Contractor shall advise the City representative at least 24 hours in advance of all inspections.

TS-11 – Repair Parts, Materials, and Replacement Equipment. This item covers Contractor procurement of parts, material, subcontractor work, and replacement equipment for City facilities. The Contractor shall perform material, equipment, and appurtenance selection calculations based on design parameters furnished by the City. The Contractor shall submit shop drawings, selection calculations, and a PPER estimate to the City representative for review and approval prior to procurement and no later than 30 days after design parameters are furnished by the City.

The City shall reimburse the contractor for costs incurred for parts and supplies not otherwise covered in these specifications, which are required for the complete repair of the pumps, wells, and other equipment subject to the following conditions:

1. No less than 30% discount off manufacturers published price list, (the City does not allow for a cost plus contract.)
2. If the parts are available from another supplier at a lower price (minimum 10% less) the City will pay only the lowest cost.
3. The City must preauthorize all repair parts and suppliers. Freight, taxes, and any other charges shall be included in the cost. Reminder: Include delivery costs in parts and supplies to the site in the unit prices.
4. Warranties for repaired motors by subcontractors will be passed through by Contractor to the City. Contractor will warranty labor to remove and re-install electric motors when motor repairs for well pumps or booster pumps are procured through Contractor under the Agreement.

Unless otherwise specified or authorized by the City representative, all materials incorporated in permanent work shall be new. Workmanship and materials shall meet or exceed industry standards for quality. The Contractor shall upon request, furnish satisfactory evidence as to the kind and quality of materials. Any material used by the Contractor shall be subject to refusal by the City.

Contractor Furnished Pumps. The City shall specify the pumping conditions (TDH, flow rate, a and maximum driver horsepower available) required for new or rebuilt pumps and reserves the right to recommend make, bowl, and the impeller size, number, material, and finish based upon manufacturers published curves. It is the responsibility of the Contractor to perform necessary calculations to provide a check on any pump or equipment recommendation made by the City and to submit written recommendations of superior alternatives. Any operating condition that may limit the pump warranty shall be submitted in writing prior to final selection.

The Contractor shall guarantee pump performance within specified tolerances with respect to the manufacturer's published characteristic curve. Acceptable tolerances shall be flow within plus or minus 5% and efficiency greater than minus 2%. Maximum driver horsepower required anywhere on the curve shall not exceed 90% of existing driver rated horsepower unless the City representative is notified of this condition in writing prior to final selection. Characteristic curves for a representative pump of the capacity and type offered, and the data sheet discussed below,

shall be submitted to the City prior to final selection of the type of pump.

All Contractor furnished pumps will be factory tested unless specifically waived by the City representative. Factory testing shall conform to Hydraulic Institute Standards, Section E. The test shall include a full set of flow, head, efficiency, and horsepower required points over the full range of the pump. The pump curves resulting from the factory test will be adjusted to 1790 rpm unless requested otherwise by the City representative. The characteristic NPSHR curve theoretically adjusted for rpm and impeller diameter shall be included. Vibration measurements in excess of those indicated on Figure 78 of Hydraulic Institute Standards-Fourteenth Edition, will be corrected at no cost to the owner. The factory test curve shall be submitted to the City representative for acceptance or rejection prior to shipping.

The City shall conduct the field acceptance testing in the presence of the Contractor. Measurements shall be made with City calibrated measuring devices, including pressure gauges, tachometer, volt-amp meter, and level measuring device. Measurement of flow shall be with the well flow meter or by volumetric measurement utilizing the existing reservoir into which the well pumps. The Contractor may furnish such test equipment for the purpose of validation or upon request from the City. Design points shall be modified for actual conditions at time of testing to account for water pumping level, discharge pressure, speed of rotation or other parameters that may affect design points. Determination of a modified design point shall be made by the City.

The Contractor shall pull the pump or pump related equipment, disassemble, and inspect for misalignment, bent shaft, or other pump or installation related deficiencies based upon City interpretation of vibration readings or other observations during the 30 day period following initial acceptance testing. The Contractor shall be responsible for all costs of removal, disassembly, inspection, repair, and reinstallation involved, if physical inspection verifies out of tolerance pump assembly equipment with respect to relevant AWWA or Hydraulic Institute Standards, or if other obvious defects are observed. The Contractor will not be held responsible for unacceptable tolerances due to excessive natural wear conditions such as excessive sand production or excessively corrosive environments. The City shall pay for all such costs if the pump and related equipment is within industry standard tolerances and vibration measurements or other relevant observations are not greatly improved upon retesting.

If the new pump assembly as indicated from factory or field testing does not meet specified performance tolerances, or if there is insufficient total lateral to allow the factory recommended lateral setting at the design flow and TDH point and at the 80% of design flow and associated increase in TDH on the manufacturer's curve without excessive friction due to upthrust or downthrust, the City may, at the City's sole option, reject the pump and refuse payment to the Contractor for all costs associated with the pump. The total lateral at the 80% condition shall assume total wear through any lateral wear rings in the pump. The total lateral at the design point shall assume no wear of any lateral wear rings. The Contractor shall be responsible for removing the deficient pump and replacing it with a pump that meets specifications. The Contractor shall bear all costs associated with this corrective action.

Pump/Motor Manufacturers Engineer shall be made available to the City in cases where pumps are prematurely failing or the City deems the necessity of Pump/Motor Manufacturers Engineers knowledge is necessary for a well site.

Pump Assembly Data Supplied with Pumps. Data sheets supplying only the characteristic data within the list below shall be submitted prior to final selection of a pump type and prior to assembly. After pump assembly and any factory testing, the list below shall be fully completed and resubmitted prior to shipment and prior to beginning pump installation. Failure to complete and submit the data sheets in the above manner shall be sufficient cause for rejection of the pump or withholding of payment until compliance is met, at the City's option.

- Name of pump Manufacturer.
- Type of Pump.
- Number of stages.
- Impeller diameter and relative pump curve number, material, finish grade, coatings, treatment,
- Impeller dynamic balance upper test data or limits if test data is inaccessible
- Factory certified curve for pump supplied, to include flow vs TDH, efficiency curve, horsepower curve, theoretical NPSH required curve, and shut-off head.
- Bowl material and pressure rating compared to design and shutoff TDH conditions.
- Bowl shaft material and diameter.
- Head and capacity at design point, and shut-off head.
- Maximum horsepower required anywhere on the curve.
- Total lateral and lateral wear ring depth available in pump to be supplied.
- Factory calculations showing line shaft elongation, column elongation, and lineshaft column differential for design point, point of 80% of design flow, zero flow rate and a maximum of five other pumping rates to be determined by the City.
- Limits on operating conditions affecting the warranty.
- Net weight of complete pumping unit.

TS-12 – Well Test Pumping. This item covers well test pumping utilizing Contractor furnished equipment. The Contractor shall furnish driver equipment of sufficient horsepower rating to pump at the flow rate, TDH, and bowl setting determined by the City. The Contractor shall, as required, furnish acceptable flow measurement device, pump bowls, column, inner column, discharge head of sufficient size and capacity to perform the test, and discharge piping of size and length required. Contractor shall be responsible for operation of driver equipment, and shall take all field measurements. The City reserves the right to send a representative to witness any Pump Test at the factory. The City may take independent measurements. The contractor will turn in results of the test to the city and city contract operator.

Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.

TS-13 – Job Site Security. Payment for job-site security personnel provided shall be per the TS-13 job-hour rate bid. Note that this is not a man-hour rate bid item. Security personnel may be required for protection of Contractor and City owned equipment. Conditions warranting job-site security may include lack of built in security fencing or fencing temporarily removed for Contractor access to work. Estimates submitted by the Contractor for jobs shall include the cost of job-site security. Time logs signed by security personnel must be attached to billing. The Contractor shall provide job-site security at night and on weekends when necessary and also when requested by the City.

TS-14 – Rental Equipment. This item covers the use of equipment rented by the Contractor to included portable toilets. Estimates submitted by the Contractor for jobs requiring rental equipment shall include the estimated cost, and an itemized list, of the rental equipment to be applied to the job.

The City will reimburse the contractor for the costs incurred for the rental equipment. There shall be not mark up on the cost incurred. The City does not allow for a cost-plus contract.

The City reserves the right to contact other local major vendors to determine that a rental cost

incurred by the Contractor is reasonable.

TS-15 – Well and Booster Pump Evaluation. This item covers Contractor evaluation of the performance of wells, well pumps, and booster pumps, including taking water level measurements, recording flow measurements, evaluation performance, and presenting a written report.

GENERAL CONDITIONS

Bonds, Performance, and Labor and Material Payments: The successful Offeror(s) will be required to furnish separate surety bonds each in the amount of one hundred percent (100%) of the total bid price as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be furnished prior to or at the time of the issuance of a Purchase Order, but no later than fifteen (15) calendar days after the date of receipt of written notice of award of a contract resulting from this RFP. The Offeror(s) must be named as principal on the bonds. No third party performance bonds will be accepted. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico and acceptable to the City. *Cashier's checks, letters of credit, cash or other substitutes will not be accepted.*

Job Performance, Alternative Contracts, and Work Quantities. At any time during the contract period, the City reserves the right to delete any or all items from the contract, and to reduce or increase quantities of work or material procurement. Such actions are warranted but not precluded by the following circumstances to be determined at the discretion of the City:

Work can be accomplished through City personnel. Alternative contracts cover work or procurement of equipment or materials. Contractor inability to meet work schedules acceptable to the City. Insufficient quality of Contractor work, or Contractor furnished material or equipment.

Responsiveness Requirements. The City requests that the Contractor responds to the requests for service/repair based on the following detail: Emergency repairs shall be responded to within 24 hours of the initial contact by the City and routine service/repair requests shall be responded to within 72 hours of being contacted. If for some reason the Contractor is unable to respond to the request they shall notify the City with the estimated arrival time to ensure that the services can be addressed in a timely manner. Quotes can be provided in a timely manner once the initial contact and assessment has been conducted for the repair work.

Work and Procurement Quantities. The work and procurement quantities listed in the cost proposal form are estimates only. Work and procurement quantities may vary markedly based upon City requirements. The sites listed in the proposal are examples only, and are displayed only to familiarize the Contractor with the range of site condition types. Payment shall be determined solely by the measurement of the authorized work performed by the Contractor.

Materials, Services, and Facilities for Accomplishment of Work. The Contractor shall be responsible for provision and use of all materials, labor, equipment and other facilities necessary for the safe and timely completion of work. The Contractor shall be responsible for the execution of work during other than normal working hours, any time during the day or night, weekends and holidays, etc. The Contractor shall obtain additional temporary personnel or equipment when requested by the City or as necessary to meet agreed upon scheduling.

A limited number of sites may have access restricting the use of a pulling rig. If the use of a crane or boom truck for pulling and installing a well pump or other equipment or structures is required, a separate payment over a bid linear foot rate, man-hour rate, or job-hour rate may be necessary, but the Contractor must request a site inspection and authorization preceding the application of

such equipment.

In general, some of the work covered by this contract may require the use of specialized contractor furnished equipment, rental equipment, or licensed electricians and subcontractors. Any such application is to be considered atypical and must be preceded by authorization of the City representative on a job-specific and site-specific basis. The City reserves the right not to compensate the Contractor for application of such equipment or utilization of subcontractors not preceded by such authorization. Electricians must have experience with variable frequency drive motors and control systems.

Laws, Regulations, Ordinances, and Standards to be Observed. The Contractor shall keep fully informed of all industry standards and of all regulations, laws, and ordinances, whether City, County, State, or Federal, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations, laws, and standards. The Contractor shall protect and indemnify the City, and officers and agents of the City, against any claim or liability arising from or based on variation from such standards, or violations of such ordinances, regulations, or laws, as caused by the negligent actions of the Contractor, his agent, or employees.

Public Works Minimum Wage Act: Any specific job valued at more than sixty thousand dollars (\$60,000) is subject to the Public Works Minimum Wage Act [Section 13-4-10 NMSA 1978, *et seq.*], the Contractor, serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions. Each Contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The City will request a wage decision prior to a purchase order being issued or any work commencing and will distribute the wage decision to the contractor to ensure compliance with the Public Works Minimum Wage Act.

Licenses. The Contractor shall have and shall only utilize personnel and subcontractors possessing the appropriate State of New Mexico licenses necessary for accomplishment of the work herein specified. All costs associated with licenses are included in the contract unit prices.

Permits. The Contractor shall obtain all necessary permits for the execution of work herein specified, including those required for excavating in, occupying, or obstructing streets and alleys.

Owner and Public Safety. The Contractor shall be responsible for providing adequate safety protection in all areas associated with work in progress or in temporary suspension. This responsibility shall include provision of adequate safeguards for the protection of his agents and employees, City agents and employees, and for the general public. No open well casing shall be left unattended without adequate City approved physical protection from either accidental or intentional entry. Locked building doors or yard gates shall not be considered as adequate well head protection.

OSHA Regulations. The Contractor shall comply with all applicable OSHA regulations. At all times hard hats, steel toed safety shoes, safety glasses, hearing protection, gloves, etc. complying with all OSHA regulations shall be worn by Contractor's personnel working at City facilities.

Harnesses and lanyards shall be used when climbing structures over six (6) foot. Contractor personnel out of compliance with OSHA regulations shall be required to leave City work sites.

Barricades and Warning Signs. The Contractor shall, without further order than the signing of the Contract, provide, erect, and maintain barricades, guide signs, warning signs, warning lights, flares, and other adequate protection as necessary during progress or temporary suspension of the work.

Restoration of Damaged Public or Private Property. The Contractor shall take all reasonable precautions to insure that all City property, and all public and private property, is not damaged as a consequence of work performed under the Contract. The Contractor shall restore at his own expense, any damages, except as otherwise provided for in the contract, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails to do so, or refuses to do so upon notice, the City may cause such restoration and deduct the cost thereof from monies due, or which may become due, to the Contractor.

In situations where the City agrees that damage to City property is unavoidable and not due to failure of Contractor equipment or personnel, the Contractor shall be compensated for time and materials per relevant technical specifications below.

Salvage Equipment and Materials. All City owned salvage material, to include equipment, piping, and marketable materials removed from a City facility, and not utilized at that facility, shall remain City property. Following any material inspection, the Contractor shall provide 24 hour advanced notification to the City representative prior to removal of City owned salvage material from any work site. The Contractor shall produce an itemized list of all salvage items and meet the City representative at the work site prior to removal of City owned salvage material. The City representative shall designate local storage sites for delivery. The material delivery list shall be submitted to and signed by the City representative at the point of delivery, and a copy attached with the associated work order billing. Some monies or new equipment and material may not be released until all replaced equipment and material is accounted for through this procedure.

City Furnished Equipment and Materials. There shall be no separate fees or Contractor mark-up on City furnished equipment and materials installed by the Contractor. The City shall be responsible for defective City furnished equipment. However, the Contractor shall warrant all installation work and shall be responsible for loss or damage to City furnished equipment during the period that it is under his charge. Contractor compensation for installation of City furnished equipment shall be per relevant technical sections below.

Communications, Single Point of Contact. All Contractor communications with the City shall be through a single designated City representative. The single designated surrogate representative shall be contacted during any absence of the primary representative. The Contractor shall accept only written City directive prior to any change in either designated point of contact. Contractor actions based on communications through any other channel without acknowledgment of the designated point of contact shall be considered as unauthorized. At the discretion of the City, unauthorized action may result in nonpayment for associated work or in the collection of any damages associated with such action.

Work Authorization and Work Procedures. The Contractor shall only perform, and shall only be compensated for, work which has been authorized and initiated by the City. A letter of work authorization specifying work to be completed and assigning a work order number will be issued after review and acceptance of cost estimates submitted by the Contractor. In cases of emergency the City will issue written authorization for the work without cost estimates.

Work scheduling shall follow work authorization. The City has the option to place reasonable time restrictions on the performance of Work Orders. The Contractor shall exercise all due diligence in submitting a schedule of work that can be executed faithfully. Pending agreement upon a work schedule, written notice from the City will state the date at which work may begin and the date at which the facility shall be returned to the City for acceptance testing. Work at the City facility shall begin only at or following the date and time issued on the initiation of work.

The Contractor shall comply with the written City facility tagging and lock-out procedure furnished. The Contractor shall ensure that disconnecting and reconnecting of electrical and control equipment, switching electrical control equipment, and opening or closing of valves be performed only by City Utility personnel unless directed otherwise. Non-emergency excavation work must be preceded by line spot requests 48 hours prior to beginning work. The Contractor shall provide 48 hour notice when requesting that facilities be shut down for maintenance.

Labor Hour Reports and Overtime. The Contractor shall keep a daily report of all hours of work performed under this Contract by its employees at City facilities and in the Contractor's shop. Billable and non-billable hours shall be identified as such. The Contractor shall keep these reports in a job file available for review by City staff while this Contract is in force and for a period of three (3) years after receipt of final payment under this contract.

The Contractor shall attach with billing, copies of printed job labor logs indicating appropriate job phase under the work order, employee names, billable and non-billable hours, and dates worked on the job. Copies of the appropriate work site logs, as discussed below, shall also be attached to billing.

A City furnished work site log form shall be maintained and signed by the Contractor's on site agent or on site supervisor that is at the work site during the labor activity logged. These logs shall name the personnel on site and shall display the hours spent at each type of work performed. Separate work site logs shall be submitted for shop labor. Any design, engineering, or other professional work chargeable to the City shall also be logged by and signed by personnel performing the work.

Work site logs shall be the source of reports on inspection and observations cited in the technical specifications. The Contractor shall cause the on-site agent or supervisor to log all inspection measurements, tests, and observations applicable to job or material quality, all applications of specialized Contractor owned equipment or rental equipment, and all subcontracted work.

The copies of certified labor hour reports and signed work logs shall be the criteria for billing job elements that utilize man-hour or job-hour rate bids. The City representative shall review these

labor reports for correctness prior to payment authorization.

Hourly unit prices for labor shall be adjusted for overtime only when overtime has specifically been requested or authorized by the City. The adjusted overtime unit-hour rate shall not exceed one and a half times the respective unit-hour rate bid. Overtime rates shall not apply to lump sum rates or percent over invoice rates.

Final Acceptance and Warranty. The Contractor shall warranty all equipment and parts furnished and all installation and repair work performed following such installation or repair work until the end of the one year period initiated by the warranty commencement date. The warranty commencement date shall be the date of beneficial occupancy, that is, the date at which the City can begin utilization of any such unit for its' intended function in contributing to the production of water for public consumption. Repair warranty shall be based on start up date and extend for 6,040 hours of operation (12 hrs. per day for 365 days) or 3 years whichever comes first to ensure performance of repaired/replaced equipment.

Prior to acceptance testing, the Contractor shall provide written notification to the City as to operating conditions which may limit the warranty. The Contractor shall pay all costs for removal, repair, and reinstallation of equipment found to be defective within the warranty period and during acceptance testing.

When the job under a work order is completed, the Contractor shall request the City to inspect the work. If the City has taken beneficial occupancy of a work site, the Contractor must still request final inspection of the work. Following this inspection, the Contractor shall complete work defined by any punch list of items to be corrected or completed prior to acceptance.

Once the City is satisfied with the work performed, the City will issue an acceptance of work letter establishing the date of final acceptance by the City. If applicable, the acceptance letter shall identify the warranty commencement date.

Periodic Expenditure Record, Cost Estimates, and Billing. The Contractor shall submit detailed cost estimates for work requested by the City in the Periodic Payment Expenditure Record (PPER) format. A PPER shall be associated with each work order and shall account for the estimate total, total monies spent up to the previous billing, the total for the current billing, and the current total spent in monies and as a percent of the estimated cost. Each of these shall be subtotaled under each Technical Specification bid item or under further subdivided categories as required.

The Contractor shall bill once a month unless requested otherwise by the City. Submitted Contractor invoices shall reference the job description, Work Order number, the City facility site name, and the unit name. A separate invoice shall be prepared for each work order billed.

All Contractor invoices shall be submitted in duplicate, each fully documented with copies of the following items applicable to the work order billed:

1. Updated Periodic Payment Expenditure Record printout.

2. Work site logs prepared and signed by on site agent or supervisor, shop logs, and professional logs.
3. Type written Inspection and Evaluation Reports.
4. Job phase labor hour record printout.
5. Suppliers' invoices or documented replacement cost of stock merchandise for Contractor furnished parts, material, and equipment installed.
6. Receipts for all chargeable rental equipment utilized.
7. Itemized list of City owned property removed from the City facility indicating point of delivery, and signed by the City representative.
8. Subcontractor invoices fully documented with all above items except item 4.

Note that with respect to item 8 above, item 5 shall read "Subcontractor" in place of "Contractor". The Contractor shall be responsible for enforcing item 8.

Within 30 days after invoices have been approved by the City, payment shall be made to the Contractor in the amount of each billing. No billings under a work order shall be allowed beyond ninety (90) days after the date of final acceptance issued by the City.

Federal, State, and Local Taxes. All labor unit prices in the proposal shall include all applicable federal, state, and local taxes. No separate taxes shall be paid.

Final Application for Payment. At the end of each specific job, the final application for payment shall be accompanied by all documentation called for in the Contract documents and other data or documentation the City may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the services. In lieu thereof and as approved by the City, Contractor may furnish receipts of releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills and other indebtedness connected with the services for which the City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

If any subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release of receipt in full, Contractor may furnish a bond or other collateral satisfactory to the City to indemnify City against any lien.

Final Payment. If at the end of each specific job, the City is satisfied with the work and documents provided with the final application for payment and the Contractor has fulfilled all obligations under the Contract documents, then the City shall authorize the final payment and the Contractor will be paid within 30 days after authorization of the final payment by the City.

Exhibit B
Cost Proposal
RFP 21-UT-017
Maintenance, Repair and Replacement Services for Water Utility
Systems Equipment and Facilities

Please provide all materials, labor and equipment and other facilities necessary for the execution and completion of the work, as per this proposal. The following detail is to be completed per the Technical Specifications (TS) outlined in the Scope of Work. All prices quoted shall include and show separately all fees, and direct costs. Any contract resulting from this RFP shall be a “Unit Price/Hourly Rate” contract, as defined by the City’s Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City’s Procurement Code, and no bid shall be accepted where such Cost plus Percentage Cost offers are proposed. Offeror(s) shall provide a less percentage discount off the published catalog/price list maintained at the time of receipt of bids for each section identified in the Bid Form.

Bid Item No.	Item Description	Estimated Qty.	Unit	Unit Price/%	Extended Price**
1	Shop Drawings, Reports, O&M Manuals, Calculations, Permits & Scheduling, Per TS-1	400	HOUR		
2	Work Site Preparation, Cleanup, Disinfection, Gathering Materials, Per TS-2 **	800	HOUR		
3	Pull and Reinstall Per TS-3 **	5,000	LF		
4	Lower Pump per TS-4 **	350	LF		
5	Well Abandonment and Rehabilitation per TS-5 **	500	HOUR		
6	Well Inspection Video Surveys and Logs, per TS-6**	4	LS EA		
7	Repair/Replacement of Well, Booster Station and Reservoir Equipment per TS-7	1,000	HOUR		
8	Fabrication and Machine Shop Work per TS-8 **	500	HOUR		
9	Percent off Blue Book Price per TS-9 (Discount %)	\$3,000	% Discount		
10	Inspection Labor per TS-10 **	150	HOUR		
11	Operation of Driver Equipment per TS-12 **	80	HOUR		
12	Jobsite Security per TS-13	150	HOUR		
13	Percent Over Invoice for Rental Equipment per TS-14	500	EA		
14	Percent Over Invoice for Subcontract Work per TS-10 & TS-11	10,000	%		
15	Performance Evaluation of Wells, Well Pumps, Booster Pumps, Per TS-15	500	HOUR		

Bid Item No.	Item Description	Estimated Qty.	Unit	Unit Price/%	Extended Price**
16	Meetings and Administrative Services	15	HOUR		

**Denotes that all materials, tools, equipment and labor should be included in total cost proposed.

Subtotal of Extended Proposed Cost: \$ _____

Applicable NMGRT on Proposed Extended Cost @ 7.6875%: \$ _____

Extended Cost plus NMGRT: \$ _____

The estimated quantities are provided only for the purpose of comparing proposed cost of services and are not guarantees by the City of the quantity of work the Contractor shall perform. The Contractor shall be bound by the unit pricing proposed.

Appendix A
Required Information Form
RFP 21-UT-017
Maintenance, Repair and Replacement Services for Water Utility
Systems Equipment and Facilities

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

OFFEROR'S DUNS #: _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 21-UT-017, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract XX-XX-XXX
Service Agreement
Maintenance, Repair and Replacement Services for
Water Utility Systems Equipment and Facilities

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the City of Rio Rancho (the “City”), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the “Contractor”), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Planning, Design and Construction Management Services for the Maintenance, Repair and Replacement Services for Water Utility Systems Equipment and Facilities, RFP 21-UT-017, on _____, containing the scope of work attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted a proposal in response to RFP 21-UT-017 on _____; and incorporated herein by reference; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 21-UT-017, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year with the option to renew annually with a maximum four (4) year term limit unless the maximum threshold of the contract, Two Million dollars (\$2,000,000), occurs first.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit xxxx. Contractor shall not provide any quantities of work under this Agreement above and beyond the quantities approved in writing by means of a purchase order issued by the City's purchasing office. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

The total amount of all projects awarded for a single Consultant shall not exceed \$2,000,000.00 over four years and no one single project shall not exceed \$500,000.00.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and Contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent Contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent Contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of

the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or Contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and Subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

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

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

- (a) In the performance of their obligations hereunder, the parties shall obey and abide by

all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder, including claims for payment with respect to work for items not properly specified in the Contractor's work product.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and Subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Public Works Department - Engineering Section. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:
City of Rio Rancho
3200 Civic Center Circle
Rio Rancho, New Mexico 87144
Telephone:
Email:

For notice to the Contractor:

Telephone:
Fax:
Email:

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[CONTRACTOR]

By: _____
Peter Wells, Acting City Manager

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your

firm qualifies. **(Select only one):**

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. "I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
RFP 21-UT-017

**Maintenance, Repair and Replacement Services for
Water Utility Systems Equipment and Facilities**

Appendix D

ACKNOWLEDGMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Telephone: _____ **Fax:** _____

Email: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Matthew Schimmel. Purchasing Specialist
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Telephone: (505) 891-5064
Fax: (505) 891-5762
mschimmel@rrnm.gov



CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
RFP 21-UT-017

**Maintenance, Repair and Replacement Services for
Water Utility Systems Equipment and Facilities**

Appendix E
REFERENCE FORM

The responses to the questions below must be filled out by an employee of the listed reference (not by the submitting Offeror). Please complete this form, sign, and email the completed electronic copy to Matthew Schimmel, Purchasing Specialist for the City of Rio Rancho, at mschimmel@rrnm.gov no later than 11:00 AM MST on Thursday, May 13, 2021. *Thank you for your time.*

RFP Offeror/Firm Name: _____

Project Completed by Offeror: _____

Name of Reference Contact: _____

Reference Project Owner: _____

Title: _____

Telephone: _____ **Fax:** _____

Email: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Reference Response: Please rank your experience with the Offeror as follows; 5 being the most satisfied and 1 being the least satisfied. Should you have any questions regarding this form please contact Matthew Schimmel, CORR Purchasing Division, (505) 891-5064.

	Most Satisfied		to		Least Satisfied
1. Quality of Work:	5	4	3	2	1
2. Timeliness:	5	4	3	2	1
3. Response Time:	5	4	3	2	1
4. Project Management:	5	4	3	2	1

Signature of Reference Completing Form

Date Signed