

City of Albuquerque

Request for Proposals RFP2006-020-GJ

**“Maintenance, Repair and Replacement
Services for Water Facilities Equipment”**



Due Date: JUNE 28, 2006: NLT 5:00 p.m. (Local Time)
The time and date proposals are due shall be strictly observed.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
03/01/06

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INTRODUCTION

The City of Albuquerque, on behalf of the Albuquerque Bernalillo County Water Utility Authority, is seeking a vendor to provide materials, labor, tools, equipment, transportation and other items necessary for repair or replacement as required for well, reservoir and booster pump station sites equipment and building modifications for the Water Utility Department, Water Systems Division.

The Water Utility Department, Water Systems Division **has over 92 well sites, and 32 reservoir and booster pump station sites. All facilities are located in the Albuquerque Metropolitan area. The Offeror shall provide for repair, replacement, fabrication, modification rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, instrumentation and buildings.**

These services shall be performed on a scheduled or on an emergency basis at Authority well, reservoir and booster pump station sites and other system facility sites as directed by the Authority, through Authority 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.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2006-020-GJ, "Maintenance, Repair and Replacement Services for Water Facilities Equipment"

1.2 Proposal Due Date: JUNE 28, 2006 - NLT 5:00 PM (Local Time)

The time and date proposals are due shall be strictly observed.

1.3 Purchasing Office: This RFP is issued on behalf of the Water Utility Authority by the City of Albuquerque Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants 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 services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a

factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Walter Jaramillo, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3347 or E-Mail: wjaramillo@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Water Utility Department, Water Systems Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time).

Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 5:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.

1.9.4 No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submittal of Proposals:

1.9.5.1 Hard Copy: Submit 1 original and 6 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.9.5.2 Electronic Copy: Submit 1 Original of the Technical Proposal and 1 Original of the Cost Proposal

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request For Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments To the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please

state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of one year from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for up to five (5) additional one year terms by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Firm fixed price.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.18.6 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the

City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- PO Box 1293
- Albuquerque, New Mexico 87103

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the

renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the

Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.25.5 Bond Requirements: The amount of contract price will vary depending on the work load, but the Contractor shall furnish separate Bid Bond, Performance and Labor and Material Payment Bonds as follows:

1.25.5.1 PROPOSAL BOND: Each offer MUST be accompanied by a bid bond issued by a surety duly authorized to conduct business in the State of New Mexico and acceptable to the City in the amount of five percent (5%) of the total amount offered. The bid bond is submitted as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request and, if required by this Request, will furnish good and sufficient bond for the faithful performance of the Contract and for the payment of all labor and materials. The offeror must be named as principal on the bond. No third party bid bonds will be accepted. Neither Cashier's Checks, Certified Checks, personal checks, Letters of Credit, cash or other substitutes will NOT be accepted in lieu of a bid bond.

1.25.5.2 PERFORMANCE BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENTS: The successful Offeror will be required to furnish separate surety bonds each in the amount of Two hundred fifty thousand dollars (\$250,000) offered 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 Request. The Offeror 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.

1.26 Minimum Wage Rates: STATE OF NEW MEXICO - LABOR AND INDUSTRIAL LABOR REQUIREMENTS:

1.26.1 The minimum wages to be paid the various classes of mechanics and laborers engaged by the CONTRACTOR and Subcontractors for Work under this Contract including

any additional, omitted or changed work, shall not be less than the amount as determined and established by the Office of the State Labor and Industrial Commission as provided by Section 13-4-11 NMSA 1978 and in full force and effect, without exception, on the date of the contract and during the lifetime of this

1.26.2 The Contractor and each of his Subcontractors shall pay each of his employees working under this Contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements or undue inconvenience to the payee.

1.26.3 The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the CONTRACTOR or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between trade unions and Employers Association of the respective trades or occupations.

1.26.4 Wage Underpayments and Adjustments: The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract, that the City may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the City may disburse such amount so withheld by it, for and on account of the CONTRACTOR to the employee to which such amount is due. The CONTRACTOR further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the City pursuant to other provisions of this Contract.

1.26.5 A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the CONTRACTOR'S employees at all times on the job.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include name and telephone number of person(s) authorized for preparation and execution of the agreement. The City has the authority to reject any or all Subcontractors. Respond to this in Appendix A.

2.1.2 Personnel Experience: Describe the experience and qualifications of company Principals, supervisors, mill-wrights, machinists, rig operators and other employees who will be actively engaged in the execution of the contract, including experience of Subcontractors. The experience and qualifications must include reference to pulling, replacing, repair and assembly of vertical turbine and horizontal pumps, piping fabrication and installation of large and small valves and machine shop work. Also state the number of years the employees have worked with the firm and that the named employees will actually perform the work of this contract. Respond to this paragraph in Appendix B.

2.1.3 Licenses: The Offeror shall show that he/she has a New Mexico Well Drillers license and General Contractor's License and all other Contracting licenses required by law to perform the work of the contract that may be awarded pursuant to this RFP. All such licenses shall be held by the Offeror or its Subcontractor at the time the initial offer is submitted. Respond to this paragraph in Appendix C.

2.1.4 Necessary Labor and Equipment: The Offeror shall show that he/she has the necessary labor and equipment for pump work, piping fabrication and installation and machining work to include, but not limited to, well pump pulling rigs to pull two pumps simultaneously at pump setting from 100 to 1,000 feet with 12 inch column pipe, 2 7/16 inch shafts and 16 inch diameter pumps with total weight of the pumping equipment of approximately 90,000 lbs. Equipment and labor shall be available to be on site within 48 hours after issuance of a work order. Respond to this paragraph in Appendix D.

2.1.5 Experience with Turbine Pumps: The Offeror shall demonstrate at least five (5) years experience repairing and installing turbine pumps with settings from 100 feet - 1000 feet with drivers ranging from 60 - 1000 Horsepower. Indicate name of past customers and reference persons who can be contacted regarding the work. Respond to this paragraph in Appendix E.

2.1.6 Working with Community Water Systems: The Offeror shall demonstrate at least three (3) years of proven performance working with community water systems in New

Mexico. Indicate the community the work was performed for and a reference person who can be contacted regarding the work. Respond to this paragraph in [Appendix F](#).

2.1.7 Procurement of Equipment: The Offeror shall describe and provide documentation of his/her arrangements with manufacturers of pumps and other equipment pertinent to the work for procurement and repair and contacts with metallurgical laboratories for testing of shafts and other pump materials etc. Does the Contractor carry minimum stock (shop stock) of replacement parts? What is the Contractor's concept of minimum stock? How long will it take the Contractor to get replacement factory built pumps and other replacement parts. Respond to this paragraph in [Appendix G](#).

2.1.8 Adequate Facilities: The Offeror shall show that he/she has a machine shop facility or arrangements with a machine shop to perform work on a priority basis (for machining head shafts, adapters, discharge heads, pump shafts, etc.), adequate space for storing pump, column and shaft parts, piping fabrication and other mechanical repair capabilities in Bernalillo County, NM. If the offeror has any arrangements with a machine shop, then attach a copy of the agreement with the response. Respond to this paragraph in [Appendix H](#).

2.1.9 Financial: Provide a letter from a financial institution regarding institution's willingness to loan money to the Contractor (credit rating). Respond to this paragraph in [Appendix I](#).

2.1.10 Technical and Administrative Services: The Offeror shall prepare detailed weekly schedule management of all work performed under this Contract. The Offeror shall have the ability to communicate with the Owners representative via the Internet. The Offeror shall prepare shop drawings, piping and valve installation drawings, as-built drawings, and O & M manuals, and shall perform pump selection calculations based upon design parameters furnished by the City. These calculations and recommendations shall be submitted to the City for review and approval. The Offeror may be required to make entries into the City's database electronically or by other means. Describe resources that the Offeror shall draw upon for the performance of these services. Respond to this paragraph in [Appendix J](#).

2.1.11 Sanitary Protection of the System and the Aquifer: Describe industry standards, state of the art techniques, or novel approaches that the Offeror could utilize in carrying out the responsibility of sanitary protection of the water supply system and of the aquifer. How will the Offeror prevent the introduction of bacteria and contaminants into the open system during work. What methods of cleaning, disinfection, and physical protection of tools, materials, and appurtenances which come in contact with, or which are part of the open system, could be utilized preceding, during, and following work. Respond to this paragraph in [Appendix K](#).

2.1.12 Additional Information: Describe any exceptions and/or clarifications to the Request for Proposals and the sample agreement. Also include other information you believe to be pertinent but not requested in this section in [Appendix L](#).

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit the cost proposal on the form below. The form is to remain in the proposal booklet. The cost proposal shall be copied into all booklets provided to the City.

2.2.2 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay any amount not included, which is identified separately as insurance or taxes of any kind; that liability for such items, remains with the Offeror, and that the proposed price quoted must include any such costs (including all applicable taxes) the Offeror wishes to have included in the transaction which must be described therein.

COST PROPOSAL FORM

Provide all materials, labor and equipment and other facilities necessary for the execution and completion of the work, as per the proposal. The following table to be completed as per the Technical Specifications (TS) outlined in the scope of work.

Item No.	*Yearly Est. Qty	Unit	Item Description	Unit Price/%	**Extended Price
1	400	HOUR	Shop Drawings, Reports, O&M Manuals, Calculations, Permits & Scheduling, Per TS-1		
2	800	HOUR	Work Site Preparation, Cleanup, Disinfection, Gathering Materials, Per TS-2		
3	8000	L.F.	Pull and Reinstall Per TS-3		
4	350	L.F.	Lower Pump per TS-4		
5	500	HOUR	Well Abandonment and Rehabilitation per TS-5		
6	6	LUMP SUM EACH	Well Inspection Video Surveys and Logs, per TS-6		
7	1000	HOUR	Repair/Replacement of Well, Booster Station and Reservoir Equipment per TS-7		

8	500	HOUR	Fabrication and Machine Shop Work per TS-8		
9	\$3,000	%	Percent of Blue Book Price per TS-9 (Not to Exceed 100%)		
10	150	HOUR	Inspection Labor per TS-10		
11	\$180,000	%	Percent Over Invoice For Repair Parts Per TS-11		
12	80	HOUR	Operation of Driver Equipment per TS-12		
13	250	HOUR	Jobsite Security per TS-13		
14	10,000	%	Percent Over Invoice for Rental Equipment per TS-14		
15	15,000	%	Percent Over Invoice for Subcontract Work per TS-15		
16	500	HOUR	Performance Evaluation of Wells, Well Pumps, Booster Pumps, Per TS-16		

**For percentages, the extended price shall be: Estimated quantity (1 + percent as decimal) except for item #9 where extended price shall be: Estimated quantity x percent as decimal.*

***Yearly 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 under the contract and that the actual quantities will be established by the work order. The Contractor shall be bound by the unit price agreed upon, regardless of the quantities ordered by the City.*

PART 3 SCOPE OF SERVICES

3.1 Overview of Project

3.1.1 The City of Albuquerque Water Systems Division (hereinafter referred to as the City) has over 92 well sites and 32 reservoir and booster pump station sites. All facilities are located in the Albuquerque Metropolitan area. The Contractor shall provide for repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, instrumentation, and buildings.

3.1.2 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.

3.1.3 Services shall be initiated in the field only through Clearance Forms 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 is attached only as an aid to the Contractor in weighting work item bid rates relative to one another.

3.2 General Conditions

3.2.1 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:

3.2.1.1 Work can be accomplished through City personnel.

3.2.1.2 Alternative contracts cover work or procurement of equipment or materials.

3.2.1.3 Contractor inability to meet work schedules acceptable to the City.

3.2.1.4 Insufficient quality of Contractor work, or Contractor furnished material or equipment.

3.2.2 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.

3.2.3 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.

3.2.3.1 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.

3.2.3.2 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.

3.2.4 Laws, Regulations, Ordinances, and Standards to be Observed. The Contractor shall keep himself 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. He shall at all times observe and comply with said ordinances, regulations, laws, and standards. He 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.

3.2.5 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.

3.2.6 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.

3.2.7 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.

3.2.8 OSHA Regulations. The Contractor shall comply with all applicable OSHA regulations. At all times hard hats and steel toed safety shoes complying with ANSI-75 shall be worn by Contractor's personnel working at City facilities. Contractor personnel out of compliance with OSHA regulations shall be required to leave City work sites.

3.2.9 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.

3.2.10 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 this Contract. The Contractor shall restore at his own expense, any damages, except as otherwise provided for in this 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.

3.2.10.1 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.

3.2.11 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 salvage representative (CSR) at the work site prior to removal of City owned salvage material. The CSR shall designate local storage sites for delivery. The material delivery list shall be submitted to and signed by the CSR 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.

3.2.12 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.

3.2.13 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.

3.2.14 Work Authorization, Clearance Forms, 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.

3.2.14.1 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, a Clearance form will be issued stating 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 Clearance form for initiation of work.

3.2.14.2 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 Water 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.

3.2.15 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.

3.2.15.1 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.

3.2.15.2 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.

3.2.15.3 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.

3.2.15.4 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.

3.2.15.5 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.

3.2.16 Final Acceptance and Warranty. The Contractor shall warrant 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.

3.2.16.1 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.

3.2.16.2 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.

3.2.16.3 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.

3.2.1 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. Subsection D contains an example of the PPER. 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.

3.2.17.1 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.

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

3.2.17.2.1 Updated Periodic Payment Expenditure Record printout.

3.2.17.2.2 Work site logs prepared and signed by on site agent or supervisor, shop logs, and professional logs.

3.2.17.2.3 Type written Inspection and Evaluation Reports.

3.2.17.2.4 Job phase labor hour record printout.

3.2.17.2.5 Suppliers' invoices or documented replacement cost of stock merchandise for Contractor furnished parts, material, and equipment installed.

3.2.17.2.6 Receipts for all chargeable rental equipment utilized.

3.2.17.2.7 Itemized list of City owned property removed from the City facility indicating point of delivery, and signed by the CSR.

3.2.17.2.8 Subcontractor invoices fully documented with all above items except item 4.

3.2.17.3 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.

3.2.17.4 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.

3.2.18 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.

3.2.19 Final Application for Payment. At the end of the Contract, 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.

3.2.19.1 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.

3.2.20 Final Payment. If at the end of the Contract, 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 45 days after authorization of the final payment by the City.

3.3 Technical Specifications (TS). 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:

3.3.1 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:

3.3.1.1 Material and equipment selection calculations.

3.3.1.2 Preparation of cost estimates.

3.3.1.3 Preparation and maintenance of Periodic Payment Expenditure Records.

3.3.1.4 Work schedule preparation and maintenance, and associated City meetings.

3.3.1.5 Obtaining work permits.

3.3.1.6 Production of shop drawings.

3.3.1.7 Production of reports.

3.3.1.8 Production of O & M manuals.

3.3.1.9 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.

3.3.1.10 There shall be no separate payment for billing activities.

3.3.1.11 All calculations, reports, and shop drawings submitted to the City shall be accompanied by 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.

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

3.3.1.13 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.

3.3.1.14 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.

3.3.2 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:

3.3.2.1 Work site preparation.

3.3.2.2 Work site protection, to include disinfection procedures.

3.3.2.3 Work Site Cleanup.

3.3.2.4 A tank truck utilized for chlorine solution delivery will be as per TS-9 or TS-14. Payment for chemicals used for well disinfection will be as per TS-11. 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.

3.3.2.5 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.

3.3.2.6 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.

3.3.2.6 Sanitary Protection and Disinfection of the System and Aquifer. The contractor shall be responsible for protection of the water supply system 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.

3.3.2.7 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.

3.3.2.9 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.

3.3.2.10 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.

3.3.2.11 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.

3.3.2.12 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.

3.3.3 TS-3 – Pull and Install Well Pump Equipment. The TS-3 unit price bid shall apply only 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.

3.3.3.1 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.

3.3.3.2 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. If the Contractor performs the video survey, a copy of the videotape and the written log will be delivered to the City within five days of the video survey.

3.3.3.3 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.

3.3.3.4 Prior to installing the well pump, the Contractor shall ensure that the oil 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 oil 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.

3.3.3.5 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.

3.3.3.6 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.

3.3.3.7 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.

3.3.3.8 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.

3.3.3.9 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.

3.3.4 TS-4 – Lower Well Pump. The TS-4 unit price bid shall apply only 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 air line to existing well pumps. This item applies only if the pump is not removed.

3.3.4.1 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.

3.3.4.2 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.

3.3.5 TS-5 – Well Abandonment and Rehabilitation. The TS-5 job-hour rate bid shall apply only 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 TS-11. 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:

3.3.5.1 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.

3.3.5.2 Well and gravel pack cleaning, wire brushing of screens and chemical treatments.

3.3.5.3 Well casing or well screen repair or liner installation, and well casing concrete plug installation.

3.3.5.4 Introduction of well plugging and capping materials

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

3.3.6 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.

3.3.6.1 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.

3.3.6.2 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.

3.3.6.3 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.

3.3.7 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.

3.3.7.1 Repair or replacement of gear drives at gas engine driver sites.

3.3.7.2 Replacement of existing above ground and buried yard valves with new manual and/or electric operated valves including all related piping and parts.

3.3.7.3 Repair/replacement of flow meters including all related piping and parts.

3.3.7.4 Replacement of pump and station control valves including all related piping and parts.

3.3.7.5 Replacement of existing oil dripper units at well sites with new or repaired dripper units and or appurtenances.

3.3.7.6 Repair or replacement of auxiliary mechanical or electrical equipment. The City reserves the right to furnish replacement well or booster pump motors.

3.3.7.7 Electrical disconnect and hookup of repaired or replacement equipment.

3.3.7.8 Repairs or modifications of well heads as required.

3.3.7.9 Testing of parts, equipment, or material.

3.3.7.10 Measure, set, and recheck field pump impeller lateral settings and field verification of pump and equipment operation.

3.3.7.11 Demolition or removal of existing structures.

3.3.7.12 Non well rig associated well rehabilitation or abandonment labor.

3.3.8 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.

3.3.8.1 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.

3.3.9 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.

3.3.9.1 Contractor payment shall be as per the TS-9 hourly bid percent, not to exceed 100%, of the current edition of the Rental Rate Bluebook, published by Data quest, 1290 Ridder Park Drive, San Jose, CA, 95131-2398, as per this contract document. 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.

3.3.10 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.

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

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 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.

3.3.10.5 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.

3.3.10.6 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.

3.3.10.7 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.

3.3.11 TS-11 – Repair Parts, Materials, and Replacement Equipment. This item covers Contractor procurement of parts, material, 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.

3.3.11.1 Payment shall be the Contractor invoice cost plus TS-11 percent over invoice bid, plus freight. The City reserves the right to contact other major brand parts and equipment suppliers to

determine if Contractors costs are reasonable. If cost of repair parts, material, or replacement equipment from other suppliers is 5% or more lower than the Contractors invoice cost, the City shall pay the lower cost, plus TS-11 percent over the lower cost, plus freight.

3.3.11.2 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.

3.3.11.3 Contractor Furnished Pumps. The City shall specify the pumping conditions (TDH, flow rate, 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.

3.3.11.4 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.

3.3.11.5 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.

3.3.11.6 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.

3.3.11.7 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.

3.3.11.8 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.

3.3.11.9 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.

3.3.11.9.1 Name of pump Manufacturer.

3.3.11.9.2 Type of Pump.

3.3.11.9.3 Number of stages.

3.3.11.9.4 Impeller diameter and relative pump curve number, material, finish grade, coatings, treatment,

3.3.11.9.5 Impeller dynamic balance upper test data or limits if test data is inaccessible

3.3.11.9.6 Factory certified curve for pump supplied, to include flow vs TDH, efficiency curve, horsepower curve, theoretical NPSH required curve, and shut-off head.

3.3.11.9.7 Bowl material and pressure rating compared to design and shutoff TDH conditions.

3.3.11.9.8 Bowl shaft material and diameter.

3.3.11.9.9 Head and capacity at design point, and shut-off head.

3.3.11.9.10 Maximum horsepower required anywhere on the curve.

3.3.11.9.11 Total lateral and lateral wear ring depth available in pump to be supplied.

3.3.11.9.12 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.

3.3.11.9.13 Limits on operating conditions affecting the warranty.

3.3.11.9.14 Net weight of complete pumping unit.

3.3.12 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 may take independent measurements.

3.3.12.1 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.

3.3.13 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.

3.3.14 TS-14 – Rental Equipment. This item covers the use of equipment rented by the Contractor. 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.

3.3.14.1 Payment shall be as per Contractor's invoice cost plus the TS-14 percent over invoice bid. The Contractor shall submit supplier invoices for all rental equipment with billing.

3.3.14.2 The City reserves the right to contact other local major vendors to determine that a rental cost incurred by the Contractor is reasonable. If the cost of equipment through other suppliers is 5% or more lower than the Contractors invoice cost, the City shall pay the lower cost, plus the bid percent over invoice.

3.3.15 TS-15 – Subcontract Work. This item covers the utilization of subcontractors. Subcontracted work may include the use of licensed electricians or plumbers, specialized consultants, vibration analysis and dynamic balancing, excavation, material testing, inspection and analysis, specialized laboratory testing, hauling, cleaning, and painting.

3.3.15.1 Payment shall be Contractor's invoice cost plus percent over invoice bid. Estimates submitted by the Contractor for subcontracted work shall include the estimated cost and type of subcontracted work to include itemized estimates of material, equipment, and labor to be provided by the subcontractor.

3.3.15.2 The City reserves the right to purchase materials, parts, and equipment to be installed by the subcontractor, under separate contracts. The City reserves the right to contact other major subcontractors, equipment suppliers, and vendors to determine that subcontract costs to be incurred by the Contractor are reasonable. Upon request from the City, the Contractor shall utilize alternative sources or accept the lower charges if found to be 5% or less than Contractor estimates.

3.3.16 TS-16 – Well and Booster Pump Evaluation. This item covers Contractor evaluation of the performance of wells, well pumps, booster pumps, including taking water level measurements, recording flow measurements, evaluation performance and presenting a written report.

3.4 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 This Contract. These listings are for purposes of illustration in order that prospective Contractors may familiarize themselves with typical facility equipment. These listings shall not be construed as a part of the Contract documents awarded pursuant to this RFP.

3.4.1.1 Well Sites

Well Name & Address	Oil Lube Water Lube	Column Length, FT	Diameter Column, Inches	Bowl Setting Feet	Shaft Size Inches
Atrisco #3 324 46 th St., Nw	X	10'	10"	130	1-3/16
Duranes #4 3420 Duranes Rd., NW	X	10'	10"	255	1-5/16
Burton #4 1720 Girard, SE	X	20'	12"	600	2-3/16
College #1 9900 Ouray Rd., NW	X	20'	10"	560	1-11/16
Charles Wells #1 2421 Messila, NE	X	20'	12"	500	2-3/16
Leyendecker #4 4509 Louisiana, NE	X	20'	10"	500	1-15/16
Love #6 10601 Hannet, NE	X	10'	10"	775	1-11/16
Volcano #3 7231 Atrisco, NW	X	20'	12"	570	2-3/16
Lomas #6 11715 Cochiti, SE	X	20'	12"	795	2-7/16
Ponderosa #5 9901 Academy, NE	x	20'	10"	880	2-3/16

3.4.1.2 Pump Stations and Reservoir Sites

Facility Name	Type of Pumps	Motor HP	Max GPM per Pump	Maximum Valve Size at the Facility
Eubank PS 10322 Lomas, NE	Vertical	600	6,500	42"
Duranes PS 1917 Cherry Lane, NW	Horizontal Split Case	400, +Gas Engine	5,000	42"
Supper Rock PS 14529 Mel Smith, NE	Vertical	150	3,000	24"
Miles PS 3108 University, SE	Vertical	350	6,000	42"
Ridgecrest PS 9717 Santa Clara, SE	Vertical	600	7,000	42"
Four Hills PS Four Hills Golf Course	Vertical	450	400	36"

PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 -- The offerors personnel experience, as described in his response in Appendix B.

50 -- The offerors licenses, as described in his response in Appendix C.

75 -- The offerors showing that he has the necessary labor force and experience, as described in his response in Appendix D.

50 -- The offerors experience with turbine pumps, as described in his response in Appendix E.

50 -- The offerors experience with working with community Water Systems, as described in his response in Appendix F.

50 -- The offerors ability to procure equipment and specialty services, as described in his response in Appendix G.

75 -- The offerors physical plant, as described in his response in Appendix H.

50 -- The offerors ability to obtain loans from a financial institution, as described in his response in Appendix I.

75 -- The offerors response regarding Technical and Administrative Services, as described in his response in Appendix J.

75 -- The offerors response regarding Sanitary Protection of the System and Aquifer, as described in his response in Appendix K.

50 -- The offerors response with Additional Information, as described in his response in Appendix L.

300 -- Cost Proposal - Based upon the cost proposal submitted in Part II C. Evaluation of cost factors in the selection will include consideration of the magnitude of the cost

differentials, the keenness of competition in the Technical Proposal, and the impact of other factors. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of work required. The burden of proof as to cost credibility rests with the offeror. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also the offeror's ability to organize and perform work under this contract.

PLEASE NOTE THAT THE LOWEST COST IS NOT THE SOLE CRITERION FOR RECOMMENDING CONTRACT AWARD.

4.2.2 Cost/Price Factors. The cost evaluation will be performed by the City Purchasing Division. The cost evaluation will be a two-part process: a preliminary cost review and analysis followed by a cost effectiveness evaluation. The preliminary cost review will ensure that each remaining offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Evaluation Committee if lacking in information to equitably compare costs.

4.2.3 Cost Evaluation. The cost effective evaluation will be performed using the cost analysis performed by the Purchasing Division and results of the Technical Evaluation performed by the Ad Hoc Evaluation Committee. Evaluation points will be awarded based on an evaluation of each Offeror's cost proposal. The City will evaluate the Cost Proposals from a cost effectiveness perspective.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

4.3 Additional Points for Community Involvement. The City has implemented a program to assist Albuquerque's young adults in finding summer employment with local businesses. The object is to benefit the community by providing meaningful work experiences for young people and assisting businesses to locate summer staffing. This program is called the City's Summer Youth JOBS Initiative. To encourage participation in this program, an additional 50 points will be added to the total composite score of any Offeror who volunteers to do one of the following:

4.3.1 To hire one or more youth(s) (ages 16 - 21) for a minimum of eight (8) weeks for at least forty (40) hours per week of employment placement during the period of May 15 to September 1 of each year during the term of its contract with the City, to pay at least a minimum wage to the youth hired, to provide a meaningful work experience for the youth and an understanding of basic employment rules and requirements, to hire the youth through the New Mexico Department of Labor Dial-A-Teen Office, and to follow all applicable laws and regulations regarding the hiring of young adults; or

4.3.2 To contribute at least Two Thousand Dollars to the City's Summer Youth JOBS Initiative Fund for each one year period during the term of its contract with the City. The funds will be used to provide employment for youth with other employers.

4.3.3 An Offeror must certify in a written statement submitted with its proposal its willingness to participate in this program and to meet the selected requirements outlined above in order to be eligible for these additional points.

**PART 5
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2006__ by and between the City of Albuquerque Water Utility Department on behalf of the Albuquerque Bernalillo County Water Utility Authority, (hereinafter referred to as the "Authority"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City of Albuquerque Water Utility Department on behalf of the Albuquerque Bernalillo County Water Utility Authority issued a Request For Proposals for the Water Utility Department, RFP____-____-__, titled "**Maintenance, Repair and Replacement Services for Water Facilities Equipment**", dated _____, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP____-____-__, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the Authority desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Authority:

Provide Maintenance, Repair and Replacement Services for Water Facilities Equipment, in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within one year of the date of execution of this Agreement. This Agreement may be extended for up to five (5) additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. **Compensation.** For performing the Services specified in Section 1 hereof, the Authority agrees to pay the Contractor up to the amount of

_____ Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. **Method of Payment.** Such payment shall be made to the Contractor monthly upon receipt by the Authority of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Authority.

C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Board of Directors of the Albuquerque Bernalillo County Water Utility Authority making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Board, this Agreement may be terminated at the end of the Authority's then current fiscal year upon written notice given by the Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Authority and all of its interest in this Agreement will cease upon the date of termination. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the

Authority and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to

Article XII, Section 8 of the Albuquerque City Charter.

13. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

14. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

16. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of

completion.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

City of Albuquerque Water Utility
Department on behalf of the
Albuquerque Bernalillo County
Water Utility Authority

CONTRACTOR:

Approved By:

By: _____

Mark S. Sanchez
Executive Director

Title: _____

Date: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

Roy G. Robinson, Director
Water Utility Department

Date: _____

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

PART 6 - INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). 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.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

APPENDICES

BOND FORMS

WAGE RATES TO FOLLOW

Bond Requirements – The Offeror and the Contractor shall furnish the following bonds:

BID SECURITY: Each Bid shall be accompanied by a bid bond issued by a surety duly authorized to conduct business in the state of New Mexico and acceptable to the OWNER in the amount of Fifty Thousand Dollars. The bid security is submitted as a guaranty that the Bidder, if awarded the contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required by the Contract documents, will furnish good and sufficient bond for the faithful performance of the same and for the payment of all labor and materials, and furnish required certificates of insurance. The bid bond of all bidders will be retained until the Contract is awarded or other disposition is made thereof. The bid bond of all bidders will be promptly returned until either (a) the contract has been executed and the labor and material bond and the performance bond and all required proof of insurance, including certificates of insurance, have been furnished to OWNER; (b) the time specified in the bid documents has elapsed so that bidder may withdraw the Bid; or (c) all bids have been rejected, whichever occurs first. Should the bidder refuse to enter into such Contract or fail to furnish such bonds or proof of insurance, the amount of the Bid bond shall be forfeited to OWNER as liquidated damages, not as a penalty. Bids submitted without the required bid bond, written by a surety, as stated above will automatically be rejected. The awarded Bidder must be named as principal on the bonds.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENTS BOND and INSURANCE CERTIFICATES: The selected Bidder will be required to furnish separate surety bonds each in the amount of one hundred percent (100%) of the total contract amount, offered as security for the faithful performance of the contract and for the payment of all labor and materials. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico and acceptable to the OWNER. In addition, the CONTRACTOR shall furnish certificates of insurance as required by the Bid document. The awarded Bidder must be named as principal on the bonds.

All bonds must be written by a surety duly authorized to conduct business in the State of New Mexico and listed as approved in the current Federal Register listing. The bonds shall be written on the forms provided in this Request for Bids.

NO THIRD PARTY BONDS WILL BE ACCEPTED.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

FAILURE TO SUBMIT THE BID BOND IN THE FORM OF A SURETY AS STATED ABOVE WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE OFFER.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the OWNER, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid dated ____-____-____, Bid Number _____, titled, _____, for _____, which Bid is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the OWNER shall accept the Bid of the Principal and the Principal shall enter into a Contract with the OWNER in accordance with the terms of such Bid, and give such bond or bonds as may be specified in Bidding or Contract Documents with good and sufficient surety for the faithful performance of Such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

Principal (Typed/Printed Name)
By: _____
Title: _____

ATTEST:

Surety (Typed/Printed Name)
By: _____
Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Contractor, and _____, a Corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the OWNER, in the amount of _____ Dollars (\$ _____) for the payment whereof the CONTRACTOR and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR shall by written agreement enter into a contract with the OWNER described as follows, _____ (City Request for Bid No. _____), dated _____, titled, _____), which Contract shall by reference be made a part hereof and is hereinafter referred as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the OWNER from showing the true character and quality of materials furnished or services rendered or from recovering from the CONTRACTOR or Surety such damages as the OWNER may sustain by reason of Deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the CONTRACTOR shall be and is declared by the OWNER to be, in default under the Contract, the OWNER having performed its obligations there under; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to the OWNER for completing the Contract in accordance with its terms and conditions and, upon determination by the OWNER and Surety of the lowest responsive and responsible Bidder, arrange for a contract between such Bidder and OWNER and make the available as the work

progresses (even though there should be default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price." As used in this paragraph shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to the CONTRACTOR.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the OWNER named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20_____.

ATTEST:

Principal (Typed/Printed Name)

By:_____

Title:_____

ATTEST:

Surety (Typed/Printed Name)

By:_____

Title:_____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

_____.

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the OWNER in the amount of _____ Dollars (\$ _____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Bid in response to RFB No _____, dated _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows: _____ which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or the work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract there under, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the OWNER and the parties to whom Sections 13-4-20 NMSA 1978, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED this _____ day of _____, 20_____.

Contractor _____
(Typed/Printed Name)

ATTEST: By: _____

_____ Title: _____

Surety: _____
(Typed/Printed Name)

ATTEST: By: _____

_____ Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

_____.

This Bond is issued simultaneously with the Performance Bond in favor of the City for the faithful performance of the Contract.