

Meeting Date: April 22, 2020
Staff Contact: John M. Stomp, Chief Operating Officer

TITLE: C-20-13- Approval of Increase to Contract with Triple H Solar, LLC for Solar Energy Feasibility Advisor Services

ACTION: Recommend Approval

Summary:

The Albuquerque Bernalillo County Water Utility Authority issued P2018000002 Solar Energy Feasibility Advisor Request for Proposals (RFP) to solicit proposals from qualified vendors to provide Solar Energy Feasibility Advisor Services. The contract was awarded in 2017 to Triple H Solar, LLC through C-17-31.

An increase to the agreement with Triple H Solar for solar energy feasibility advisor services is requested. The increase from \$250,000.00 to \$400,000.00 is for the continuation of services for an additional two years.

If approved by the Board, an amended agreement will be issued by the Water Authority to enable Triple H Solar to continue to provide these services. Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this contract, if any.

FISCAL IMPACT:

The previously approved board amount of \$250,000.00 will need to be increased to \$400,000.00, which amount excludes applicable taxes.

**AGREEMENT
BETWEEN
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
TRIPLE H SOLAR, LLC

SOLAR ENERGY FEASIBILITY ADVISORY SERVICES**

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and TRIPLE H SOLAR, LLC, (hereinafter referred to as the "Contractor"), a New Mexico Corporation, whose address is 940 Saratoga Dr. NE, Rio Rancho, NM 87144.

RECITALS

WHEREAS, the Water Authority issued a Request for Proposals, P2018000002, titled "Solar Energy Feasibility Advisor" dated August 30, 2017 and

WHEREAS, the Contractor submitted its proposal, dated October 2, 2017, in response to P2018000002, which proposal is attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, The Water Authority and the Contractor agreed to pricing pursuant to P2018000002, resulting in the labor and direct costs fee proposals, attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Water Authority desires to engage the Contractor to provide the services described in the Scope of Services attached as Exhibit A, at the prices provided in the Cost Proposal attached as Exhibit C.

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 Water Authority:

Provide Solar Energy Feasibility Advisory Services in accordance with requirements of this Request for Proposals as described in the Scope of Services (attached as Exhibit A).

2. Time of Performance. Services of the Contractor shall commence on upon 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 two years of the date of execution of this Agreement. This Agreement may be extended for up to two (2) 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 Water Authority agrees to pay the Contractor on an as-needed basis for time and materials, with labor rates at \$80/hour, not to exceed \$250,000.00 (Two Hundred and Fifty Thousand Dollars) for the two year term, 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. Up to an additional \$250,000.00 (Two Hundred and Fifty Thousand Dollars) may be added if the contract is extend for the allowable two (2) one-year terms.

B. Method of Payment. Such amount shall be paid to the Contractor in accordance with Exhibit C, Cost Proposal, which is attached hereto and by this reference made a part of this Agreement. Payments shall be made to the Contractor an as-needed basis for time and materials, with labor rates at \$80/hour, not to exceed 250,000.00 (Two Hundred and Fifty Thousand Dollars) upon receipt by the Water Authority of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

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

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. 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 Water Authority 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 Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or shall 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 Water Authority.

B. All the Services required hereunder shall 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 Water Authority. 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 Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Section 1. have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the Water Authority.

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 Water Authority 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 Water Authority, 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 Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor shall 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 Water Authority.

11. **Conflict of Interest; Governmental Conduct Act.** The Contractor 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 or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.

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

final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water 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.

14. **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 Water Authority 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.

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

16. **Changes.** The Water Authority 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 Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.

17. **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 Water Authority thereto.

18. **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 Water Authority 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 Water Authority, 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 Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. **Termination for Convenience of the Water Authority.** The Water Authority 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 Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding shall 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.

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

22. **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. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

23. **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 rules and regulations of the Water Authority.

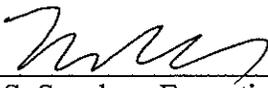
24. **Approval Required.** This Agreement shall not become effective or binding until approved by the Executive Director.

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

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

**CONTRACTOR:
TRIPLE H SOLAR, LLC**

Approved By:



Mark S. Sanchez, Executive Director

JMS

By: 

Title: Owner

Date: 11/27/17

Date: 11/12/2017

Reviewed by:



Peter Auh, General Counsel

State Taxation and Revenue Department
Taxpayer Identification No.: 03256507000

Federal Taxpayer Identification No.
46-1374244

Date: 11-15-17

Exhibit A
SCOPE OF SERVICES

This section describes Scope of Services to be provided by _____ (your Company/the Contractor) to the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) as solar energy professional technical advisor providing initial/potential facility solar array analysis and sizing, feasibility analysis, Power Purchase Agreements including procurement and installation oversight, commissioning and other technical support as needed for the ABCWUA.

The Contractor shall perform the following services in a satisfactory and professional manner as determined by the ABCWUA:

Task 1: Prepare probable facility(s) solar array sizing, energy generation and feasibility analysis on sites selected for analysis by ABCWUA. Provide ABCWUA options for implementing projects that are deemed feasible and support procurement. The Services to be completed in Task 1 include the following:

- i) For facilities selected by ABCWUA, analyze existing facility energy usage, propose solar array system size and probable return on investment. Support ABCWUA analysis of financing/procurement options.
- ii) Support the ABCWUA with validating the feasibility of solar projects selected for analysis/implementation. Include feasibility analysis on each proposed site and draft scope(s) of work for procurement of those sites deemed feasible by ABCWUA.
- iii) Work in conjunction with ABCWUA staff and legal counsel to validate the most appropriate procurement method and development of RFP for selected procurement method.

Deliverables:

- a) Initial and final feasibility analysis on solar projects for facilities selected for study by ABCWUA
- b) Scope(s) of work to support procurement of those projects deemed feasible.

Task 2: Support the development of Power Purchase Agreements including procurement, installation and commissioning of projects deemed feasible in Task 1. The Services to be completed in Task 2 include the following:

- i) Support ABCWUA with analysis of submitted technical and financial proposals via RFP(s) process in Task 1.
 - ii) Assist and support the design submittal review process of solar energy array(s) proposed for each site in RFP(s) process.
 - iii) Provide weekly progress reports for each solar project, including project schedule review, over-seeing solar energy array commissioning and validation of solar energy system performance.
-

Deliverables:

a) Summary of technical and financial proposals for each RFP(s) developed b) weekly project(s) progress reports during project(s) implementation.



Request for Proposals
Solicitation Number: P2018000002
SOLAR ENERGY FEASIBILITY ADVISOR
October 2, 2017



**Albuquerque
Bernalillo County
Water Utility
Authority**

Triple H Solar, LLC



September 25, 2017

Via: Hand Delivery & Electronic Submittal

Kelli De Angelis-Craig, CPO, Contract Administrator
Water Authority Purchasing Office;
Albuquerque Bernalillo County Water Utility Authority
Post Office Box 568,
Albuquerque, New Mexico 87103-0568

Re: RFP Solicitation Number P2018000002 - SOLAR ENERGY FEASIBILITY ADVISOR

Dear Mrs. Craig,

To support Water Authority's renewable energy implementation efforts, you need a partner that has recent experience working with the Water Authority, PNM, the solar industry and understands your desires/requirements for securing solar energy options for your facilities. Triple H Solar is that partner. We have the proven experience with the Water Authority and communities across the state on similar projects. We are excited to have the opportunity to continue our efforts towards integrating solar energy production into your facilities.

The Water Authority should take great pride in, and to be commended for, being proactive in their continued pursuit of solar energy generation at their facilities!

Please find included in this proposal submission the following:

- One (1) original, five (5) copies of Triple H Solar's Technical Proposal and one (1) soft copy on a jump drive for the above referenced RFP.

Triple H Solar is a local New Mexico firm that consults strictly as a third-party owner's representative providing independent analysis with zero ties to solar installation or equipment suppliers and energy sales companies. As a true third party, the Water Authority can confidently move forward with solar energy projects without bias.

Triple H Solar's philosophy of doing business: "Clients for Life" - It has always been a principle I've approached business by and have built my career on doing the right things for the right reasons.

Sincerely,



Steve House, PE

Owner, Triple H Solar LLC

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2.1 Technical Proposal, Section One

2.1.1 Offeror Identification:

Name of Organization:	Triple H Solar LLC
Address:	940 Saratoga Dr. NE, Rio Rancho, NM 87144
Point of contact:	Steve House, PE (authorized to execute draft agreement)
	Phone: 505-280-0102
	Email: shouse@triplehsolar.com
Nature of organization:	Limited Liability Corporation
Subcontractors:	None
Statement of compliance:	Triple H Solar LLC will comply with all laws stated in the RFP for this project.
Statement of agreement:	Triple H Solar LLC agrees to all terms and conditions of the Draft Agreement and requests no exceptions.
Receipt of Addenda:	Triple H Solar LLC has received all 2 Addenda, each are signed and included as Exhibit "A".
Ability to carry insurance:	Triple H Solar LLC can and will carry insurance specified. See Exhibit "B" for insurance certification.

2.1.2 Qualifications:

Triple H Solar is the only local New Mexico firm that has provided true third party solar energy consultant services for public agencies such as the Albuquerque Bernalillo County Water Utility Authority, City of Rio Rancho, Central New Mexico Community College, City of Albuquerque, and Village of Corrales in the Albuquerque metropolitan area. For the public entities previously mentioned and others across the state, Triple H Solar provides full service owner's representation, from concept to support during construction. Because Triple H Solar does not have any affiliation with solar installation companies or equipment suppliers and energy sales we are able to provide the decision matrixes that allows for transparency and confidence in the final recommendation for the renewal energy procurement.

Steve House, Owner of Triple H Solar, has worked with the Water Authority over 17 years, with the last 3 years focused on renewal energy projects. Steve have gained invaluable knowledge including the PNM rate structure agreements that are unique to the Water Authority, process for implementing PPA agreements, and a solid understanding of the



facilities, land and structures owned by the Water Authority. Combining this information and the knowledge Steve has gained from working across New Mexico, will provide the Water Authority with a trusted partner and seamless delivery.

2.1.2.1 Team Members:

We are dedicated to the Water Authority and available at moment's notice for meetings, discussions and site visits. Our office is a short 20-minute drive, and we commit to being available day or night to serve you. We propose Steve House, as your primary point of contract and project principal. Steve has over 30 years' experience in the engineering, construction and consulting industry and has worked with the Water Authority over 17 years. Supporting Steve in the delivery of the project, Julie Martinek will provide data management and project analysis. Together they will provide a seamless team to the Water Authority. Short bios of Steve and Julie are below.

Steven M. House P.E. (Owner & Project Principle):

Born and raised in New Mexico, a graduate of the Civil engineering program at New Mexico State University and over 30 years in the engineering, construction and consulting industry Steve has a deep understanding of the needs and challenges that public entities currently face. Steve's personable approach, strong management approach, commitment and passion for solar energy makes Steve an excellent project principal for this project.

Steve is a registered Professional Engineer and understands the framework, complexities and challenges of implementing solar projects at or near the Water Authorities treatment, pump stations, reservoirs, and other facilities. Steve most recently helped the Water Authority complete the award winning 1.5MW solar array at the Water Treatment Plant. The 1.5MW AC array will save the water utility authority approximately \$9,000,000 over the 25-year power purchase agreement term.

Building off his 8 years in the renewal energy industry, working closely with PNM, Tri-State, and local cooperative energy provider, Steve has experience collaborating with the energy provider to secure approvals and connection agreements for implementation. Steve has completed similar scopes of services for public entities including City of Rio Rancho, City of Truth or Consequence, City of Albuquerque, Central New Mexico Community College (all campuses), Farmington Public Schools, and Grant County.

Please review the projects listed in section 2.1.3 Experience for more details on Triple H Solar's recent projects and Steve's resume is attached in Exhibit "C" of this proposal.



Julie Martinek (Project Analyst):

Julie has 15 years of experience leading the development and implementation of environmental science, technology, engineering and math (STEM) education curriculum for robotics, rocketry, computer animation, video game programming, CAD/3D printing, and digital art. Translating the experience managing the STEM education, including developing the data gathering protocols, Julie developed clear data management assessment methods that highlight insightful data, conducted project phase prioritization, and delivered a comprehensive solar feasibility analysis.

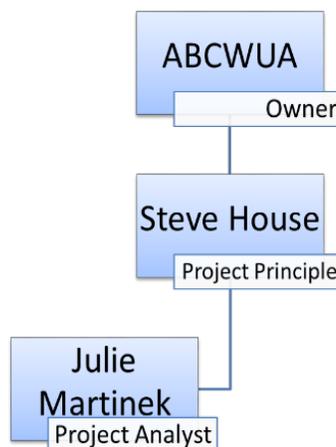
Julie’s question-based analytical approach to data management, analysis and interpretation provides valuable insight allowing Julie to pose questions and suggest methods and approaches that have not been considered, to challenge the assumptions of the prevailing model often identifying limitations, and to validate the data output in the final reports in a variety of ways.

Julie supported Steve in the feasibility analysis of the City of Albuquerque’s \$25,000,000 Clean Energy Renewable Bond program that’ll provide 12% of the City’s electricity usage in renewable energy. When complete it will encompass approximately 34 sites and generate 25,000,000 kWh/year.

Julie’s resume is attached in Exhibit “C” of this proposal.

2.1.2.2 Organization Chart:

Steve and Julie work as a team, collaborating and partnering with the Water Authority. Our organization chart is simple and depicted below:



2.1.2.3 Management Summary:

As sole owner and 100% responsible for work products produced by Triple H Solar, Steve will be the single line of authority and point of contract with the Water Authority. Steve, having worked with Authority staff for over 17 years and understanding the internal operational process of “who does what, where and why”, streamlines the interface process and allows efficient use of everyone’s time while analyzing the integration of solar energy into various Water Authority facilities and operations.

We use three main resources in analyzing the feasibility of adding solar to help offset energy costs, they are:

1. Triple H Solar’s Solar Analysis Sizing Model which is an Excel based model developed and modified over the years to analyze solar array sizing relative to facility usage.
2. Department of Energy’s National Renewable Laboratories System Advisory Model (SAM) to aid in production analysis and feasibility quality control
3. Energy Toolbase to also aid in system sizing and as a double check. Energy Toolbase also helps in estimating energy storage systems (batteries) if appropriate for the energy rate tariff being analyzed.



In addition to the analysis tools described above we’ll use actual (current & historical) PNM usage data, both kilowatt hours and demand (kW) to optimize array sizing and potentially integrate energy storage to offset peak demand costs. Those costs, depending on the tariff, can be as much as 2/3 of a facilities electric bill for which can now be offset with energy storage systems feasibly. The historical data is important as it allows a look back at historical usages over years and will show trends or anomalies that need to be addressed.

2.1.2.4 Specialized Design & Technical Competence:

A transparent, defensible, third party feasibility analysis and subsequent action plan done by a consultant immersed in the Southwest’s current solar industry is imperative to be able to clearly understand the long-term investment of adding solar energy production and/or storage to any existing or planned facility(s). Triple H Solar specializes in exactly that scope of work. We focus exclusively on the local New Mexico market, how it’s affected by the solar industry in the southwest and nationally to provide you with “real time” information on system and energy costs as well as trends/technologies from other parts of the country.

There are several unique things about Triple H Solar that set it apart from any other local (or national) consulting firms and we are very proud of those attributes. One of the most unique things about Triple H Solar is our autonomy from energy sales/financing, equipment and



installation companies that occupy 99% of the solar industry space. Having been in that the installation and equipment supplying industry in the past, we understand how the industry operates and why, which provides invaluable insight into how best to help our clients optimize the integration of solar energy production into their facilities. Through our work as a third-party consultant, we naturally mix with the other 99% of the industry keeping our knowledge level of emerging technologies and market prices fresh.

Although the scope of this work does not require any true design work, Steve House is a registered Professional Engineer and can review, challenge, and cast an objective eye on systems proposed by contractors for potential integration into Water Authority facilities. In addition, Steve has years of experience in providing services during construction that provides the Water Authority confidence in the final installation and connection of the energy.

Steve, as the sole owner of the company, answers only himself relative to company operations and obligations which affords him the luxury of being able to focus on one or two clients at a time and provide a high level of service unmatched by others. The objective of the company's formation was not to grow it into a large consulting firm but provide a unique, tailored service to entities like the Water Authority that is a truly independent, third party resource. No large overhead or corporate infrastructure to support, just dependable, transparent feasibility analysis for solar energy system integration.

2.1.2.5 Capacity & Capability:

Triple H Solar has the capacity and capability to provide you with unique, unequalled service and support at whatever level you may require. The company is not burdened with any large corporate structure, bureaucracy or overhead allowing us to be very nimble and super economic. Steve and Julie's skills are complementary and overlap where beneficial, which provides an efficient work flow environment internally. We have experience, capacity and capability to be your feasibility advisor as proven over our last 3 years providing similar scope of services to the Water Authority.

2.1.3 Experience:

Current Experience:

Triple H Solar has relevant, current experience to meet the needs of the Water Authority. Steve has supported with the Water Utility Authority analyzing various facilities for potential solar energy use for several years now. Most recently he's supported the Authority's efforts in the a 1.5-megawatt, single axis tracking solar array installed at the Water Treatment Plant. That projects energy is being purchased through a power purchase agreement (PPA) and it will generate approximately 3,000,000 kWhs saving the Water Authority approximately \$360,000 per year. Steve provided support from beginning to end, including initial analysis, Request for



Proposal (RFP) development, procurement process support and implementation oversight/support.

Steve is leading the feasibility study, analysis and acting as the Solar Advisor for the City of Albuquerque for their \$25,000,000 Clean Energy Renewable Bond program that'll provide 12% of the City's use in renewable energy. The work is to provide technical support for site and feasibility analysis, project(s) implementation (procurement and construction oversight). Julie is supporting Steve with usage data analysis, system sizing and cash-flow calculations/projections on the project.

In addition, Steve and Julie provide similar Solar Advisor roles to Central New Mexico Community College, City of Truth or Consequences, NM, and the Farmington School district.

2.1.3.2 Past Experience:

Triple H Solar has worked across New Mexico providing similar scope of services. Our relevant example projects and references accomplished in the last 3 to 5 years are below:

- ✓ **Albuquerque Bernalillo County Water Utility**
Authority:
Project Name: Solar Advisor for the Water Treatment Plant Solar Array.
Year Completed: Phase 1 Completed 2017, additional phases are on-going:
Reference: John M. Stomp, PE, Director, Albuquerque Bernalillo County Water Utility Authority
jstomp@abcwua.org / (505) 289-3150



The Water Authority has over 200 meters that consume 161,000,000 kWh which amounts to \$10,000,000 in energy costs annually. Triple H Solar provided solar feasibility study and solar array project implementation of a 1.5MW AC solar array at the Water Treatment Plant. The 1.5MW solar array provides a saving of approximately \$9,000,000 over the 25-year power purchase agreement term. The feasibility study included an additional two arrays (yet to be procured), a 1 MW array can be covered parking, and the opportunity exists to utilize a unique shade structure over settling ponds that will approach 3MW in size. We'd recommend both be reanalyzed to confirm optimal sizing relative to new PNM tariff structures.

- ✓ **City of Rio Rancho, New Mexico**
Project Name: Solar Feasibility Study and Solar Advisor for Implementation
Year Completed: On-going
Reference: Matthew O'Grady, PE, Public Works Director, City of Rio Rancho NM
MOGRADY@rrnm.gov / (505) 891-5016
Triple H Solar completed a solar feasibility study and subsequent implementation plan



for the City's 84 electric meters that consume 116,000,000 kWh and amount to \$11,300,000 in energy costs. The City is using the study results for Capital Improvement planning and cost savings for most of their water and sewer infrastructure. The top 11 most feasible projects will generate \$500,000 in savings the first year. The City of Rio Rancho is in the process of contracting for energy from the largest array in the portfolio which is a 1.5MW DC array for their Wastewater Treatment Plant #2. They are considering the installation of an additional 15-20MW array that would be a composite for multiple meters the municipality is responsible for and an anchor for a pending industrial park.

✓ **City of Albuquerque, NM;**

Project Name: Clean Energy Renewal Bond Solar Advisor

Year Completed: On-going

Reference: Michael J. Riordan, PE, Chief Operations Officer, City of Albuquerque
MRiordan@cabq.gov / (505) 768-3000

Professional Services scope of work supporting the City of Albuquerque's 25% renewable energy goal with the implementation of solar energy. Steve is leading the technical support for site and feasibility analysis, project(s) implementation (procurement and construction oversight). The \$25,000,000 Clean Energy Renewable Bond program will provide 12% of the City's use in renewable energy. When complete it will encompass approximately 34 sites and generate 25,000,000 kWh/year.

✓ **Town of Truth or Consequence, New Mexico**

Project Name: Solar Feasibility Study and Implementation Project

Year Completed: 2015

Reference: Juan Fuentes, City Manager, City of T or C NM
jafuentes@torcnm.org / (575) 894-6673

Steve and Triple H Solar provided a City-wide Solar feasibility study of all City owned facilities. The feasibility study supported the implementation of a 1.8MW DC ground mount, single axis array. Steve provided Solar Advisor services including the development of the Request for Proposal for a Power Purchase Agreement, support during selection and through construction and commissioning of the a 1.8MW DC ground mount, single axis array. The Town of T or C owns their own electric utility inside Sierra Electric Coop who buys their electricity from Tri-State Generation and Transmission. The town contracted for the energy from the array via a PPA and anticipates savings of \$7,500,000 over the 25-year term of the PPA.



Town of T or C 1.8MW Array



- ✓ **Town of Truth or Consequence, New Mexico**
Project Name: On-call Solar and Energy Professional Services
Year Completed: On-going
Reference: Bo Easley, Electric Utility Department Director, City of T or C
beasley@torcnm.org / (575) 740-3824

For the last 4 years, Steve provides on-going professional energy, power and solar consulting services to the City of T or C. Services includes review of rate structures, billing, and coordination with Sierra Electric Co-Op and Tri-State Generation. Steve also provides consulting services and project management for electrical infrastructure design and construction.

- ✓ **Central New Mexico Community College (CNM)**

Project Name: Solar Energy Facility Plan
Year Completed: Phase 1 2014; on-going services for future implementation
Reference: Molly Blumhoefer, CLL and Sustainability Project Manager, Central New Mexico Community College
mblumhoefer@cnm.edu / (505) 681-6957



Central New Mexico Community College roof mounted array

Reference for Phase 1: Louis Campos (Former CNM Project Manager), Statewide Facilities Manager, Administrative Office of the Courts- NM Courts lcampos708@centurylink.net / (505) 681-6957

Steve completed a campus wide Solar Energy Facilities Plan for CNM in 2014. Following the Energy Facility Plan, Steve supported the development and subsequent implementation of various solar facilities in that plan. CNM is now in the process of procuring a PPA agreement for their largest array, a 1.2MW DC ground mount, single axis array at Westside Campus. The Westside Campus array will provide approximately 70% of the colleges electrical needs at their saving them \$210,000 per year.

CNM and Triple H Solar are currently updating the Solar Facilities plan to incorporate new PNM rate tariffs and analyze energy storage options for additional savings.

Triple H Solar has also provided solar consulting services for **Farmington School District, Town of Taos, and Grant County, New Mexico**. For Farmington School District, Steve provided a feasibility analysis on 4 of the district’s schools with acreage owned by the district to accommodate a 100% offset solar array. The feasibility study concluded that the savings didn’t warrant the investment at the time of the analysis which was early spring 2017. The Town of Taos has a 50kW array installed on City Hall that Steve helped implement. For **Grant County, New Mexico**, Triple H Solar analyzed 5 separate arrays for County facilities that are being bundled into one RFP for a power purchase agreement. The five arrays total 120kW.



Below is a list of references, including names and phone numbers, for projects performed of a similar scope or size:

- ✓ John M. Stomp, PE, Director, Albuquerque Bernalillo County Water Utility Authority
jestomp@abcwua.org / (505) 289-3150
- ✓ Matthew O’Grady, PE, Public Works Director, City of Rio Rancho NM
MOGRADY@rrnm.gov / (505) 891-5016
- ✓ Michael J. Riordan, PE, Chief Operations Officer, City of Albuquerque NM
MRiordan@cabq.gov / (505) 768-3000
- ✓ Juan Fuentes, City Manager, City of T or C NM jafuentes@torcnm.org / (575) 894-6673
- ✓ Bo Easley, Electric Utility Department Director, City of T or C beasley@torcnm.org / (575) 740-3824
- ✓ Molly Blumhoefer, CLL and Sustainability Project Manager, Central New Mexico Community College mblumhoefer@cnm.edu / (505) 681-6957
- ✓ Louis Campos (Former CNM Project Manager), Statewide Facilities Manager, Administrative Office of the Courts- NM Courts lcampos708@centurylink.net / (505) 681-6957
- ✓ Ted Lasiewicz, Chief of Operations, Farmington School District, Farmington NM
tlasiewicz@fms.k12.nm.us / (505) 330-7122
- ✓ Michael "Mischa" Larisch, Planning and Community Development Director, Grant County NM mlarisch@grantcountynm.com / 575-574-0007

2.1.3.3 Past Record of Performance:

Triple H Solar LLC has a stellar record of performance meeting and exceeding client expectations. We have never overrun any budget originally agreed upon by a client nor have we ever missed a scheduled deadline or project milestone. There have been a few contract amendments to include additional scope items and/or time extensions to accommodate changing market conditions (like new PNM rate cases) or client priorities all of which were gladly accepted by our clients. We have also never been asked to rework any product produced and have been praised numerous time for our work product, it’s timeliness and quality. Triple H Solar’s work and client service is so superior that much of work done by the company is for repeat client and/or referrals from existing clients.

“Steve was able to provide CNM with solar array options for all the campuses electrical meters which when integrated into our facilities will save us hundreds of thousands on our electricity costs.” – Louis Campos



2.1.4 Proposed Technical Approach to Tasks:

Triple H Solar's culture and values align with those of the Water Authority. Our project management and consulting practices provide proven approaches that will meet your project objectives and vision.

Triple H Solar's extensive history working with the Water Authority, comprehensive experience with the solar industry, planning, and implementation of solar energy projects, solar analysis and array/storage sizing tools, and a broad range of experience with PNM and your numerous project elements will allow for an efficient, effective partnership with the Water Authority that will result in smooth project planning and implementation to solar energy production.

From our 2015 Solar Feasibility Study of the Water Authorities facilities, we know that of your 200+ meters and based on PNM's pending rate changes there may be 100 to 150 facilities that could be now considered available options for solar installation that may not have been candidates based on previous PNM rates. Our approach will be to identify and prioritize the facilities that make the most financial and operational sense. We will utilize our past experience by working closely with Water Authority staff and Nann Winter to make sure we identify the best projects and appropriate procurement method(s). Key project considerations include confirming the area for the solar array is available, won't impact any future Water Authority facility expansions, and if the PNM rate structure based on the facility energy usage will provide savings and/or appropriate level of return on investment.

General Project Management

Steve's approach to work fosters team communication, work planning, change and risk management, and, most important, client service and satisfaction.

Steve's management philosophy is based on strong communication and clear, timely decision-making. To achieve this, we will use the foundations of Project Management that Steve has developed during his 30 years of successful project management experience.

Data Gathering

Proper data gathering, be it tangible or intangible, is the foundation of successful solar project implementation. Operating within the industry as a Solar Advisor and Owner's Representative, Triple H Solar regularly interfaces with solar energy equipment installation and energy sales companies regularly giving us "real-time" data relative to installation and equipment prices as well as energy sales and emerging technologies be it from utilities or solar energy providers selling energy and/or equipment through PPAs. It is also mandatory to understand what tangible data (PNM usages, kilowatt hours and kilowatts) is appropriate to analyze and for what reasons, we know how to do that! That knowledge described above is invaluable in analyzing the feasibility of solar projects for your facilities as well as evaluating proposals from offerors responding to RFPs and RFBs.



We also understand the need for the Water Authority to have to ability to offset your annual renewable energy rider with PNM through annual investments in renewable energy implementation and usage. With our understanding and experience, we have ideas on how that can be accomplished using upfront yearly payments for solar energy procurement.

Table 1 and 2 on the following pages are flow charts depicting how we have successfully integrated solar energy projects into existing Water Authorities facilities. It's a proven process we used on the most recent Water Authority project allowing us to start immediately without reinventing of the wheel nor relationship building and has provided a solar energy project that is saving the Water Authority money every day.

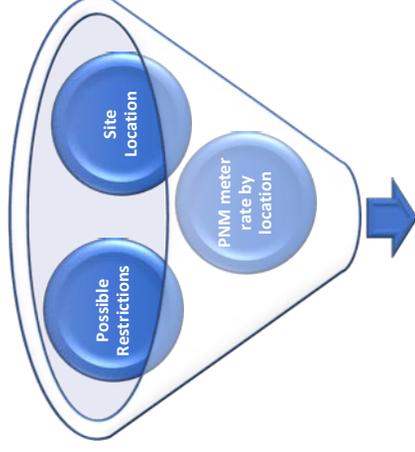


Triple H Solar, LLC
Solar Energy Solutions

A great partnership!!!



Task 1: Prepare probable facility(s) solar array sizing, energy generation and feasibility analysis on sites selected for analysis by ABCWUA. Provide ABCWUA options for implementing projects that are deemed feasible and support procurement.

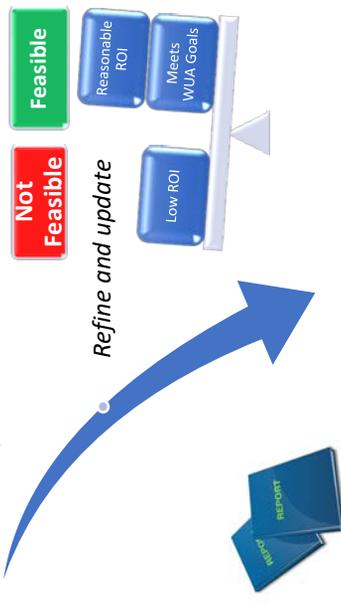


Facility usage & demand data model

Additional screening and consideration:

- Based on PNM Rate, will solar provide a cost savings?
- Is the physical space available without impacting future growth?
- Other factors effecting solar energy integration such as labor and equipment market costs and location to interconnections

Review initial screening and evaluation criteria with Water Authority Staff



Finalize Feasibility Analysis

Task 1:

Major Activities performed by Steve House and Julie Martinek, Triple H Solar:

- Visit each site for a physical inspection and interview staff
- Gather and review site specific information including site location, possible restrictions, PNM meter rates by meter location, facility usage data
- Gain understanding of facility future growth plans and limitations surrounding the location
- Identify the best PNM interconnection locations
- Develop Feasibility Analysis solar energy model
- Develop and refine Feasibility Analysis including Return on Investment and nonmonetary consideration
- Collaborative workshop for evaluation process on project locations & ROI with Water Authority staff including finance and legal
- Compile the findings and recommendations for each project site in a final Feasibility Analysis that will be used as the roadmap for Task 2

Deliverables:

- Initial Feasibility Analysis on solar projects
- Final Feasibility Analysis for prioritized projects
- Identify the procurement methods for each project (or a combination of projects)
- Prepare scope of work to support procurement of identified projects

Total Hours proposed to complete Task 1:

- 1360 Hours

Task 2: Support the development of Power Purchase Agreements including procurement, installation and commissioning of projects deemed feasible in Task 1.

Task 2:

Major Activities performed by Steve House an Julie Martinek, Triple H Solar:

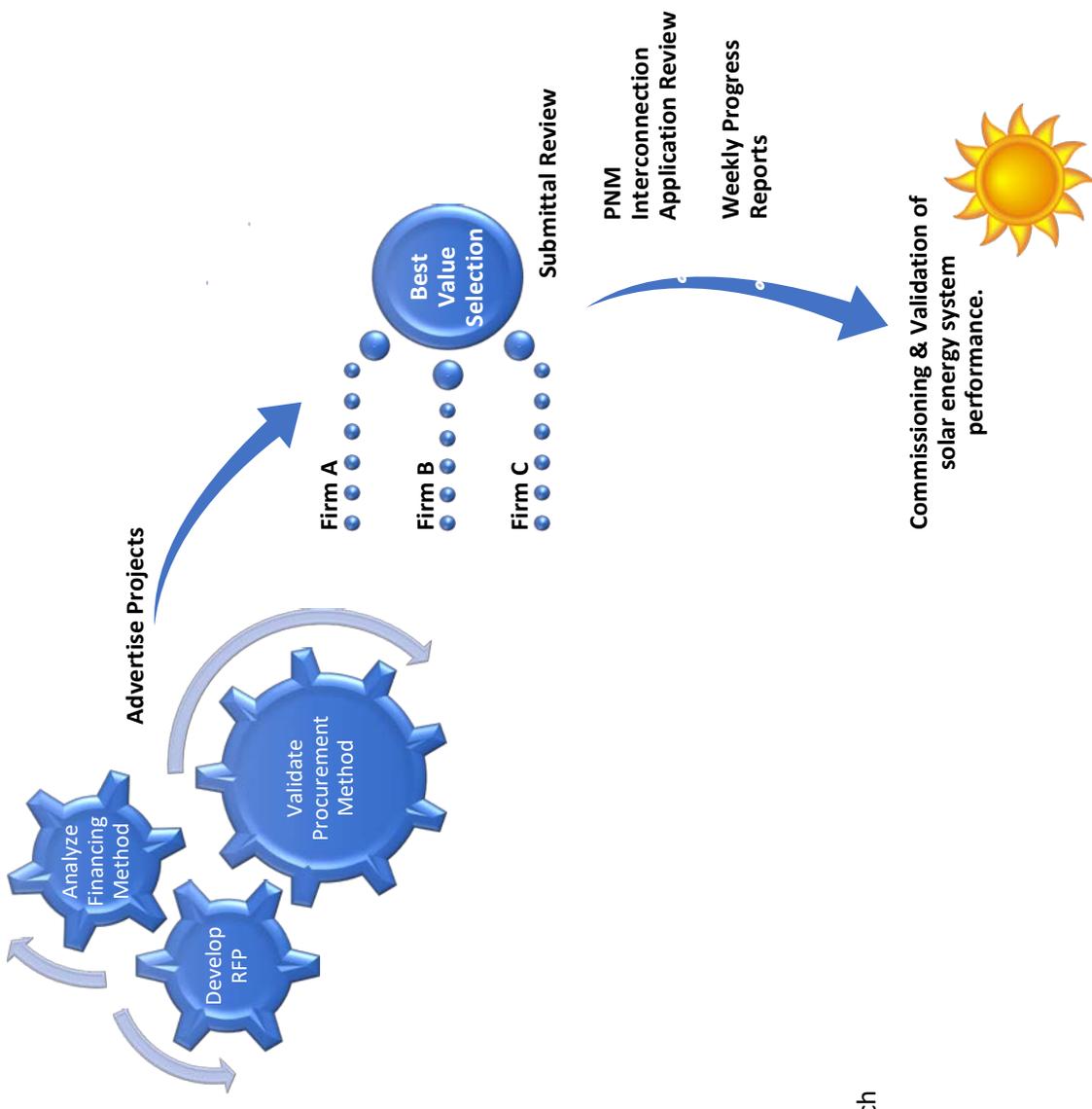
- Analyze financing method for project execution
 - PPA
 - Cash purchase
- Finalize project prioritization and implementation schedule
- Develop appropriate Request for Proposal based on the financing method by project(s)
- Validate procurement method with Purchasing, Financial and Legal Department
- Support the procurement and selection of solar installation and equipment firms
- Provides advisor services during submittal review process of solar energy array(s) proposed for each site
- Review and comment on the PNM Interconnection Application
- Develop weekly progress reports for each solar project, including project schedules
- Provide field observation services during implementation of the solar project(s)
- Over-see solar energy array commissioning and validation of solar energy system performance.

Deliverables:

- Summary of technical and financial proposals for each RFP(s) developed
- Weekly project(s) progress reports during project(s) implementation.

Total Hours proposed to complete Task 1:

- 1120 Hours



2.2 Cost Proposal – See separate, sealed envelope marked Cost Proposal

The cost proposal submitted with this technical proposal is based on Addendum #2, item #2 in which potential sites are described. Hours and subsequent costs are noted in that cost proposal.

Per addendum #2 we understand that there will likely will be additional sites and facilities to analyze and we'd love to negotiate hours you feel necessary to look at those facilities the Water Authority deems appropriate to analyze.



Exhibit "A" - Receipt of Addenda



Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: P2018000002

SOLAR ENERGY FEASIBILITY ADVISOR

Addendum No. 1



Deadline for Receipt of Offers: Monday, October 2, 2017 1:30 p.m. (Mountain Time)
The Water Authority eProcurement System will not allow proposals to be submitted after this date and time.

ABCWUA
Purchasing Office
(Revised 07/06/2017)

**P2018000002, Solar Energy Feasibility Advisor
Addendum No. 1**

P2018000002, Addendum No. 1 is to answer vendor questions.

Q. We are interested in responding to the above mentioned RFP, but we need some clarification. If we win this RFP, does it preclude our company from being able to bid on the actual solar installation work?

A. Per Section 10-16-13 of the State of New Mexico Governmental Conduct Act:

No state agency or local government agency shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or local government agency shall exercise due diligence to ensure compliance with this section.

Considering that the Scope of Services is written with the inclusion of the advisor in development of procurement solicitations, that would then preclude them from being able to participate in the installation work.

Please incorporate this Addendum in the original RFP document. Sign and return this Addendum acknowledgment with your RFP response.

Acknowledged & Returned:



Signature

Steve House

Printed Name

Owner

Title

Triple H Solar LLC

Company

Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: P2018000002

SOLAR ENERGY FEASIBILITY ADVISOR

Addendum No. 2



Deadline for Receipt of Offers: Monday, October 2, 2017 1:30 p.m. (Mountain Time)
The Water Authority eProcurement System will not allow proposals to be submitted after this date and time.

ABCWUA
Purchasing Office
(Revised 07/06/2017)

**P2018000002, Solar Energy Feasibility Advisor
Addendum No. 2**

P2018000002, Addendum No. 2 is to answer vendor questions.

- 1. On Page 18, 100 Evaluation Points are allocated for the Cost Proposal. There are no set projects associated with this RFP.**
 - a. What type of a Cost Proposal, if any, is the ABCWUA seeking? Will an hourly rate sheet suffice?**
 - b. Page 15, Paragraph 2.2 Cost Proposal, states the format for the Cost Proposal is provided in Appendix A. Appendix A is not attached to the RFP.**

Please refer to Question #6 below. Prices provided for the purpose of the evaluation of Cost should be per Task as identified in Part 3 – Scope of Services, and provided per Section 2.2 of the RFP. The contract resulting from this RFP will be based upon the hourly rates provided with the Offerors Cost Proposal. Please disregard any reference to Attachment A.

- 2. Can ABCWUA specify the list of potential sites other than the San Juan-Chama Water Treatment Plant that may require evaluation and feasibility analysis?**

Potential sites include the Southside Water Reclamation Plant, Raw Water Pump Station, College Arsenic Plant and other water reservoir and pump station sites throughout the service area.

- 3. As part of a comprehensive Feasibility Assessment of each site and aggregated sites, is the economic analysis required as part of the Feasibility Studies to include:**
 - a. Operating Costs over a predetermined time frame?**

This is the primary evaluation criteria and includes a 25-year timeframe typically.

- b. Assessment of the environmental impact to the community?**

This has not typically been done and will likely not be included in the future.

- c. Other non-economic criteria?**

Not at this point.

- 4. Is identification of potential areas for improvement to existing facilities to make them more energy efficient a part of this scope of work?**

No.

5. Is modifying or expanding existing site generation facilities part of this scope of work?

Adding new generation is the focus of this agreement.

6. Per 1.20.3, the award will be on a Firm Fixed Price basis. How so, given the scope of work is not specific?

We agree that the number of hours for each task is flexible, you should be evaluating what you believe it is going to take to get the tasks complete. The RFP committee will review the cost proposals and determine whether the amount of hours includes is sufficient to complete the required tasks.

7. Page 9, Paragraph 1.25 defines the Overview of Preferences and Page 20, Part 5 provides instructions for completing Preference Certificate Forms. The instructions and the attached Resident Business Preference Form both state, “This preference shall increase the Offeror’s score for a request for proposals by five percent (5%) of the total possible points to be awarded.”

Page 18, Part 4 Evaluation of Offers, 4.2.1 Evaluation Factors gives a weight of 100 points for Resident NM preference.

Will a NM Resident Offeror receive both 100 points per 4.2.1 and an additional 50 points (5% of 1000 points) per the Preference Certificate Forms?

Any prospective Offeror will receive a *potential* for up to 100 points for being a NM Resident and *potentially* up to an additional 10% added per the Statutory Preferences.

Are additional points awarded to a Small NM Business with a principal office in the City of Albuquerque or Bernalillo County per the “Small and Local Preferences Affidavit of Eligibility” form?

On Page 9, Paragraph 1.25:

Any additional proportion of the Local Preferences shall not be applied when the total amount of all Statutory Preferences and Local Preferences already equals at least 10% or \$50,000, whichever is less.

Please incorporate this Addendum in the original RFP document. Sign and return this Addendum acknowledgment with your RFP response.

Acknowledged & Returned:



Signature

Steve House

Printed Name

Owner

Title

Triple H Solar LLC

Company

Exhibit “B” - Ability to carry insurance/insurance certification



Exhibit "C" – Resumes

Steve House, PE

Julie Martinek



Steve House

EDUCATION

*BS/Civil Engineering,
minor in Economics/New
Mexico State
University/1987*

YEARS OF EXPERIENCE

30

REGISTRATIONS

Professional Engineer/NM

#14305

Professional Engineer/AZ

#31119

AFFILIATIONS

*Southern Sandoval County
Arroyo Flood Control
Authority: Elected Board
member, 2008
Treasurer/2009-Present
Secretary*

*Mid-Region Council of
Governments: (SSCAFCA
Representative), Exec &
Regular board and
Metropolitan
Transportation Board*

*Rio Rancho Regional
Chamber of Commerce:
Leadership Sandoval
County Graduate; Youth
Leadership Sandoval
Program Chair;*

Experience

Triple H Solar LLC, Chief Executive Officer/Owner 2012 - Present

Sole owner of Triple H Solar whose focus is third party development of renewable energy projects for private, commercial, educational and municipal clients. Assistance with energy analysis, preliminary design, funding both private and public, loans, grants and power purchase agreements (PPA). I can provide turnkey solar energy solutions to include; help with energy analysis, financing, design, sighting, permitting, procurement/construction, commissioning, operations and maintenance.

310 Solar LLC, Chief Operating Officer/Owner, 2009 - 2012

Responsible for Operations, business development and financial/strategic planning for the company. Focus of the business is solar photovoltaic and solar thermal system design and installation for both commercial and residential applications. Helped provide clients with renewable energy solutions to supplement their current fossil fuel usage.

Key Accomplishments Include:

- Grew net earnings from \$800k to \$2.1M
- Grew office staff from 2 to 7 employees
- Developed company brand and solar community recognition
- Attracted numerous top shelf staff members

HDR Engineering New Mexico Operations Manager, 1997 - 2008

Responsible for the management, design and construction of projects involving transportation, bridge, transit, utility, water/waste water treatment, material production and site development facilities totaling over \$12 million in project earnings and 100 personal. Additional responsibilities include administration of contracts, subcontracts, and purchase orders; scheduling of materials, equipment, and labor; supervision of design and construction projects; monitoring of construction methods and progress.

Principal-in-Charge Responsibilities Include:

- Profitability, control, and direction of the New Mexico offices (Albuquerque and Santa Fe), consisting of 70 engineering/environmental professionals and 30 construction inspectors and supervisors
- Ensuring the office operating plan is implemented to achieve maximum results
- Leading the long term strategic planning process for the New Mexico Operations
- Working directly with each business group to develop new markets, projects, business classes, and marketing materials
- Serving as HDR New Mexico's representative on professional committees
- Working directly with the management team to develop project planning and financial information

*City of Rio
Rancho/Sandoval County
2010 Census Committee
Chair*

*Albuquerque Greater
Chamber of commerce:
Leadership Albuquerque
graduate*

*Leadership New Mexico:
Participant in the
2007/2008 Class*

*Bernalillo County: Bond
Election Board Member*

*Albuquerque Metropolitan
Arroyo Flood Control
Authority: Bond Election
Board Member*

*American Council of
Engineering Companies:
Past President; City of
Albuquerque Liaison;
Bernalillo County Liaison;
Albuquerque Bernalillo
County Water Utility
Authority Liaison; Market
Outlook Committee; Gala
and Awards Committee;
Aspiring Principals
Program Board Liaison*

- Developing annual budgets in conjunction with the management team
- Establishing business unit policies and adherence to corporate policies
- Mentoring staff members at all levels
- Establishing and maintaining quality control processes and procedures
- Directing the commitment of resources to meet and exceed clients' goals
- Controlling activities of all personnel within the New Mexico offices
- Developing staffing requirements
- Providing signatory authority

Key Accomplishments Include:

Grew net earnings from \$1.9M to \$12.2m
Grew office staff from 12 to 100 employees
Started numerous new business lines
Developed dozens of new clients
Attracted numerous top shelf staff members

Key Projects Include:

- New Mexico Rail Runner Express Phase I & II design (Mid-Region Council of Governments)
- New Mexico Rail Runner Express Transportation Orientated Improvements (Mid-Region Council of Governments)
- Mid Region Transit District Improvements (Mid-Region Council of Governments)
- Interstate 40/Washington Street Overpass Reconstruction (New Mexico Department of Transportation)
- I-10/I-25 capacity improvements (New Mexico Department of Transportation)
- I-25, "Big I" to Isleta corridor capacity improvements (New Mexico Department of Transportation)
- HWY 285 (Clines Corners to Roswell) construction management (New Mexico Department of Transportation)
- Paseo Del Vulcan highway design, Hwy 550 to (City of Rio Rancho)
- Waste water treatment plant O&M evaluation (City of Rio Rancho)
- North Central Area Plan general planning & code development (City of Rio Rancho)
- San Juan-Chama Drinking Water Project Transmission Pipeline No. 4 (Albuquerque Bernalillo County Water Utility Authority)
- Albuquerque Street Car preliminary design (City of Albuquerque)
- Coors Corridor View Shed Planning (City of Albuquerque)
- I-25/Pan American Freeway Planning study (City of Albuquerque)
- Farmington waste water treatment plant expansion (City of Farmington)
- Roswell waste water treatment plant expansion (City of Roswell)
- City of Santa Fe waste water treatment plant expansion (City of Santa Fe)
- City of Hobbs waste water treatment plant expansion (City of Hobbs)

Granite Construction Company 1994-1997

Heavy Highway Construction/Materials Production Company, Tucson Arizona.
Portable plants manager responsible for every aspect of the six portable material

production plants within the company. Responsibilities included but were not limited to staffing, production, scheduling, estimating, layout, equipment procurement and maintenance, material source investigation and procurement, mix designs (asphalt, concrete and soil cement) and quality control.

Key Projects Include:

- Maricopa County, Loop 303, Estrella Grade Separation Construction Administration Services, AZ.
- Nogales Truck Bypass, Nogales, Arizona.
- Ray Mine, Kearny, Arizona.
- San Simon Bypass, I-10 at San Simon, Arizona.
- Wilcox Bypass, I-10 at Wilcox, Arizona.
- Waste Management, Inc., Quartzsite, Arizona.
- Agua Fria, Wash Bank Protection, Tucson, Arizona.
- CDO Wash Bank Protection, Tucson, Arizona.
- Cochise County Cement Treated Base, Wilcox, Arizona.

Project Engineer/Manager 1991-1994

David A. Mowat Construction, Seattle, Washington.

Project Manager and Superintendent responsible for civil engineering for construction projects. Responsibilities included but were not limited to staffing, production, scheduling, estimating, layout, equipment procurement and maintenance, material source investigation and procurement, mix designs (asphalt, concrete and soil cement) and quality control.

Key Projects Include:

- Sentinel Bridge Construction, Yosemite, California.
- Yuba River Bridge Construction, Nevada City, California.
- Truckee River Foundation Walk, Reno, Nevada.

Lead Inspector

URS Engineering Design Company, Phoenix, Arizona.

Chief inspector of earthwork and substructure responsible for construction management, inspection, administration of contract plan specifications and materials testing.

Key Projects Include:

- Wells Avenue viaduct & interchange, Reno Nevada.
- Golconda Pass to Battle Mountain, I-80 East of Winnemucca, Nevada.
- Arizona Avenue Relocation and Reconstruction, Frye Road to Ocotillo Road, Chandler, Arizona.
- Rio Salado Booster Station, Phoenix, Arizona.
- Desert Mountain Parkway, Carefree, Arizona.

Field Technician/Inspector

Western Technologies Geotechnical Engineering Company, Phoenix, Arizona.

Chief inspector of earthwork and substructure responsible for construction

management, inspection, administration of contract plan specifications and materials testing.

Key Projects Include:

- Materials Testing Technician, Western Technologies, Phoenix, Arizona.
- Arrowhead Ranch Telemetry, Glendale, Arizona.
- Arrowhead Ranch Effluent Reuse Instrumentation and Telemetry Control System, Glendale, Arizona.
- Urban Interchange at McDowell Road and **Squaw Peak Parkway, Phoenix, Arizona.**

Julie Martinek
Project Analyst

Education

BA, Environmental and Ecological Biology, University of Colorado – Boulder
Teacher Licensure: Colorado State University – Fort Collins
Professional Teaching License: Secondary Science, State of Colorado

Relevant Experience

Julie has 15 years of experience leading the development and implementation of environmental science, technology, engineering and math (STEM) education curriculum for robotics, rocketry, computer animation, video game programming, CAD/3D printing, and digital art. Julie led the curriculum development for the STEM program, providing the fundamental philosophy and vision of science, math, technology and engineering for the school. Building from the success of the STEM program at the school level, Julie support the development of the STEM program throughout the District.

Translating the experience managing the STEM education, including developing the data gathering protocols, Julie developed clear data management assessment methods that highlight insightful data, conducted project phase prioritization, and delivered a comprehensive assessment of the STEM program. The program assessment provided the school, district and the Colorado Department of Education with valuable data to create model units for other teachers within the STEM program to implement similar programs.

Julie's question-based analytical approach to data management, analysis and interpretation provides valuable insight allowing Julie to pose questions and suggest methods and approaches that have not been considered, to challenge the assumptions of the prevailing model often identifying limitations, and to validate the data output in the final reports in a variety of ways.

Representative Projects and Dates of Involvement

Project Analyst, NCREB's (New Clean Renewal Energy Bond's) Solar Project; Task order 1: City of Albuquerque, New Mexico; March 2017 to present. Supported the gathering of energy data for 57 different City owned sites with the City of Albuquerque's city limits. Developed data management and analysis protocol for feasibility study to determine the optimal solar size balanced with cost effectiveness per site location for solar implementation for the City resulting in Optimized Package consisting of 35 sites, with a total solar array size of 6.6MW, and total cost of approximately \$25 million. Prepared and delivered presentation of Optimized Package including solar array size, project cost over thirty years, cash flow per site, payment schedules and overall project to the City's Department of Municipal Development, City's Finance Committee, City's Executive Office and City Council members. Ongoing support of NCREB's funding and project RFP process.

Project Analyst, New Clear Renewal Energy Bond's Solar Project; Task order 2: City of Albuquerque, New Mexico; March 2017 to present. Developed data analysis protocol to evaluate feasibility of solar on 1600 meters/City of Albuquerque sites not included in initial NCREB's project to identify quality site candidates for additional solar consideration. Evaluation of site location, installation type, energy usage, PNM tariff category, City of Albuquerque funding designations will be used to determine project cost and return on investment to construct a total package for consideration. Findings to be presented to Albuquerque City Council.

Project Analyst, Feasibility Analysis: Farmington Municipal School District, Farmington, New Mexico; March 2017 – present: Feasibility study including site suitability, optimal solar array type/size based on usage and project structural parameters, to design project consisting of six (6) Farmington Municipal School sites, for a total solar size of approximately 4MW, and cost of \$9 million.

Department Leader for Professional Development, Sky Vista Middle School, Cherry Creek School District, Aurora, Colorado; Fall 2005 – Present: Based on evaluation of student assessment and achievement data, designed, implemented and evaluated professional development for teachers; coached science department teachers on weekly basis in curriculum assessment and instructional strategies to ensure implementation of best-practices. Developed materials for teachers and administrators at the district, state and national level to communicate and demonstrate teaching approaches that enhance teacher professional praxis resulting in increased overall student achievement. Presented findings and approaches at National Association of Gifted Children (NAGC) national conferences 2006-11. As Chair of NAGC Middle Grades Network worked collaboratively with nationally recognized leaders in Gifted Education to communicate methods and approaches affecting student achievement.

Publications and Presentations:

Publications

- *Friend or Foe, 1859-1860: Darwin's Publicity Campaign for On the Origin of Species*, The Colorado Historian, Spring 2004
- *The Parallel Curriculum Model: A Gift to Science*, SCOPE, May, 2007, Jennifer Beasley, ed.
- 2009 The Parallel Curriculum (Multi-Media Kit): Filming of my classroom during teaching of Exxon Valdez Oil Spill Unit on enclosed DVD 2009 Sage Publications Tomlinson, Kaplan, Renzulli, Purcell, Leppien, Burns, Strickland, Imbeau, eds.
- Parallel Curriculum Units for Science, Grades 6-12: *The Exxon Oil Spill: What's at Stake? The Convergence of Science and Society*, Corwin Press, 2011, J. Leppien and J. Purcell, eds.

Invited Presentations

NAGC, (11/2013) Indianapolis, IN

- *Planting STEM in Middle School*

NAGC, (11/2008) Tampa, FL

- *Mile Deep versus A Mile Wide: Moving from Content to Concepts in Science*
- *The Parallel Curriculum Model in Action*
- Understanding and Assessing Gifted Students in the Middle Grades (all-day pre-conference academy)

NAGC, (11/2007) Minneapolis, MN

- *Life and Times of a PCM Middle School*
- *Philosophy and Photography: A Path Toward Constructing a Middle School Identity*
- The Parallel Curriculum Model (all day pre-conference academy)

NAGC, (11/2006) Charlotte, NC

- *A Middle School's Implementation of the Parallel Curriculum*
- *The Prairie, Genocide and Resiliency: The Parallel Curriculum Model at Sky Vista Middle School*

NAGC, (1/2006) Denver, CO:

- The Parallel Curriculum Model (multi-day workshop)

Pay Equity Reporting Form (PE 10-249)



Pay Equity Reporting Form PE10-249

Company name:
Mailing address line 1:
Mailing address line 2:
City, state, zip code:
Phone:
E-mail address:
FEIN number:
EAN number:
SHARE vendor number:

Triple H Solar LLC
940 Saratoga Dr. NE
0
Rio Rancho, NM 87144
505-280-0102
shouse@triplehsolar.com
46-1374244
0
0

Job Category	No. Females	No. Males	Gap (Absolute %)
1 - Officers and Managers	0	1	N/A
2 - Professionals	0	0	N/A
3 - Technicians	1	0	N/A
4 - Sales Workers	0	0	N/A
5 - Office and Admin. Support	0	0	N/A
6 - Craft Workers (Skilled)	0	0	N/A
7 - Operatives (Semi-Skilled)	0	0	N/A
8 - Laborers (Unskilled)	0	0	N/A
9 - Service Workers	0	0	N/A

Total # Job Categories With No Employees	7
Total # Female Only Job Categories	1
Total # Male Only Job Categories	1
Total # Females (all categories)	1
Total # Full Time Females	0
Total # Part Time Females	1
Total # Males (all categories)	1
Total # Full Time Males	1
Total # Part Time Males	0
Total # Employees	2
Female % Workforce	50.00%
Male % Workforce	50.00%
Calculated Weighted Average Gap	N/A

Submit only this worksheet

Document must be signed by the principal executive of the company: ITB #: _____ RFP#P201800002__ PO# _____
Signature certifies that all employees working in New Mexico are included, the data is for the current calendar year, and any challenges to your information may require you to get third party verification at your own expense.

Steve House, Owner _____ 9/13/2017 _____
 Name and title, printed Date
 Signature

PREFERENCE CERTIFICATION FORMS:
RESIDENT BUSINESS/CONTRACTOR PREFERENCE FORM
RESIDENT BUSINESS CERTIFICATION



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **TRIPLE H SOLAR LLC**

DBA: **STEVE HOUSE**

TRIPLE H SOLAR LLC

940 SARATOGA DR NE

RIO RANCHO, NM 87144-3290

Expires: **06-Sep-2020**

Certificate Number:

L1755520304



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978 Section 13-1-191.1, et seq., as amended, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Names of Applicable Public Officials (completed by State Agency or Local Public Body):

The names of the public officials currently appointed to the Albuquerque-Bernalillo County Water Utility Authority Governing Board can found via the following link:
http://www.abcwua.org/Governing_Board_1.aspx .

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Contractor Firm Name

Signature

Date

Title (position)

--OR--

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

Triple H Solar LLC

Contractor Firm Name



Signature

9/24/2017

Date

Owner

Title (Position)

[END OF PART 5]

Cost Estimate

Steven M House, PE



Triple H Solar LLC.
 CEO
 940 Saratoga Dr. NE
 Rio Rancho, NM 87144
 (505) 280-0102 cell/(505) 891-6105 fax
 shouse@triplehsolar.com | triplehsolar.com

Estimate

Date	Estimate #
9/24/2017	33

Name / Address
Mr. John Stomp, PE P.O. Box 568 Albuquerque, NM 87103-0568

Project
2017 SOLAR ENERGY FEASIBILITY ADVISOR

Item	Description	Notes	Qty	U/M	Rate	Total
Consulting	Task 1: Prepare probable facility(s) solar array sizing, energy generation and feasibility analysis on sites selected for analysis by ABCWUA. Provide ABCWUA options for implementing projects that are deemed feasible and support procurement. The Services to be completed in Task 1 include the following:					
Consulting	i) For facilities selected by ABCWUA, analyze existing facility energy usage, propose solar array system size and probable return on investment. Support ABCWUA analysis of financing/procurement options.	Anticipate 2 months of effort	320	hr	80.00	25,600.00T
Consulting	ii) Support the ABCWUA with validating the feasibility of solar projects selected for analysis/implementation. Include feasibility analysis on each proposed site and draft scope(s) of work for procurement of those sites deemed feasible by ABCWUA.	Anticipate 4 months of effort	520	hr	80.00	41,600.00T
Consulting	iii) Work in conjunction with ABCWUA staff and legal counsel to validate the most appropriate procurement method and development of RFP for selected procurement method.	Anticipate 4 months of effort	520	hr	80.00	41,600.00T
Consulting	Task 2: Support the development of Power Purchase Agreements including procurement, installation and commissioning of projects deemed feasible in Task 1. The Services to be completed in Task 2 include the following:					
Consulting	i) Support ABCWUA with analysis of submitted technical and financial proposals via RFP(s) process in Task 1.	Anticipate 2 months of effort	320	hr	80.00	25,600.00T



Estimate

Date	Estimate #
9/24/2017	33

Name / Address
Mr. John Stomp, PE P.O. Box 568 Albuquerque, NM 87103-0568

Project
2017 SOLAR ENERGY FEASIBILITY ADVISOR

Item	Description	Notes	Qty	U/M	Rate	Total
Consulting	ii) Assist and support the design submittal review process of solar energy array(s) proposed for each site in RFP(s) process.	Anticipate 3 months of effort	480	hr	80.00	38,400.00T
Consulting	iii) Provide weekly progress reports for each solar project, including project schedule review, over-seeing solar energy array commissioning and validation of solar energy system performance.	Anticipate 2 months of effort	320	hr	80.00	25,600.00T
	Sales Tax			NM GRT	7.4375%	14,756.00
					Subtotal	\$198,400.00

It's always a pleasure working with you!						Total	\$213,156.00
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**FIRST SUPPLEMENTAL AGREEMENT
BETWEEN THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY
AUTHORITY
AND
TRIPLE H. SOLAR, LLC
SOLAR ENERGY FEASIBILITY ADVISORY SERVICES**

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, NM 87103-0568 (hereinafter referred to as the “Water Authority”) and Triple H. Solar, LLC a New Mexico corporation, whose address is 940 Saratoga Dr., NE., Rio Rancho, NM 87144 (hereinafter referred to as the “Contractor”).

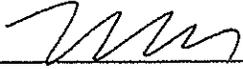
In consideration of the premises and mutual obligations hereinafter contained, the parties hereto do mutually agree as follows:

1. The term of this Agreement is hereby extended through November 26, 2021.
2. Except as herein expressly amended, the terms and conditions of the Original Agreement, including any prior supplements, shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, including any prior supplements, and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.
3. This First Supplemental Agreement shall not become effective or binding until approved by the Water Authority’s Executive Director.

IN WITNESS WHEREOF, the Water Authority and Contractor have executed this First Supplemental Agreement as of the date of the last signature entered below.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY TRIPLE H. SOLAR, LLC

Approved By:



Mark S. Sanchez, Executive Director

Date: 11/12/19

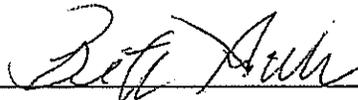
By: 

Print: Steve House

Title: Owner

Date: 11/12/19

Reviewed By:



Peter Auh, General Counsel

Date: 11/12/19

**SECOND SUPPLEMENTAL AGREEMENT
BETWEEN THE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
TRIPLE H. SOLAR, LLC
SOLAR ENERGY FEASIBILITY ADVISORY SERVICES**

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, NM 87103-0568 (hereinafter referred to as the “Water Authority”) and Triple H. Solar, LLC a New Mexico corporation, whose address is 940 Saratoga Dr., NE., Rio Rancho, NM 87144 (hereinafter referred to as the “Contractor”).

In consideration of the premises and mutual obligations hereinafter contained, the parties hereto do mutually agree as follows:

1. Section 3.A. Compensation is hereby amended to read as follows:

A. Compensation. For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor on an as-needed basis for time and materials, with labor rates at \$80/hour, not to exceed Four Hundred Thousand Dollars (\$400,000.00) which amount excludes 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.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement, including any prior supplements, shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, including any prior supplements, and this Second Supplemental Agreement, in which event, the terms and conditions of this Second Supplemental Agreement shall control.

3. This Second Supplemental Agreement shall not become effective or binding until approved by the Water Authority’s Executive Director.

IN WITNESS WHEREOF, the Water Authority and Contractor have executed this Second Supplemental Agreement as of the date of the last signature entered below.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY TRIPLE H. SOLAR, LLC

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

By: _____

Print: _____

Title: _____

Reviewed By:

Peter Auh, General Counsel

Date: _____

Date: _____