



Meeting Date: June 5, 2024

Staff Contact: Dave Laughlin, Planning & Engineering Division Manager

TITLE: C-24-16 – Contract with Alpha SW for Drinking Water and Non-Potable Water Facilities Equipment, Maintenance, Repair and Replacement Services

ACTION: Recommend Approval

Summary:

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors for Drinking Water and Non-Potable Water Facilities Equipment, Maintenance, Repair and Replacement Services.

The RFP was posted on BidSync and advertised in the local newspaper. Two (2) responsive offers were received and submitted for evaluation. The Ad Hoc Evaluation Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are the respondents' composite score with all applicable preferences applied as indicated in the scoring details.

<u>Offeror</u>	<u>Total Composite Score</u>
Alpha SW	468
Hydro Resources	260

The committee recommends the award of contract to Alpha SW as that company had the highest average composite score after final scoring and is qualified to perform the work. The Purchasing Department concurs with the Committee's recommendation.

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:

\$1,538,325.00 excluding NM GRT for FY25, for which appropriations have already been made.



Memo

To: Mark S. Sanchez, Executive Director
Ege Richardson, Chief Engineer

From: Armida Magallanes, Purchasing Administrator *AMM*

Through: Candida Kelcourse, Purchasing Officer *OK*

Date: May 20, 2024

Re: Ad Hoc Committee for P2024000007, "Well Rehab"

The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for "Well Rehab" This Committee will review and evaluate proposals and submit a ranked list of offerors to you for selection.

- Ege Richardson, Committee Chair
- Dave Laughlin, Member
- German Andrade, Member
- Rochelle Larson, Member
- Eric Williams, Member

I will manage the Request for Proposals and serve as a procedural advisor to the Committee. Subject Matter Experts may be added throughout the RFP process as deemed necessary by the Purchasing Department.

I respectfully request your approval of this Committee in order to start the Request for Proposals process.

APPROVED:

Mark S. Sanchez

Mark S. Sanchez
Executive Director
Date: 5/20/24 10:30 MDT

RECOMMENDED:

Ege Richardson

Ege Richardson
Chief Engineer
Date: 5/20/24 10:28 MDT

Original: RFP File

**Composite Score Tabulation
P202400007 Well Rehab**

EVALUATION CRITERIA	EVALUATION FACTORS (Max Pts)	Offers	
		Alpha SW	Hydro Resources
1. Company Experience	30	25	15
		30	15
		30	20
		30	17
		30	20
SUB TOTAL		145	87
2. Key Personnel Experience	30	25	15
		30	20
		28	15
		28	12
		28	15
SUB TOTAL		139	77
3. Company Capacity and Capability	30	25	10
		25	15
		26	12
		30	15
		28	15
SUB TOTAL		134	67
4. Pricing Form	10	10	5
		10	5
		10	8
		10	5
		10	6
SUB TOTAL		50	29
TOTAL COMPOSITE SCORES		468	260
		Alpha SW	Hydro Resources

DRAFT AGREEMENT
P2024000007 DRINKING WATER AND NON-POTABLE WATER
FACILITIES EQUIPMENT MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES

THIS AGREEMENT is made and entered into on the date last entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico (hereinafter called "Owner" or "Water Authority"), and Pumptech LLC, DBA Alpha Southwest an Impel Company (hereinafter called "Contractor"), an LLC, whose address is 205 Rossmoor Rd SW, Albuquerque, NM 87105.

Owner and Contractor for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: The Contractor, under the terms and conditions of the Contract, as described below, agrees to perform for the Owner for various Construction services, on an as needed basis, as described in the Description of Work contained in the Advertisement for Proposals for the RFP cited above, and as more fully described in the Scope of Work for each individually awarded Work Order Project awarded by Owner pursuant to that RFP.

1.1 The Work to be performed under this Contract shall consist of furnishing all supervision, technical personnel, labor, materials, machinery, tools, equipment, supplies, and manufactured articles and outside services such as delivery of fuel, power, water, and essential communications required to complete the Work for a Project. All Work, including any authorized supplemental work, shall be performed in strict accordance with the Contract Documents.

1.2 In accordance with procedures established in the RFP cited above, Contractor may provide Work after evaluation, selection and receipt of a Notice to Proceed:

1.3 Owner does not guarantee any number of Projects or dollar value of Work will be awarded to Contractor under this Agreement and shall have the unilateral right at all times to contract with other contractors and entities to provide construction services outside of this Contract.

1.4 Contractor agrees and understands that failure to perform the Work to the satisfaction of the Owner may affect future selections to perform subsequent Work under this Agreement.

2. TERM OF AGREEMENT: This Agreement shall commence of the date of final execution by the Water Authority and continue for **four (4) years**. If all Projects awarded pursuant to this Agreement are not completed by the end of the term, the Agreement shall continue until completion of all such Projects. New Projects may not be awarded during a continuation unless the Agreement is amended by written agreement of the parties.

3. CONTRACT PRICE AND PAYMENTS TO CONTRACTOR:

3.1 The total Contract Price for this Agreement shall not exceed One Million, Five Hundred Thirty-Eight Thousand, Three Hundred Twenty-Five and 00/100 Dollars (\$1,538,325.00) and represents the total of all Work Orders which may be issued by the Water Authority and for which the Contractor agrees to provide Work under the terms of this Contract.

3.2 The Contract Price for a Work Order shall be the amount set out in the Work Order Authorization Form for that Work Order Project or Services. The Contract Price is based on the pre-set rates established in Exhibit A to this Agreement. The Contract Price for a Work Order shall consist of a base amount, allowances, if any, and New Mexico Gross Receipts Taxes. Each Work Order Contract Price constitutes the total compensation payable to Contractor for performing the Work for that Project. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

3.3 *Rates Attached.*

3.3.1 The Contractor agrees to provide Work at the rates attached hereto as Exhibit A.

3.3.2 The rates set out in Exhibit A may be adjusted annually to reflect equitable changes in the Cost of Work payable by Contractor.

3.4 *Payments to the Contractor.*

3.4.1 Progress payments to the Contractor shall be made in accordance with the General Terms and Conditions for Construction Contracts, as amended.

3.4.2 If Allowances are included in the Contract Price of a Work Order, they are estimated dollar amounts. The actual dollar amounts reimbursed may be less than, equal to, or greater than the stated allowances and shall be reimbursed at actual cost based on invoices submitted.

3.4.3 Payments under a Work Order shall be made to Contractor upon receipt by Owner of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of Owner and on the condition that Contractor has completed the Work to the satisfaction of Owner. Applicable taxes will be stated separately on each invoice and paid by Owner at current rates. Taxes may not be billed more than sixty (60) days after completion of the Work to which they apply.

3.4.4 Contractor shall use and require the use of non-taxable transaction certificates by subcontractors and suppliers whenever allowed by law. In any event, Contractor shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Contractor calculates its gross receipts taxes when billing on a time and materials basis.

4. CHANGES. All changes to the Work Order Documents which involve a change to the Contract Price, Work Order Term or other material term shall be made by Work Order Adjustment in accordance with the General Terms and Conditions for Construction Projects.

5. NON-APPROPRIATION OF FUNDS: Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract 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 and all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.

6. CONTRACT DOCUMENTS: The **Contract Documents** consist of the following and have precedence in the following order:

- The Work Order documents for each awarded Project, including:
 - Work Order Authorization form, and
 - All Work Order Adjustment forms.
- Modifications to the Contract;

- The Agreement and its Exhibits;
- Contractor's Proposal (except as limited by Section 6.2 below);
- Addenda;
- The RFP Documents;
 - Appendix A (Scope of Services);
 - Special Instructions (Part II of the RFP), including the Additional Terms and Conditions, if any;
 - General Terms and Conditions for Construction Contracts (as updated or amended);
 - Referenced Standard Specifications;
 - Instructions to Offerors (Part I of the RFP);
 - The Proposal Form (Part IV of the RFP);
 - And all forms, and instructions in the RFP cited above, and the Advertisement for Proposals.

Any attachments to or documents referenced in are included in the documents listed above. All Bonds, insurance certificates and forms provided by the Contractor are also made a part of the Contract Documents. These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

- 6.1** If provided, construction detail drawings developed by the Contractor shall govern over scaled dimensions and over other drawings. Dimensions given on plans or which can be calculated will govern over scaled dimensions.
- 6.2** Anything in the Contractor's Proposal which alters or provides a condition to the RFP Documents will not take precedence over the RFP Documents unless it is specifically so provided in the Agreement, or a Modification to the Contract, signed by the parties.
- 6.3** All definitions and terms set forth in the General Terms and Conditions and the Procurement Ordinance are applicable to the RFP Documents, and the Contracts and Work Order Contracts resulting from the RFP.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement the day and year last entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

**PUMPTECH LLC, DBA ALPHA
SOUTHWEST**

Approved By:

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

Name: _____

Title: _____

Date: _____

Reviewed by:

Christopher Melendrez, General Counsel

Date: _____