

**CITY OF ALBUQUERQUE**

REQUEST FOR BID

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR SERVICES:

REQUEST NUMBER: RFB2008-061-BH  
TITLE: RUBBER REMOVAL AT THE ALBUQUERQUE INTERNATIONAL SUNPORT  
OPENING DATE: NOVEMBER 7, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

BERNICE HUGHES, SENIOR BUYER, (505)768-3339  
CITY OF ALBUQUERQUE PURCHASING OFFICE  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK  
CITY OF ALBUQUERQUE  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

**HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, BASEMENT LEVEL, 1 CIVIC PLAZA, ALBUQUERQUE, NM.**

OFFERS WILL BE RECEIVED UNTIL 1:30 PM NOVEMBER 7, 2007

**NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.**

**OFFERS WILL BE OPENED AT 1:30 PM AT:**

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
7TH FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

PAGE 2

GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2008-061-BH

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- \_\_\_\_\_ OFFEROR COMPLIANCE FORM  
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- \_\_\_\_\_ PRICING DETAIL FORM(S)  
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- \_\_\_\_\_ OFFEROR COMMENTS FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- \_\_\_\_\_ LOCAL PREFERENCE CERTIFICATION FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE

PAGE 3  
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2008-061-BH  
OPENING DATE: NOVEMBER 7,2007

FOR FURTHER INFORMATION  
CALL BERNICE HUGHES  
AT (505) 768-3339

DELIVERY DATE: \_\_\_\_\_  
(PLEASE SPECIFY)

FOB POINT:  
JESSICA DICKMAN  
2200 SUNPORT BLVD SE  
ALBUQUERQUE, NM

REQUISITION 700811

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:  
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: \_\_\_\_\_%

30 CALENDAR DAYS: \_\_\_\_\_%

OTHER: \_\_\_\_\_ CALENDAR DAYS: \_\_\_\_\_%

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.  
LOCAL PREFERENCE REQUESTED: MFG? \_\_\_\_\_ BUSINESS? \_\_\_\_\_

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: \_\_\_\_\_ MFG? \_\_\_\_\_  
BUSINESS? \_\_\_\_\_

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS , CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT OR TYPE)

COMPANY NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ EMAIL: \_\_\_\_\_

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.  
TO ACCESS FORMS VISIT [WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML](http://WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML)

PAGE 4  
 PRICING DETAIL FORM  
 REQUEST NUMBER: RFB2008-061-BH

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
-----------	----------	--------------	------------------	------------	-------------

*****					
			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: RUBBER REMOVAL AT THE ALBUQUERQUE INTERNATIONAL SUNPORT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS WITH OPTION TO EXTEND FOR TWO (2) TWELVE (12) MONTH EXTENSIONS UPON MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND CITY.		
	1	475,000.00 SF ESTIMATED	RUNWAY RUBBER REMOVAL	_____	_____

\*\*\*\*\*  
 BID PRICE MUST INCLUDE INSURANCE, BONDS AND TAXES.  
 FOR QUESTIONS REGARDING THIS RFB CONTACT BERNICE HUGHES AT BHUGHES@CABQ.GOV.

\*\*\*\*\*LAST ITEM REQUESTED\*\*\*\*\*

SPECIFICATIONS  
RFB 2008-062-BH  
RUBBER REMOVAL AT THE ALBUQUERQUE INTERNATIONAL SUNPORT

A. General

1. The purpose of these specifications is to provide minimum requirements for rubber removal from runways and ramp/gate areas. The rubber removal activities include using water and/or chemical solvents to remove materials or pollutants from the runway or ramp surfaces. The process can be accomplished through application of water under moderate pressure and elevated temperatures or through chemical solvents, and must include the collection of the waste, water and or chemical solvent, used in the cleaning process. The waste material from the rubber removal activity is to be minimized as much as practicable through the use of sound engineering practices, including recycling the cleaning water and physically or mechanically separating pollutants from water and proper disposal of removed materials.
2. The minimum amount of runway cleaned each time will be no less than 475,000 square feet and may be as high as 575,000 square feet.
3. The cleaning system process shall be suitable for utilization under the following conditions:
  - a. Completed as part of ongoing surface maintenance operations to remove pollutants and rubber build up;
  - b. Completed in compliance with the Albuquerque International Airport's Storm Water Pollution Prevention Plan (SWPPP).

B. Minimum Specifications for Completion of Work

1. Rubber removal can be accomplished through the use of an acceptable chemical removal process and/or the use of hot water at moderate pressure (see below). The water used in the process will be potable and drawn from the City of Albuquerque water system.
2. All waste from the cleaned surface must be removed and captured. Waste materials, including particulates (greater than 5 micron), petroleum base wastes and immiscible liquids, shall be concentrated and physically or mechanically removed from the wastewater generated from the cleaning system process. Captured waste materials shall be purged from the cleaning system prior to leaving the site and provided to the Owner. Water used in the cleaning system operations must be recovered and recycled. No discharges of water or chemical cleaning solutions from the runway surface will be allowed. The Wastewater Utility must approve discharge to the sanitary sewer system.
3. The cleaning system shall operate within the following minimum physical guidelines:
  - a. The cleaning system, whether water under pressure, chemical or combination system, shall be rubber tire mounted; movement shall be engine driven with a single operator control.
  - b. For a hot water based system, the water shall be applied to the surface to be cleaned at a minimum temperature of 180 degrees Fahrenheit.
  - c. For a system using pressure in the cleaning process, the minimum operating pressure shall be 4,500 pounds per square inch (PSI), and the maximum

operating pressure shall not exceed 7,000 PSI. Pressure shall be adjustable to avoid any surface degradation, lighting damage, or crack/joint sealant damage. Close control of water pressure and blasting duration shall be used to prevent disintegration damage to the pavement. Aggregate shall not be exposed by the removal process.

4. Cleaning chemicals used in the performance of the work activities shall be within the following OSHA Hazard Standards Guidelines: Reactivity

- a. NFPA Hazardous Materials Identification System

a. Health	1
b. Flammability	0
c. Reactivity	0
d. Contact Hazard	0

- b. Reactivity

- a. Stable
- b. No conditions to avoid
- c. No incompatibility
- d. No hazardous decomposition or by-products
- e. No hazardous polymerization

5. The cleaning system shall simultaneously recover all water and/or chemical residue, and waste material of five (5) microns or greater from the surface. Waste residue shall not remain on the runway surface and shall not be discharged to the surrounding environment. After a single pass over the runway surface, the runway shall be suitable for use immediately for any operational requirement. At no time shall any part of the cleaning mechanism come into contact with the surface for the purposes of scrubbing, scraping, sweeping, or scarifying. The cleaning, recovering, recycling, and separating of solid and liquid wastes must all be accomplished within a single vehicle, however, multiple vehicles each performing all these tasks are acceptable. Water and or chemical solutions will not be allowed to run off, pond, or stand for the purpose of evaporation or waste minimization.

- C. Submittals

- a. At the request of the City of Albuquerque, the vendor will provide a list of construction equipment including item names and description.

- D. Albuquerque International Sunport Special Requirements

1. Prior to work, all Contract employees working on the Sunport are required to meet the airport's security requirements for badging. This includes, for access to the Airport Operations Area (runways and taxiways) and the Security Identification Display Area (the ramp area requiring cleaning), successfully passing a 10-year Federal Bureau of Investigation fingerprint-based Criminal History Records Check 49 CFR Part 1542-209.
2. The Contractor will have a VHF radio with Albuquerque Ground Control frequency 120.3 and Albuquerque Tower frequency 118.3 installed and operational. The contract employee operating Rubber Removal equipment will be trained on the proper aviation procedures and will work with the Albuquerque Control Tower for clearance on and off movement areas of the Airport.
3. Contract Employees will work unescorted during the specified hours. The point of contact for the Contractor will be the Airfield Operations Officer. During an emergency the Contractor will stop work and vacate the runway at the request of the Control Tower.

E. Labor and Materials

- a. The Contractor shall provide all equipment, personnel and materials necessary to complete the rubber removal of the surface material. Any damage, caused by the Contractor's removal process shall be repaired at the Contractor's expense or replaced by a method approved and to the satisfaction of the City of Albuquerque. The Contractor shall operate within all applicable Federal, State, and Local occupational environmental regulations.

F. Warranty

- a. The contract warrants that materials will be removed from the surface to be cleaned in accordance with the requirements of this specification and all FAA requirements. The City of Albuquerque Aviation Department will be the entity that determines whether the Contractor has met the warranty requirements. The Contractor makes no warranty, either expressed or implied; that any material, pollutant or visible discoloration contained within the porous material of the surface to be cleaned will be removed or treated.

G. Demonstrations

- a. At the request of the City of Albuquerque, bidders may be required to demonstrate the ability to remove rubber at a touchdown area of the runway, selected by the City. The City of Albuquerque reserves the right to require a demonstration prior to any award of the Request for Bid. Surface texture of cleaned demo area will be compared to non-rubber traffic area to determine satisfactory completion.

H. References/Experience

- a. References of prior airport clients must be submitted with your bid. Name, address, and telephone number must be included. A minimum of two (2) years experience is required.

I. Completion of Award

- a. The awarded vendor has fourteen (14) working days from the contract-start date (to be furnished by the City of Albuquerque) to complete all work. A one hundred dollar (\$100.00) per day penalty shall apply after the 14<sup>th</sup> working day, if work is not completed. This penalty shall not apply if work is delayed due to weather or war.

J. Definitions

- a. "National Pollutant Discharge Elimination System (NPDES)" means the nation program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and enforcing pretreatment requirements under section 307,318,402 and 405 of the CWA.
- b. "Petroleum based waste" means hydrocarbon-based compounds exclusive of aromatics including benzene, toluene, ethylbenzene and xylene.

- c. "Recoverable" means that those compounds that are conducive to recovery through the use of physical or mechanical separation from the liquid waste stream. The term may not include miscible compounds or water-soluble compounds.
- d. "Storm Water Pollution Prevention Plan (SWPPP)" means the Albuquerque-specific plan designed to incorporate Best Management Practices to control runoff of pollutants from regulated facilities.
- e. "Best Management Practices (BMP's)" means schedule of activities, prohibitions of practices, maintenance procedures and other management practices including treatment requirements, operating procedures and practices to control site runoff, spillage, or leaks, sludge or waste disposal, or drainage from raw materials storage.
- f. "Storage" means the uppermost portion of the material to be cleaned, excluding the porous surface of the materials or impregnated materials within the porous matrix to be cleaned.
- g. "Surface Cleaning" means the action of washing, removing and retrieving pollutants, including particulates, oil and grease and residues in a cleaning system.
- h. "Waste Material" means residue, including particulates and immiscible liquids capable of being separated from the cleaning solution through the use of physical treatment technologies.

K. Operation of Work

- a. Work may, at the option of the City be limited to certain work hours. Upon completion of the day's work the Contractor shall remove all equipment for storage at the direction of the City. Neither equipment nor debris will be allowed on the runway area upon completion of shifts.

L. Work referenced in this RFB is subject to current New Mexico wage rates

M. Performance/labor and material bonding requirements (ref: Supplemental Terms and Conditions.)

PAGE 9  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-061-BH

SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - ALL OR NONE:

IT IS THE CITY'S INTENTION TO AWARD A CONTRACT RESULTING FROM THIS REQUEST TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY MAY AWARD TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS.

BOND, BID:

EACH OFFER MUST BE ACCOMPANIED BY A BID BOND ISSUED BY A SURETY DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL AMOUNT OFFERED. THE BID BOND IS SUBMITTED AS A GUARANTY. THE OFFEROR, IF AWARDED THE CONTRACT, WILL PROMPTLY EXECUTE SUCH CONTRACT IN ACCORDANCE WITH THIS REQUEST AND, IF REQUIRED BY THIS REQUEST, WILL FURNISH GOOD AND SUFFICIENT BOND FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BOND. NO THIRD PARTY BID BONDS WILL BE ACCEPTED. CERTIFIED CHECKS, PERSONAL CHECKS, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF A BID BOND.

PAGE 10  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-061-BH

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH SEPARATE SURETY BONDS EACH IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OFFERED AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THESE BONDS MUST BE FURNISHED PRIOR TO OR AT THE TIME OF THE ISSUANCE OF A PURCHASE ORDER, BUT NO LATER THAN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE OF AWARD OF A CONTRACT RESULTING FROM THIS REQUEST. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BONDS. NO THIRD PARTY PERFORMANCE BONDS WILL BE ACCEPTED. THE SURETIES ON SUCH BONDS SHALL BE DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY. CASHIER'S CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED.

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE REQUEST.

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

PAGE 11  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-061-BH

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

PAGE 12  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-061-BH

INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE CITY FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE CONTRACTOR SHALL FURNISH TO THE CITY A CERTIFICATE OR CERTIFICATES IN FORM SATISFACTORY TO THE CITY SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO THE RISK MANAGER, DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES, CITY OF ALBUQUERQUE, P.O. BOX 470, ALBUQUERQUE, NEW MEXICO 87103, BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES. WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION, THE CITY SHALL BE NAMED AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. COMMERCIAL GENERAL LIABILITY INSURANCE - A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WITH COMBINED LIMITS OF LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE AS FOLLOWS:

\$1,000,000 PER OCCURRENCE  
\$1,000,000 POLICY AGGREGATE  
\$1,000,000 PRODUCTS LIABILITY/COMPLETED OPERATIONS  
\$1,000,000 PERSONAL AND ADVERTISING INJURY  
\$ 50,000 FIRE - LEGAL  
\$ 5,000 MEDICAL PAYMENTS

SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR ALL OPERATIONS PERFORMED FOR THE CITY BY THE CONTRACTOR AND CONTRACTUAL LIABILITY COVERAGE SHALL SPECIFICALLY INSURE THE HOLD HARMLESS PROVISIONS OF THIS AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY POLICY WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT OF LIABILITY FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE IN ANY ONE OCCURRENCE. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF THE STATE OF NEW MEXICO.

D. INCREASED LIMITS - IF, DURING THE TERM OF THIS AGREEMENT, THE CITY REQUIRES THE CONTRACTOR TO INCREASE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

PAGE 13  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-061-BH

REMOVING DEBRIS AND CLEANING THE AREA:

THE OFFEROR SHALL, DURING THE PROGRESS OF THE WORK, REMOVE AND DISPOSE OF ALL DEBRIS AND KEEP THE PREMISES CLEAN AND SAFE. WHEN THE WORK IS COMPLETE, THE OFFEROR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT AND SURPLUS MATERIALS (EXCEPT MATERIALS THAT ARE TO REMAIN THE PROPERTY OF THE CITY AS PROVIDED IN THE SPECIFICATIONS) AND LEAVE THE PREMISES IN A CLEAN CONDITION SATISFACTORY TO THE CITY.

RISKS:

ALL RISK OF DETERIORATION, DESTRUCTION, AND LOSS OF MATERIALS AND EQUIPMENT STORED AT THE SITE OF THE WORK SHALL BE BORNE BY THE OFFEROR.

SUB-CONTRACTING SERVICES DISALLOWED:

ALL SERVICES PROVIDED AS A RESULT OF THIS REQUEST MUST BE PERFORMED BY THE OFFEROR TO WHOM THE CONTRACT IS AWARDED. NO SUBCONTRACTING SHALL BE ALLOWED.

WORKING CONDITIONS:

THE CITY IS NOT RESPONSIBLE FOR OBSTACLES, UNFAVORABLE CONDITIONS, OR HAZARDS, WHICH MAY BE ENCOUNTERED BY THE OFFEROR, BOTH ABOVE AND BELOW GROUND. THESE CONDITIONS ARE PART OF THE RISK AND RESPONSIBILITY OF THE OFFEROR.

# CITY OF ALBUQUERQUE

## GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Terms and Conditions or the Specifications of this bid, the order of applications shall be the Specifications, Supplemental Terms and Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 et seq. ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
  - A. "City" means the City of Albuquerque, New Mexico.
  - B. "Contract" means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. "Contractor" means an Offeror who has been awarded a contract.
  - D. "Offeror" means a business that submits a response to a competitive solicitation.
  - E. "Purchase Order" means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. "Purchasing Office" means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. "Purchasing Officer" means the person charged with the responsibility of administering the Purchasing Office.
  - H. "Request" means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
  - I. "Responsible Offeror" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. "Responsive Offer" means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

3. **Preparation of Offer:**

- A. **Submission:** All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.
- B. **Preparation Method:** All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.
- C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.
- E. **Payment Terms:** The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice is received in the City's Accounts Payable Office.

Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.

- F. **Freight Policy:** Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.
- G. **Taxes:** Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods or services to which the taxes apply.
- H. **New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. **Warranty:** Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable commercial warranties the Offeror gives to any

customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Offeror Comments Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous

materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.

- P. ***Licenses and Certifications:*** The Offeror must provide proof in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.
4. **Debarment or Ineligibility Compliance:** By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.
5. **Ethical Conduct:** By submitting its offer in response to this Request, the Offeror certifies that:
- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;
  - B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
  - C. It has not taken any action in restraint of free competitive bidding in connection with this Request;
  - D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and
  - E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.
6. **Requests for Explanations by Offerors:**
- A. ***Requests for Explanation:*** Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days before the offer opening date.
  - B. ***Responses to Requests:*** Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.
7. **Addenda:**
- Addenda:*** Changes or amendments to specifications, conditions or provisions herein may be initiated **ONLY** through the Purchasing Office in the form of a written addendum.

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer. Failure to do so may result in disqualification of the offer.

It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

8. **Clarification of Offers:**

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

9. **Submission of Offer:**

A. ***Time:*** Offers not received by the time and date indicated on the Request will not be accepted.

B. ***Hand Carried:*** Offers may be hand carried to the City Clerk's Office on the basement level of the Albuquerque/Bernalillo County Government Center, One Civic Plaza, Albuquerque, New Mexico.

C. ***Mailed:*** Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.

Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). **ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

D. ***Receipts:*** Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.

E. ***Envelope Preparation:*** The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:

- 1) Name of Offeror
- 2) Request Number assigned by the City to the Request
- 3) Opening date as identified on the Request or subsequent addenda

F. ***No Other Methods of Offer Delivery:*** Neither telephone, telegraphic, or facsimile Offer shall be accepted.

10. **Civil Rights Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies and practices set forth in the City's Affirmative Action Plan. Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **Americans with Disabilities Act Compliance:**

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

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

***Time and Place:*** Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected. In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or by this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.
- I. Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.
- J. The City determines that an offer contains any misrepresentations whatsoever.

15. **Rejection/Cancellation of Offers:**

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

16. **Minor or Technical Irregularities:**

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity, may be waived and clerical errors in an offer may be corrected if permitted by the Purchasing Officer and are in the best interest of the City.

17. **Nonconforming/Conditional, or Counter Offers:**

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

18. **Offer Analysis:**

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

19. **Award of Contract:**

- A. ***When Award Occurs:*** The award of a contract occurs when a Purchase Order is issued or another written contractual commitment of acceptance by the City Purchasing officer is provided to the Offeror. A Recommendation of Award or Letter of Intent does not constitute award of contract.
- B. ***Award:*** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.
- C. ***Basis of Award:*** The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.
- D. ***Increase of Quantities:*** The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3320.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

- I. **Additions/Deletions of Items:** The City reserves the right to add ancillary items/services or delete items/services specified in the subsequent contract as requirements change during the term of the agreement. Items may only be added or deleted by written approval from the Purchasing Officer or designee.

Prices and/or discounts for additional items/services will be mutually agreed to by the City of Albuquerque and the contractor either;

- 1) Under the price structure of the bid to include price margin above contractor cost, or;
- 2) By quotation from contractor in which the City reserves the right to solicit comparable quotes within the market to validate pricing to be competitive, or;
- 3) As otherwise determined by the Purchasing Officer.

An amended contract (Purchase Order) will be issued for each addition or deletion, prior to change taking effect.

The City reserves the right to award these ancillary items to the primary contract vendor, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

- J. **Other Public Governmental Agencies:** (hereinafter, OPGA), with mutual agreement of awarded vendor, may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated.
- 1) Extension of use of the City of Albuquerque procurement or contract shall in no way impede on the vendors ability to fulfill the pricing, terms and conditions of the originating agreement with the City.
  - 2) It shall be the responsibility of the vendor to verify whether the purchasing entity is a legitimate entity in which to extend this option or whether it is a legal option for that entity under their applicable laws, rules and regulations.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]

21. **Protest Process:**

- A. **Request Documents:** Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.
- B. **Recommendation of Award:** Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.
- C. **Timely Protests:** Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.
- D. **Required Information from Offeror:** All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:
- 1) Name and address of the protesting party
  - 2) The solicitation/Request Number
  - 3) A clear statement of the reason(s) for the protest
  - 4) Details concerning the facts which support the protest

- 5) Attachments of any written evidence available to substantiate the claims of the protest
  - 6) Statement specifying the ruling requested
- E. **Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.
- F. **Delivery of Protest:** Protests may be hand-delivered. Protests which are mailed should be addressed as follows:

Purchasing Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103

Envelope should also clearly indicate "PROTEST" and the solicitation number.

- G. **Purchasing Officer Action:** The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.

22. **Delivery, Acceptance and Guarantee:**

- A. **No Delivery before Purchase Order is Issued:** No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or other notice to proceed issued by the City Purchasing Division.
- B. **Cancellation for Non-Delivery:** The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.
- C. **Acceptance of Delivery:** Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

23. **Inspections:**

**Prior to Acceptance of Delivery:** All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

24. **Invoices and Payments:**

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to:

Accounting Division (Accounts Payable),  
City of Albuquerque  
P.O. Box 1985  
Albuquerque, New Mexico 87103.

Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

25. **Default/Termination for Cause:**

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

26. **Termination for the Convenience of the City:**

The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

27. **Termination for Lack of Appropriations:**

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The

City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**INSTRUCTIONS FOR  
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
  
- 2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
  
- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
  
- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
  
- 5. DEFINITIONS.** The following definitions apply to this preference:
  - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
  
  - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
  
  - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
  
- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

# LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location (in Abq. Metro Area): \_\_\_\_\_  
\_\_\_\_\_

## Business Type: SELECT ONE

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

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  \_\_\_\_\_

## CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: \_\_\_\_\_ 

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



BILL RICHARDSON  
GOVERNOR



BETTY SPARROW DORIS  
SECRETARY

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
501 Mountain Road NE  
Albuquerque, NM 87102  
(505) 222-4669 / FAX (505) 222-4780

RAYMOND H. GONZALES  
DEPUTY SECRETARY

**NOTICE TO ALL PUBLIC WORKS CONTRACTORS**  
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC  
WORKS MINIMUM WAGE ACT

The Public Works Bureau insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and **Subcontractor List** must be completed and sent to the Public Works Bureau by the Contracting Agency or it's agent. The **Statement of Intent to Pay Prevailing Wages** must be completed by the contractors performing work on the project and sent to the Contracting Agency or it's agent. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to the Contracting Agency or it's agent – through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. It may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (*i.e.*: an OSHA 10 safety program). If fringe benefits are paid to a third-party account, the employee must have quarterly statements provided to them. The third way of paying fringe benefits, is to pay as a combination of cash and into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 222-4669.

New Mexico Department of Workforce Solutions

Public Works Bureau

501 Mountain Road NE, Albuquerque, NM 87102

fax (505) 222-4780 Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)

Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us)

Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)

Mary Sanchez (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us)

Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

**Wage Decision # BE-07-1194 A**  
**NOTIFICATION OF AWARD (NOA)**

**Description and Location of Work: Rubber Removal at the Albuquerque International Sunport**

Rubber removal from runways and ramp/gate areas. The rubber removal activities include using water and/or chemical solvents to remove materials or pollutants from the runway or ramp surfaces. The minimum amount of runway cleaned each time will be no less than 475,000 square feet and may be as high as 575,000 square feet.

City of Albuquerque

Bernalillo county

International Sunport

**REMINDER for Agency Conducting BID Process: If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.**

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2<sup>nd</sup> tier subcontractors) and fax or mail it to the address above. **If the project is canceled**, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: \_\_\_\_\_ License#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Contact's name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Approximate Date Work to Start: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Cost of Project: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) MUST also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

**Signature for Contracting Agency (or agent)** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

# SUBCONTRACTOR LIST

**Do NOT** list suppliers or professional services (such as surveyors)  
**INCLUDE** individual subcontractor dollar amount for project

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

## General Contractor: Wage Dec. # BE-07-1194 A

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To be filled ***Before*** construction starts  
Please type or print in ink. Incomplete forms will be returned.



Mail or fax to: the contracting agency or its agent (architect or engineer)

## GENERAL CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_ Labor Enforcement Fund:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ **State Wage Dec. #:** \_\_\_\_\_

Project Title: \_\_\_\_\_ Project Physical Address: \_\_\_\_\_

**Total Contract Amt:** \_\_\_\_\_ **Estimated Completion Date:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**SUBCONTRACTOR:**      **Subcontract amount: \$** \_\_\_\_\_ **Start date of work on this project:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**2ND. TIER SUB**      **2<sup>nd</sup> Tier Contract amount : \$** \_\_\_\_\_ **Start date of work on this project:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

My signature above certifies that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rates (s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.**

**(See IMPORTANT information on back!)**

## INSTRUCTIONS FOR FILLING OUT STATEMENT OF INTENT

### FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-07-0123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Start & Completion Dates of project
6. General Contractor's Contract Amount - Project cost .
7. Check for Labor Enforcement Fund compliance.

### FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount – list subcontract amount.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.
3. Check for Labor Enforcement Fund compliance.

### FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.
5. Check for Labor Enforcement Fund compliance.

For 3<sup>rd</sup> TIER & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor with a note.

**Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project.** The registration form may be found on the DOL web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again.

**NOTE: All Statements of Intent to Pay Prevailing Wages must go to the GC to submit to the contracting agency or its agent (architect or engineer).**

**NOTE: If form is faxed, the originals are not required to be sent.**

# AFFIDAVIT OF WAGES PAID

To be filled **After** construction is complete  
Please type or print in ink. Incomplete forms will be returned.



Mail or fax to: the contracting agency or its agent (architect or engineer)

## GENERAL CONTRACTOR INFORMATION

Company Name:		Labor Enforcement Fund: <input type="checkbox"/>
Address:		
City:	State:	Zip:
Phone:	Fax:	
Estimated Completion Date:	<b>State Wage Dec. #:</b>	
Project Title:	Project Physical Address:	
PRINT NAME:	SIGNATURE:	

<b>SUBCONTRACTOR:</b>	<b>Subcontract amount:</b>	Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
PRINT NAME:	SIGNATURE:	

<b>2ND. TIER SUB</b>	<b>2<sup>nd</sup> Tier Contract amount</b>	Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
PRINT NAME:	SIGNATURE:	

My signature above certifies that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rates (s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.**

(See IMPORTANT information on back!)

Revised 9/12/07

## INSTRUCTIONS FOR FILLING OUT AFFIDAVIT OF WAGES PAID

### FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-07-0123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of project
6. Check for Labor Enforcement Fund compliance.

### FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount – list subcontract amount.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.
3. Check for Labor Enforcement Fund compliance.

### FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.
5. Check for Labor Enforcement Fund compliance.

For 3<sup>rd</sup> TIER & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor with a note.

**Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project.** The registration form may be found on the DOL web page at [www.dws.state.nm.us](http://www.dws.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again.

**NOTE: All Affidavits of Wages Paid must go to the GC to submit to the contracting agency or its agent (architect or engineer).**

**NOTE: If form is faxed, the originals are not required to be sent.**

# **LABOR ENFORCEMENT FUND**

***(STRICTLY ENFORCED)***

## **13-4-13.1 Public works contracts; registration of contractors and subcontractors.**

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

## **13-4-14.1 Labor enforcement fund; creation; use.**

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

## **13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.**

The director of the labor and industrial division of the labor department may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU**

**QUESTIONS?? Call OR E-mail:** Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)  
 Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us) Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)  
 Mary Sanchez @ (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us) Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

Contracting Agency/Owner	County	Decision Date	Decision No.
City of Albuquerque	Bernalillo	10/05/07	BE-07-1194 A
		<b>Expires for Bids</b>	
<b>Type of Construction: A</b>		<b>01/01/08</b>	
<p><b>Description of Work: Rubber Removal at the Albuquerque International Sunport</b>                      Rubber removal from runways and ramp/gate areas. The rubber removal activities include using water and/or chemical solvents to remove materials or pollutants from the runway or ramp surfaces. The minimum amount of runway cleaned each time will be no less than 475,000 square feet and may be as high as 575,000 square feet.</p> <p><b>REMINDER to those preparing BID documents:</b> If bids are not opened by the above “Expires for Bids” date, a <b>NEW</b> wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a <b>NEW</b> wage decision <b>WILL</b> be required. Call the Public Works Bureau at (505) 222-4669 to check status of new wage rates.</p>			

**NOTICES**

**ALL** contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it’s agent) before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it’s agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it’s agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent’s trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

# TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

*Effective May 11, 2007*

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	9.71	0.26
Carpenter/Lather	12.23	0.44
Cement Mason	13.65	0.26
Ironworker	22.44	5.85
Painter (Brush/Roller/Spray)	16.63	0.44
<b>Electricians (outside)</b>		
Groundman	23.01	10.56
Equipment Operator	25.83	10.56
Lineman/Wireman or Tech	26.42	10.56
Cable Splicer	27.60	10.56
Plumber/Pipefitter	21.38	4.33
<b>Laborers</b>		
Group I	9.95	0.35
Group II	10.25	0.35
Group III	10.65	0.35
<b>Operators</b>		
Group I	12.97	0.26
Group II	13.17	0.26
Group III	13.75	0.26
Group IV	13.77	0.26
Group V	13.77	0.26
Group VI	13.92	0.26
Group VII	13.97	0.26
Group VIII	14.12	0.26
Group IX	14.62	0.26
Group X	15.42	0.26
<b>Truck Drivers</b>		
Group I	12.60	0.26
Group II	12.80	0.26
Group III	13.00	0.26
Group IV	13.20	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.



**CHECK OUT THE  
DEPARTMENT OF  
WORKFORCE SOLUTIONS  
WEBSITE FOR VALUABLE  
INFORMATION**

[www.dws.state.nm.us](http://www.dws.state.nm.us)

Click on "Public Works"

~ OR ~

**Bill Richardson  
Governor**

**Betty Sparrow Doris  
Department of Workforce  
Solutions  
Secretary**

**PHONE:**

**Public Works Questions:**

**Diana - (505) 222-4669**

**Mary – (505) 222-4784**

**Nicolina – (505) 222 -4785**

**Camille - (505) 222-4782**

**Michael - (505) 222-4783**

**FAX Number:**

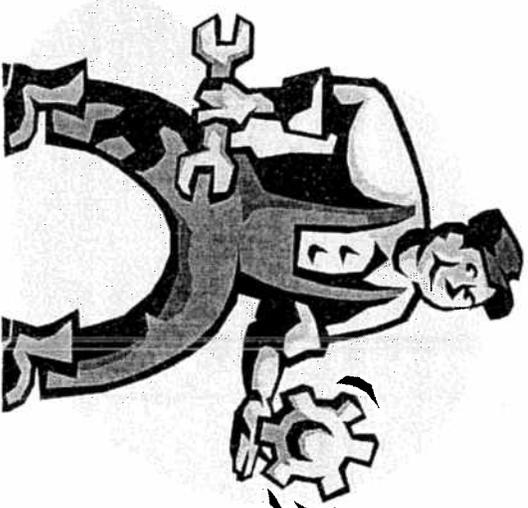
**(505) 222-4780**

**Apprenticeship Questions:**

**(505) 222-4674**

**New Mexico  
Public  
Works**

**Construction**



The NM Public Works Minimum Wage Act applies to employers and employees working on state/locally funded public works construction jobs. Information here is not an official interpretation of the Act, but this pamphlet can serve as a general guide to the law. You may find additional information and Rules & Regulations derived from the Act on the NMDWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us)

### 1. How does the Act apply?

The Act and the Public Works Bureau's Policy Manual govern all public works (PW) construction projects costing \$60,000 or more and funded in part or in whole by state/local funds. Wages set by LID must be paid as a minimum. Employees must be paid weekly. If the project has federal funding as well, the pay is figured by comparing the total rate in each trade from the state and federal wage decisions and paying the higher of the two.

### 2. What is a Wage Decision?

A wage decision is the set of wage rates for a specific public works construction project. The person putting together project bid documents requests a wage decision by submitting a request that describes the scope of work. The type of work determines the type of rates issued. The four sets of rates are for:

"A" – Street, Highway, Utility and Light Engineering;

"B" – General Building;  
"C" – Residential; and  
"H" – Heavy Engineering.

If 80% of the project is *not* in one type of construction, two types of rates may be issued. A wage decision expires 120 days after the issue date – unless the bid opening takes place. When the bids are opened before the expiration, those rates are good for the life of the project.

### 3. When is a new Wage Decision required?

A new wage decision is required when the bids are not opened before the expiration date on the original wage decision. If the project does not change significantly and the project is re-bid, an extension of the original expiration may be made. When bid dates are early in the calendar year, extensions may not be made since new rates go into effect. Then both a new wage decision and new rates may apply.

### 4. What is sent along with a Wage Decision?

Several forms are sent out with the wage decision that must be used by contractors:

- a. A Notification of Award is due from the contracting agency or general contractor listing all subcontractors before work starts;
- b. A Statement of Intent to Pay Prevailing Wages is due from each contractor, subcontractor and second tier contractor before work starts;
- c. An Apprenticeship Contribution Compliance Statement (for all except

Type "A" projects) is due by the 15<sup>th</sup> of each month from all contractors, subcontractors, and second tier contractors;

- d. A wage rate poster must be displayed in an easily accessible place at the job site to show all employees what their minimum rates of pay are; and
- e. An Affidavit of Wages Paid must be submitted after a contractor finishes work but before the final payment.

### 5. When does overtime pay start?

Overtime pay starts after 40 hours of work in a seven-day workweek for the same employer, regardless of how many projects the employee works on.

### 6. How is overtime pay computed?

Overtime pay is 1.5 times the base pay with fringes added back. For example, if the base is \$12/hr. and the fringe benefit is \$2/hr., the total overtime rate is  $12 \times 1.5 + 2$  or  $18 + 2 = 20$ .

### 7. How can I file a wage claim?

If you think your employer owes you more wages, you may file a wage claim at any NMDWS office. You should keep copies of pay stubs, a diary of when and where you worked, and the work performed.

### 8. What does the term "at will State" mean?

New Mexico is an "at will State" and the term means that an employer may hire and fire employees at will.