

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2008-084-DG

TITLE: MEAT, POULTRY AND FISH ITEMS FOR SENIOR NUTRITION PROGRAM

OPENING DATE: JANUARY 16, 2008 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

DENISE GALLEGOS, SENIOR BUYER, (505)768-3543
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 JANUARY 16, 2008

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

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GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2008-084-DG

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

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OFFEROR COMPLIANCE FORM

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FOR FURTHER INFORMATION
CALL DENISE GALLEGOS
AT (505)768-3543

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
JOHN BACA 505-848-1399
714 7TH ST SW
ALBUQUERQUE, NM 87107

REQUISITION 228559

BID BOND AMOUNT: \$0.00
BID BOND PERCENT: 0%

PERFORM BOND AMOUNT: \$0.00
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

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 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2008-084-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: MEAT, FISH AND POULTRY ITEMS ON A CONTRACT BASIS FOR UP TO FOUR (4) YEARS. PRICES BID BELOW WILL BE EFFECTIVE FOR THE FIRST QUARTER AFTER AWARD.

COMPETITIVE QUOTES FROM QUALIFIED VENDORS WILL BE REQUESTED ON A QUARTERLY BASIS FOR QUARTERLY AWARDS ON THE GROUPS OF ITEMS STATED BELOW.

THE CITY INTENDS ON MAKING MULTIPLE AWARDS TO PREQUALIFIED BIDDERS.

BIDDERS WHO MEET THE PREQUALIFICATION CRITERIA WILL RECEIVE AN AWARD IN ORDER TO OFFER COMPETITIVE QUOTES ON QUARTERLY AWARDS.

THE RESULTING CONTRACT SHALL BE FOR ONE YEAR WITH THE OPTION TO EXTEND FOR AN ADDITIONAL THREE (3) ONE-YEAR EXTENSIONS.

DELIVERIES TO ALL OF THE DESIGNATED BUILDINGS IS REQUIRED. SUCCESSFUL BIDDERS CANNOT REFUSE DELIVERY OF SMALL ORDERS TO ONE OF THE SMALLER KITCHENS.

DELIVERY COSTS AND ANY OTHER APPLICABLE COSTS SHALL BE INCLUDED IN THE BID PRICES NOT ADDED TO THE INVOICE.

THE CITY RESERVES THE RIGHT TO REJECT ANY PRODUCTS OR SHIPMENT IF QUALITY THERE ARE ANY CONCERNS OVER THE QUALITY OR SAFETY OF THE PRODUCTS.

CREDIT MEMOS OR REPLACEMENT FOR UNACCEPTABLE PRODUCTS SHALL BE ISSUED AND SENT TO THE REQUESTING PARTY WITHIN 48 HOURS OF REQUEST.

HEALTH DEPARTMENT INSPECTIONS, SOURCES, LOT NUMBERS OR ANY OTHER DOCUMENTATION PERTAINING TO HEALTH OR QUALITY CONCERNS SHALL BE PROVIDED UPON REQUEST BY THE CITY.

BE AWARE OF DOCUMENTS REQUESTED IN THIS REQUEST FOR BID. THEY SHALL BE PROVIDED WITH THE BID OR UPON REQUEST. FAILURE TO SUBMIT REQUESTED ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE BID.

A PRE-BID MEETING SHALL BE HELD ON JANUARY 7, 2008 AT 10:00 AM AT JOHN MARSHALL MEAL SITE AT 500 WALTER SE; ABQ. NM 87102. ATTENDANCE IS NOT MANDATORY BUT IS HIGHLY RECOMMENDED. THERE WILL

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 PRICING DETAIL FORM
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GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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 BE AN OPPORTUNITY TO ASK QUESTIONS.

1	1	5,000.00 LB ESTIMATED	GROUND BEEF, BULK, 85/15 NO ADDITIVES. UNIT SIZE : POUNG	_____	_____
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1	2	1,000.00 LB ESTIMATED	GROUND BEEF PATTIES, 85/15, NO ADDITIVES. UNIT SIZE: POUND	_____	_____
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1	3	1,400.00 LB ESTIMATED	BEEF, STEW MEAT, 1 X 1, FAT 10% OR LESS UNIT SIZE: POUND	_____	_____
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1	4	700.00 LB ESTIMATED	BEEF, FAJITA MEAT, 1/2 X 1/2 X 2, FAT 10% OR LESS	_____	_____
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GROUP TOTAL PRICE =====

2	5	3,750.00 LB ESTIMATED	BEEF TOP INSIDE ROUND ROAST MBG #169.	_____	_____
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2	6	3,500.00 LB ESTIMATED	BEEF, BRISKET MBG #120	_____	_____
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2	7	250.00 LB ESTIMATED	BEEF, CORNED BRISKET, RAW FAT LESS THAN 15%	_____	_____
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2	8	250.00 LB ESTIMATED	BEEF, CORNED ROUND RAW FAT LESS THAN 15%	_____	_____
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GROUP TOTAL PRICE =====

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 PRICING DETAIL FORM
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GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	9	350.00 LB ESTIMATED	PORK SHOULDER, BOSTON BUTT MGB #406	_____	_____
3	10	350.00 LB ESTIMATED	PORK CHOPS, CENTER CUT, 4 OZ PORTION	_____	_____
3	11	3,000.00 LB ESTIMATED	PORK CUSHION DICED 1" X 1"	_____	_____
GROUP TOTAL PRICE =====					
4	12	1,000.00 LB ESTIMATED	SAUSAGE PATTIES, BREAKFAST, 1.5 OZ. COOKED	_____	_____
4	13	1,000.00 LB ESTIMATED	BACON, SLICED SLAB 18/22 NO SECONDS MBG #539	_____	_____
4	14	350.00 LB ESTIMATED	SAUSAGE, POLISH, 5/1 NO TVP FULLY COOKED.	_____	_____
4	15	100.00 LB ESTIMATED	SAUSAGE LINK BREAKFAST RAW 1 OZ. NATURAL CASING	_____	_____
4	16	1,200.00 LB ESTIMATED	HAM BUFFET STYLE WATER ADDED OK	_____	_____
4	17	100.00 LB ESTIMATED	HAM DICED 1/4 IN.	_____	_____

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 PRICING DETAIL FORM
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GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	18	350.00 LB ESTIMATED	BRATWURST 5 TO 1 NO TVP JOHNSONVILLE, COOKED	_____	_____
4	19	350.00 LB ESTIMATED	HOT DOG ALL BEEF 4 TO 1 NO TVP	_____	_____
GROUP TOTAL PRICE =====					
5	20	20.00 LB ESTIMATED	TURKEY ROAST, BNLS, BREAST AND THIGH	_____	_____
5	21	200.00 LB ESTIMATED	TURKEY BREAST, CK, BNLS, SKNLS, SMKD, WHOLE MUSCLE	_____	_____
5	22	350.00 LB ESTIMATED	TURKEY, ROLL, ALL WHITE MEAT	_____	_____
5	23	350.00 LB ESTIMATED	TURKEY PASTRAMI, FULLY COOKED, NO TVP	_____	_____
5	24	200.00 LB ESTIMATED	CHICKEN LEG QUARTER, BULK, FRESH, SMALL	_____	_____
GROUP TOTAL PRICE =====					
6	25	200.00 LB ESTIMATED	CHICKEN BREAST SPLIT, BULK FROZEN, B/ 6 TO 8OZ.	_____	_____
6	26	350.00 LB ESTIMATED	CHICKEN BREAST, RAW, BNLS, SKNLS, FRESH 4 OR 6 OZ	_____	_____

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 PRICING DETAIL FORM
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GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	27	1,500.00 LB ESTIMATED	CHICKEN BREAST PORTIONS TOM, FROZEN	_____	_____
6	28	1,500.00 LB ESTIMATED	CHICKEN DRUMSTICKS, WHOLE, FRESH, JUMBO	_____	_____
6	29	700.00 LB ESTIMATED	CHICKEN THIGHS, FRESH, B/I	_____	_____
6	30	250.00 LB ESTIMATED	TURKEY CORN DOGS, 4 OZ FROZEN	_____	_____
GROUP TOTAL PRICE =====					
7	31	250.00 LB ESTIMATED	CHICKEN, TENDER, BRDD, CKD, OVENABLE, 2 - 2.5 OZ	_____	_____
7	32	700.00 LB ESTIMATED	SALISBURY STEAK, COOKED, 3 OZ.	_____	_____
7	33	700.00 LB ESTIMATED	SALISBURY STEAK, COOKED, 3 OZ.	_____	_____
7	34	700.00 LB ESTIMATED	BEEF FRITTER 4 TO 1, COOKED	_____	_____
7	35	350.00 LB ESTIMATED	BEEF FINGERS, COOKED, BREADED 1 OZ.	_____	_____

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 PRICING DETAIL FORM
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GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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GROUP TOTAL PRICE =====

8	36	350.00 LB ESTIMATED	CATFISH, BREADED, RAW, 4 OZ. DOMESTIC	_____	_____
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8	37	350.00 LB ESTIMATED	CATFISH, FILET, RAW, 4 OZ, DOMESTIC	_____	_____
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8	38	350.00 LB ESTIMATED	POLLOCK, BREADED, RAW, OVENABLE, 3.5-4OZ.	_____	_____
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8	39	350.00 LB ESTIMATED	COD, BATTERED, 2 OZ. OVENABLE	_____	_____
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8	40	350.00 LB ESTIMATED	SALMAN, FILET, FRESH, 3 OZ. PREVIOUSLY FROZEN OK	_____	_____
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GROUP TOTAL PRICE =====

ALL SHIPPING COSTS, DELIVERY AND ANY OTHER APPLICABLE
 COSTS SHALL BE INCLUDED IN THE BID PRICES.

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

REQUIREMENTS

The City of Albuquerque's Department of Senior Affairs, Nutrition and Transportation Division is seeking qualified, responsible and capable local based offerors for the purpose of providing indefinite quantities of Meat, Poultry and Fish Products. The purpose of this RFB is to pre qualify vendors for a City contract. The resulting contract for meat, poultry and fish vendors shall be for one year with the option to renew for an additional four (4) one year periods. Every quarter the pre qualified vendors shall offer competitive pricing for the groups of items listed on this RFB. Awards shall be made according to the low responsive bidder for the total of each "group." An initial award shall be made based on the low bid prices and shall be in effect through the end of the first quarter of 2008, which will be March 31, 2008. Beginning April 2008 and every quarter thereafter, a quarterly bid shall be requested. Multiple awards (to various vendors), may be made. Quantities on the Pricing Detail page represent the estimated amount needed annually. Estimated quarterly amounts are listed on each individual item description.

REQUIREMENTS FOR PRE QUALIFICATION

1. The purpose for the quarterly bidding is to assure the City is obtaining the best prices. It also gives all pre qualified vendors the opportunity to offer the City the best prices. Bidders may bid on all or specific product Groups. In order to be considered responsive in bidding one or more groups, each item in a particular group must be offered and have a bid price. The group total is what will be evaluated against the group totals of other bidders in determining an award. Awards will be assigned by group. Failure to enter a separate price for each item in a group will result in automatic rejection of that vendor' group bid price in considering an award.
2. All bid prices shall include all freight, delivery charges and all applicable taxes. Invoices shall be prepared accordingly. Copies of invoices or packing slips shall be provided to the City when a shipment is delivered. The Invoice or packing slip shall include the item description, quantities, and current prices.
3. Every three months, the contractors must provide new, updated yellow price sheets listing the products and the new bid prices listed in the awarded Purchase Orders. The City will issue new quarterly awards based on the prices from the contractors for that quarter. The City reserves the right to test the market by obtaining other quotes from other sources to verify the prices. Participating vendors could be required to provide proof of cost in the event the bid prices appear not to be inline with the whole food industry pricing structure. The quarterly bid prices must remain firm for the three month period of the award.
4. Bidders agree that in the event of a billing/invoice payment problem with any Department of the City using the contract, that they will not curtail or cut off delivery to any City department. Instead the vendor shall contact the using department and work out the problem independently with that particular

department. The vendor may request the assistance of the City' Purchasing or Accounts Payable offices in resolving the problem(s).

5. The successful bidder(s) must be able to begin servicing the City according to the requirements set in this RFB within 10 days after receipt of the contract.
6. Experience: Bidders must provide proof of having a least three (3) years experience in providing the required products at an acceptable standard of quality and delivering them in a timely fashion. Three (3) references: names, addresses and hone numbers may be submitted the bid or upon request. This information may be submitted with the bid or upon demand.
7. Bidders shall have a primary place of business in the Greater Albuquerque Metropolitan Area with adequate clean, sanitary facilities, equipment and the capability to fulfill orders with a maximum period of 24 hours after receipt of a written, telephone or faxed signed order placed. Orders shall be place by 3:00 pm the previous day. City Holidays and weekends are excluded from this requirement.
8. Bidders hall provide copies of their State Health Department inspection certificates for the time period of January 1, 2007 thru the present date, with the bid or upon demand. Bidders must comply with the New Mexico Department of Health regulations. The City may suspend the quarterly contract with a contractor at any time during the life of the contract, if that contractor has not passed the State Health Department inspections. A suspended contractor may bid on the following quarterly bid if the State Health Department has re-inspected and recertified that the contractor is again in compliance with their requirements. The City may disqualify a vendor who has had two or more failed Health Department inspections in a calendar year. A disqualified vendor will no longer be allowed to bid on the quarterly bid price requests.
9. Contractors are required to be in compliance with any other regulations, requirements and standards from any agency that governs or oversees the meat, poultry and fish for human consumption industry. A contractor who is not in compliance with the requirements of any regulatory agency may have their quarterly contract canceled with the City. The contractor may bid on subsequent quarterly bids if the contractor has been re-inspected and re-certified that the contractor is again in compliance with their requirements. It is the responsibility of the contractor to provide the City with copies of their reports, certificates or other documents showing the approval or disapproval of the governing agency. Documents shall be submitted to the City as they are received.
10. Bidders shall supply a list of their suppliers. Bidders shall verify that the suppliers are ISDA certified. Bidders shall discuss why they buy from their suppliers and why they are satisfied with the supplier's products. Bidders shall describe their supplier's operations and describe/explain the procedures used by their suppliers to assure quality of the products safe handling, packaging and transportation of the products. How does each supplier inspect the products and what criteria is used? At what point is the product inspected? What happens to products failing quality assurances?
11. Bidders shall explain how their products can be tracked from the original sources to their customers (City) and how the suppliers would handle a recall or potential

- recall. In the event of a recall, the contractor shall notify John R. Baca or Patrick Aden at the Department of Senior Affairs, or their designated backups at the Department of Senior Affairs about a recall or potential recall as soon as reasonably possible.
12. The contractor shall identify the ordered products which may be included in a recall along with the dates ordered and delivered to the City. Within 48 hours of the contractor being aware of a recall, the contractor shall provide written documentation pertaining to the items recalled and clarify which products provided to the City are affected, may be affected or are definitely not affected by the recall. Within 72 hours of the contractor being aware of the recall, the contractor shall pickup the questionable products from the City sites and issue credit memos to the appropriate City staff. In the event of a recall, the City reserves the right to purchase meat, poultry and fish items from another source, including other pre-qualified vendors until the City is assured of the safety of the product(s) from the vendors or suppliers involved in the recall.
 13. Substitutions of the requested items shall be allowed only if approved by the City Department.
 14. Prices: The bidder must describe its capability to post changed prices; and how it would document the latest bid prices and include them in the invoicing documents to be submitted to the City for payment. The contractor is expected to provide accurate and updated invoices. Every delivery to the City shall be accompanied with an itemized copy of the order. The order copy shall have the current contract prices listed for every item ordered. If a bidder fails to possess this capability, they cannot be pre-qualified, and therefore cannot receive a bid award if they fail to possess this capability.
 15. Bidders shall also describe their procedures for handling credits to the City. Credit memos shall be submitted to the City department within 7 days of the request.
 16. Food Handling and Transportation Capabilities. Bidder must describe its facilities, food handling equipment, food processing facilities, storage facilities and transportation capabilities. Bidders shall describe its operating processes and procedures, sanitary processes and procedures and the temperature control and sanitizing of its vehicles to assure safe handling and delivery of the products. Bidder shall describe and demonstrate its ability and/or experience to deliver quality, and various quantities of food under stringent sanitary conditions. During the evaluation of the bids, City personnel may request a visit to the bidder's facility and the bidders shall demonstrate their procedures and provide a tour of their facility. The City shall determine if the bidder complies with the bid requirements based on the tour, references, and descriptions of the processes provided by the bidder.
 17. The bidder and their suppliers must be USDA certified and inspected and have the certifications prominently displayed.
 18. Cancellation of Contract. The City reserves the right to suspend a quarterly contract award with a contractor and obtain the needed products from another source, including another pre-qualified vendor. Suspensions are temporary and due to minor issues concerning the inability of the contractor to meet the

requirements of the contract for a certain amount of time. Suspensions shall be allowed if the contractor expects and is willing to resume the contract at a later time. A suspended contractor may bid on a subsequent quarterly price bid after having assured the City of their ability to continue the contract. A suspended vendor may not resume their quarterly award during the quarter. They must wait until the next quarterly bidding. The City may allow an exception if there is no other source of the products needed or if none of the other pre-qualified contractors can provide the products.

19. Disqualification and complete cancellation of contract. Under certain conditions the City may completely cancel the vendor's pre-qualification status. Some of the things that may cause such a cancellation are as follows:

- a. Failure to give the City adequate notice concerning the recall, potential recall or contamination of meat, poultry or fish products. Even if the recalled items(s) are not items that the supplier provides the City with, the City is requiring the accurate information concerning the recall and reassurances that our meat, poultry and fish items are safe.
- b. Overcharging the City. A vendor that has continuing problems with billings, such as incorrect or outdated prices, or fails to issue credit memos, or whose invoices does not match the delivery receipt or any other billing dispute that is not resolved after notice from the City may be disqualified until a new bid is issued. A vendor's contract and pre-qualification status may be canceled if any of the above occurs more than twice per contract year.
- c. Late deliveries or continuing problems with deliveries such as incomplete deliveries, late deliveries, incorrect shipping forms, etc. may also disqualify a vendor. The contractor shall be given the opportunity to correct the problems. If after written notice by the City concerning the delivery problems, or if the contractor has 3 or more late or problem deliveries, the City may cancel the vendor's contract and pre-qualification status.
- d. Inferior quality products. If the meat, poultry and fish products are of an inferior quality, somehow damaged or otherwise questionable as to the quality, freshness, color, texture or condition, the delivery may be rejected. If the products are delivered and later found to be unacceptable, the contractor shall pick up the products within 48 hours of notice and work with the City department to provide a replacement or refund. The method of remedy will be the choice of the City. More than two incidences of unacceptable products per contract year may result in the disqualification of the vendor or the complete cancellation of the contract.

TECHNICAL SPECIFICATIONS:

20. All meat products must be prepared in an establishment licensed under federal meat inspection or have a meat inspection license granted by the New Mexico Livestock Board.

21. All vendors and sub-vendors selling to the City must have a current effective Grade A rating from the City of Albuquerque Environmental Health Department. Loss of such rating shall result in immediate suspension of the contract for cause.
22. the assigned establishment number (indicating inspection has been performed and a number granted) will have to appear on every bid submitted and ever container delivered to various departments of the City of Albuquerque. In addition, all containers or package wrapping must be properly labeled as to contents.
23. The City of Albuquerque, through its authorized representatives may inspect all sources of meat, poultry and fish and invoices of suppliers to vendors under this contract. Inspections may be made at any time during normal working hours. Substitutions of product content or changes in packing will not be permitted without advance expressed consent of the Department's Food Production Supervisor (Patrick Aden).
24. Meat suppliers shall conform to the following specifications:
 - a. All meat delivered to City facilities shall be in a refrigerated truck and the inside temperature shall be a minimum of 36 degrees F.
 - b. All merchandise must be fresh and/or fresh frozen only. In no cases shall any meat have an offensive odor before, during or after being cooked.
 - c. Special buys of distress merchandise will not, under any conditions be acceptable.
 - d. No meat shall contain textured vegetable protein (TVP); however certain breaded items may contain TVP that is not more than 10% of the total weight.
 - e. All beef shall be ISDA Choice and pork shall be Selection One (1) unless otherwise specified.
 - f. The meat shall have good color, normal to the grade and be practically free of bruises, blood clots, bone dust and discoloration.
 - g. All meat as specified shall conform to the Meat Buyers Guide (MBG)
25. Chicken:
 - a. Raw chicken parts are to be knife cut from USDA inspected shell bird fryers without giblets and necks. Processing and packing shall be under USFA Quality Control Supervision.
 - b. All indicated delivery weights shall be net, and weights shall not include the weight of any containers or wrapping materials.
 - c. All chicken shall be salmonella free.
 - d. All chicken parts shall be individually quick frozen and must conform to USDA 48 hour regulation for Quick Freezing.
26. Fish
 - a. The Firm name or brand name must be listed in the guide to Sanitary Inspected Fishery Products, UC Department of commerce Publications under Part One.
 - b. The USDI or USDC shield must be displayed on each case.
 - c. Battered oven ready fish portions:
 1. Whiting 4 ounce portions, pre-battered, oven-ready. Oven preparation directions must appear on each case. Minimum 80%

fish fresh. The fish shall be prepared from natural cut filets, breaded, precooked. 10 lb. per box.

2. Cod-raw, 4 oz. Portions, no breaded.

27. Estimated Quantities: The quantities listed in this request for bid are estimated quantities and do not constitute an order and are not necessarily comprehensive. They are a representative sample of what is likely to be purchased during the course of a contract resulting from this request and will be used only to evaluate offers and award of such contract(s). These quantities as stated may increase or decrease depending on the actual needs of the City. Actual orders will be placed by the users.
28. All or None Basis: There are eight (8) distinct groups of products with items that will be awarded on an "All or None" basis for each subgroup.
29. Delivery Requirements: Vendors must deliver to various sites located throughout the City and between the hours of 7:00 a.m. through 10:00 a.m. and the locations; dates and times are to be coordinated with Patrick Aden, Food Production Supervisor at 848-1399. All perishables must be delivered in refrigerated vehicles. Vendors must be able to deliver products within twenty-four (24) hours after receipt of the order.
30. All requests for information in this RFB may be submitted with the bid or upon demand. "Upon demand" means within 24 hours of request during the bid evaluation period. At any time during the life of the contract, the City may request this information again to assure that the vendor's are still in compliance with the requirements. A time limit will be given to the vendor for this information. If the vendor fails to provide the information within the time that the City has requested it. The vendor's pre-qualified status may be rejected and their 3 month contract canceled. The vendor may also be disqualified and have the entire contract canceled. Which means that they will have to wait until a new bid is done for meat, poultry and fish products.

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SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2008-084-DG

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 - MULTIPLE AWARDS:

THE CITY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS A RESULT OF THIS REQUEST IF DOING SO MAY BE ADVANTAGEOUS TO THE CITY.

CONTRACT PERIOD - 12 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWELVE (12) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

ESTIMATED QUANTITIES, NOT AN ORDER:

THE ESTIMATED QUANTITIES LISTED DO NOT CONSTITUTE AN ORDER AND ARE NOT NECESSARILY COMPREHENSIVE; THEY ARE A REPRESENTATIVE SAMPLE OF WHAT IS LIKELY TO BE PURCHASED DURING THE COURSE OF A CONTRACT RESULTING FROM THIS REQUEST AND WILL BE USED ONLY TO EVALUATE OFFERS AND AWARD SUCH A CONTRACT. THESE QUANTITIES AS STATED MAY INCREASE OR DECREASE DEPENDING ON THE ACTUAL NEEDS OF THE CITY. ACTUAL ORDERS WILL BE PLACED

FREIGHT, AS INDICATED:

F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

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FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

INSPECTION OF MATERIALS:

THE CITY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE CITY CONSIDERS NECESSARY.

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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.

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SERVICE FACILITIES:

THE OFFEROR, UPON SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST, MUST HAVE SERVICE FACILITIES WHICH ARE, IN THE OPINION OF THE CITY, ADEQUATE TO PERFORM THE SERVICES SPECIFIED IN THIS REQUEST. THE CITY RESERVES THE RIGHT TO INSPECT AND DETERMINE IF THE FACILITIES MEET THIS REQUIREMENT. THE FINAL DETERMINATION OF SATISFACTION OF THIS REQUIREMENT RESTS WITH THE CITY.

SHELF LIFE OF MERCHANDISE:

SHELF LIFE SHALL BE COMPUTED FROM THE TIME OF DELIVERY TO AND ACCEPTANCE BY THE CITY.

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: _____