CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-195-BH
TITLE: HVAC SERVICES
OPENING DATE: JUNE 28, 2006 (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, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM JUNE 28, 2006
NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER
7TH FLOOR CONFERENCE ROOM
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO
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
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-195-BH
OPENING DATE: JUNE 28, 2006
CALL BERNICE HUGHES
AT (505) 768-3339

DELIVERY DATE: _____________________
(PLEASE SPECIFY)
REQUISITION 210738
ALBUQUERQUE, NM

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: (_____) _______ - _______

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.
TO ACCESS FORMS VISIT WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML.
IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: ANNUAL CONTRACT FOR HVAC EQUIPMENT MAINTENANCE REPAIR & REPLACEMENTS FOR VARIOUS DEPARTMENTS. THIS CONTRACT WILL BE FOR AN INITIAL 24 MONTHS WITH AN OPTION TO EXTEND FOR UP TO THREE (3) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT.

THE CONTRACT WILL BE UTILIZED WITHOUT RESTRICTION BY THE FACILITIES & ENERGY MAINTENANCE DIVISION.

YOUR BID PRICING MUST INCLUDE ALL COSTS ASSOCIATED WITH COMPLETION OF ALL SPECIFIED WORK INCLUDING APPLICABLE TAX.

<table>
<thead>
<tr>
<th>GROUP NO.</th>
<th>ITEM NO.</th>
<th>QUANTITY/UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>1</td>
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<td>1.00 EA</td>
<td>PROVIDE (ON AN AS NEEDED BASIS) VARIOUS HVAC EQUIPMENT MAINTENANCE FOR VARIOUS CITY DEPARTMENTS.</td>
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<td>2</td>
<td>2</td>
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<td>PROVIDE QUARTERLY HVAC SYSTEM MAINTENANCE FOR KIMO THEATRE AS PER ATTACHED SPECIFICATIONS.</td>
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<td>3</td>
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<td>1.00 EA</td>
<td>PROVIDE MONTHLY HVAC SYSTEM MAINTENANCE FOR PUBLIC HOUSING FACILITIES AS PER ATTACHED SPECIFICATIONS.</td>
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GROUP TOTAL PRICE ===========

GROUP TOTAL PRICE ===========

GROUP TOTAL PRICE ===========

ALL QUESTIONS ABOUT THIS RFB SHOULD BE ADDRESSED TO BERNICE HUGHES AT 768-3339 OR E-MAIL BHUGHES@CABQ.GOV

*******************************************************************************LAST ITEM REQUESTED*******************************************************************************
HVAC Service Contract

SPECIFICATIONS:

1. SCOPE OF SERVICE

1.1. Any service contract issued will not supersede any existing HVAC maintenance contracts presently in force at various City departments.

1.2. Under this contract, the contractor will provide HVAC service (on an as needed basis) to City owned, leased and City/County jointly owned single story and multi-story facilities. All types of HVAC equipment, ductwork, digital controls and test and balance services may be covered by this contract. The City reserves the option to make multiple awards if it is determined to be in the best interest of the City.

1.3. The Scope of Services includes; repair, replacement, maintenance and installation of new heating, ventilating, air conditioning equipment, walk-in commercial freezers, refrigeration units, ice machines, air dryers for compressors, duct cleaning, system test and balance and digital control systems as may be required by the City.

1.4. The Facilities Management Division reserves the option to request cost estimates from multiple (i.e.: primary, secondary, and tertiary) contractors for all new HVAC installations which it initiates. Cost estimates will include labor and material and will be awarded to the contractor(s) which is determined to be in the City’s best interest and meets contract requirements, and new installation specifications. Contractor(s) must provide a cost estimate within five (5) working days of the City’s request or be considered non-responsive.

1.5. The service will be to render labor and materials necessary to expedite the Facilities & Energy management Division’s HVAC work orders. Service requested shall include: repair/maintenance or replacement (if required) of HVAC equipment and related items, such items include but are not limited to: ducting, duct cleaning, gas piping, water supply piping, refrigeration piping, digital control system and system test and balance and electrical disconnection and reconnection.

1.6. The Contractor shall respond, on service calls, to Facilities & Energy Management Division personnel only. Any service calls which are anticipated to cost above $1,000.00 must be approved by the manager of the Facilities & Energy Management Division prior to commencement of work.

1.7. Facilities & Energy management Division personnel shall be responsible for monitoring Contractor’s job performance on job requests initiated by the Facilities & Energy Management Division. City departments initiating service request directly to the Contractor will be responsible for Contractor contract compliance.

1.8. The contractor shall provide only those services and/or materials specifically identified by the Facilities & Energy Management Division. The City of Albuquerque shall not be liable for services other than those requested by the Facilities & Energy Management Division and outlined by the contract.

1.9. The Contractor shall provide all necessary invoices(s) of service performed, labor hours and materials used, which will include a description of items used (catalog numbers are not sufficient) and Contractor’s cost and applicable mark-up of said item. A written report as to the nature of work performed, along with any other pertinent information needed to expedite invoice(s) shall be submitted to the Facilities & Energy Management Division for review, approval and processing.

1.10. If for some unknown reason or reasons the equipment must be shut down for an extended period, Facilities & Energy Management Division personnel shall be notified of the delay (prior to the shut down) and advised of the measures being taken to put the equipment back in service.
1.11. The Contractor shall provide emergency service on a twenty-four (24) hour, seven (7) days-a-week basis. Response time shall not exceed 2 hour during non-business hours, nights, weekends & holidays. All emergency calls shall be handled by licensed HVAC technicians only as outlined in Section 2.1. Contractor shall provide emergency service as outlined in Section 4.2.

1.12. The City may, from time to time, request changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated in written amendments to the contract issued by the City of Albuquerque Purchasing Division.

1.13. Any overtime, on any given project assignment will require prior authorization by a designated Facilities & Energy Management Division representative or from a representative of the City department that initiated the service request.

2. **CONTRACTOR QUALIFICATIONS**

2.1. The Contractor shall use qualified/licensed personnel directly employed and supervised by the company. They must be qualified/licensed to repair and maintain HVAC equipment. They must be EPA certified in refrigerant installation and recovery and be licensed at the Journeymen level by the State of New Mexico Construction Industries Division. At the City’s request the selected contractor must submit (prior to award), resumes of employees who will be performing the work. These resumes must include copies of the employees’ current certificates and licensing.

2.2. The Contractor must be licensed under the following classifications by the State of New Mexico-Construction Industries Division, MM98 AND MS11.

2.3. Prior to award, the Contractor must provide the names, contacts, addresses and phone numbers of at least three (3) customers located within a fifty mile radius of the Greater Albuquerque Metro Area of whom the selected Contractor has provided HVAC maintenance services on similar HVAC equipment as covered by this contract within the last 24 months.

2.4. The Contractor must have an **in-house** sheet metal fabrication shop and technician available to expedite replacement and modifications to HVAC equipment. Prior to award such facilities shall be verified by the City Facilities Manager of Facilities & Energy Management Division or his Designee.

3. **COMPLIANCE WITH LAWS**

3.1 In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

3.2 It shall be the responsibility of the Contractor to obtain any and all licenses and/or permits required for the Scope of Service outlined herein.
4. **TIME OF PERFORMANCE**

4.1 The general services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. However, at anytime, the City may request services on weekends, holidays between the hours of 5:00 p.m. and 7:00 a.m.

4.2 The Contractor shall respond to a request for service originated from an authorized representative of the City within one (1) hour from the time the request is made if an emergency situation exists, or within two (2) hours for routine jobs. Contractor shall respond on site within two (2) hours in an emergency situation and within four (4) hours for routine jobs unless an extended response time is agreed upon by the City. In the event that the Contractor is unable to respond within the required time, the City shall have the right to obtain the required services from another source. At the time of contract award, the City shall identify to the contractor those individuals authorized to request services under the contract. Due to the response time and frequent use of this contract, the selected Contractor(s) must have service facilities located within the Greater Albuquerque Metropolitan area. The selected contractor(s) must provide the Facilities & Energy Management Division with emergency phone numbers and contact names for after hour service.

5. **COMPENSATION AND METHOD OF PAYMENT**

5.1 The use of at least one journeyman level HVAC technician to perform service calls is required. The Contractor must provide an hourly rate for journeymen for HVAC services.

5.2 For performing the services specified under Section 1.2 and 1.3 hereof, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, the City agrees to pay the Contractor the applicable hourly rate. For services performed between 5:00 p.m. and 7:00 a.m., Monday through Friday, and all day Saturday and Sunday (including holiday), the City agrees to pay the Contractor the applicable overtime rate set forth in the Contractor’s bid, which shall include any applicable gross receipts taxes. Compensation, on materials and labor, including any other expenditures and expenses by the Contractor in performing such services, shall be considered full and complete under the contract.

5.3 Payments shall be made to the Contractor within the specified contract payment terms upon receipt of properly documented invoices, summary of work performed and on condition that the Contractor has accomplished the job per the Scope of Services outlined herein, to the satisfaction of the City.

6. **INDEPENDENT CONTRACTOR**

6.1. The Contractor is not considered an employee of the City for any purpose whatsoever. The Contractor is considered as an independent Contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that he/she is not entitled to any benefits from the City under the provisions of the Workmen’s Compensations Act of the State of New Mexico or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
7. SUBCONTRACTORS

7.1. The Contractor may subcontract the electrical disconnection and reconnection, duct cleaning, processed piping, boiler repair, chiller repair, certified test and balance technician, crane service, roofing penetrations and energy management system repair and digital control software systems repair. The Contractor must provide the Facilities & Energy Management Division with three (3) cost estimates from subcontractors for proposed work. The Contractor may be required at any time provide the Facilities & Energy Management Division with three (3) cost estimates. The contractor may submit an invoice for payment of approved sub-contractor at cost plus no more than a 10% mark-up. The City must be notified of and must approve the proposed licensed subcontractor before the contractor may enter into such an agreement. The Contractor shall be fully responsible for work and payment of the subcontractor to the full extends of the requirements of the contract.

8. ASSIGN ABILITY

8.1. The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract (whether by assignment or novation) without prior written consent of the City hereto.

9. DEFAULT/TERMINATION FOR CAUSE

9.1. Reference RFB “General Instructions, Terms and Conditions – Section 25.”

10. AWARD

10.1. The City of Albuquerque will reserve the right to make multiple awards. In the event that multiple awards are made, the lowest responsive bidder will be awarded a primary contract. Any additional (i.e.; “secondary”, “tertiary” & etc) contracts will be awarded based on the order of low responsive bids, at the City’s option. Multiple awards are made in order to insure timelines of selected contractor responses to the City’s needs. Secondary (or tertiary) vendors will be used only when the primary contractor cannot respond on a timely basis.

11. SAFETY

11.1. The selected contractor will insure that all safety requirements are met before proceeding with repairs, replacement and/or new installation of HVAC equipment.

11.2. The selected contractor shall comply with all Federal and State OSHA safety regulations.

11.3. The selected contractor must have an Experience Modification Rate of 1.00 or less for the most recent three (3) years. The city reserves the option to request a verification of this rating prior to issuance of any contract as a result of this RFB.

11.4. The selected contractor must show proof that there has been a safety training program within the last 6/12 months in their organization/company.
12. MISCELLANEOUS

12.1 Estimates for any job releases will be submitted (prior to start of any work) to City representatives by to the selected contractors, without any charge to the City of Albuquerque. Also, hourly rate for service calls will begin upon arrival at the job site.

12.2 Any work order estimated to exceed $25,000.00 will be subject to Performance & Payment & Labor & Materials Bonds prior to commencement of any work. City Purchasing requires (for review) A copy of any estimates submitted for any job prior to the commencement of work.

12.3 Work referenced in this RFB (Group 1 & 2) are subject to current NM Wage Rates. The City will request a Wage Decision from the New Mexico Construction Industries and will forward it to all potential bidders (via an addendum) who have requested bid package. We will also post it on the City's web site. (www.cabq.gov/purchase).
1. A Highly Recommended Pre-Bid Conference will be held at One Civic Plaza, City/County Government Building, 7th Floor, Room 7096 on June 19, 2006 at 10:00 a.m.

2. Site Inspections will be mandatory.
   2.1 Site visits will be mandatory for any Group in which you are interested in bidding. Failure to comply with site inspections will cause your submitted bid to be considered non-responsive.
   2.2 You are requested to submit a certificate of attendance with your bid for each Group in which you are interested in bidding.

3. Work referenced in this RFB, Groups 1 & 2 are subject to current NM Wage Rates. The City has requested a wage decision from the NM Construction Industries.

4. HUD documents apply to Group 3 only.

5. All contractors submitting offers must have the appropriate State of NM Contractor’s License(s) which are Required for this type of work.

   Indicate your NM Contractor’s License Numbers(s) below:

   NM#:___________________________________
   NM#:___________________________________
   NM#:___________________________________
   NM#:___________________________________

6. Previous work references may be required of the offerors during the bid evaluation.

7. An Insurance Certificate will be required of the awarded contractor prior to the issuance of any contract as a result of this RFB.

8. Enter your Federal Tax ID Number in the space provided below:

   EIN#:______________________

9. The period for any contract issued as a result of this RFB will be for twenty-four month period with an option to Extend for three (3) additional twelve (12) month periods or any part of a twelve (12) month period by mutual agreement between the selected contractor(s) and the City.

10. The City will entertain requests for a price increase at the end of each twelve (12) month period of the contract period. The increase will be no greater than the rate of inflation based on the consumer price index (CPI-US) U.S. City average, as published by the U.S. Department of labor, Bureau of Labor and Statistics and in no case will be more than five (5%) increase for any twelve (12) month period. All requests for price increases must be forwarded to the City in writing at least sixty (60) calendar days prior to the requested date of increase to become effective. The request must be accompanied by complete documentation to justify the price increase.
Certificate of Pre-Bid Conference Attendance for RFB 2006-195-BH

This certificate pertains to RFB 2006-195-BH and must be completed by all vendors making offers in response to this solicitation.

Statement by Vendor

I hereby certify that I have attended a highly recommended pre-bid conference related to the requirements contained within this RFB. The conference was held at One Civic Plaza, City/County Government Building, 7th Floor, CIP Conference Room, #7096, on June 19, 2006 at 10:00 a.m.

Vendor                                                                 Verification by City Employee

_____________________________________                            ____________________________________
Printed Name                                                                                Printed Name

_____________________________________                             ____________________________________
Signature                                                                                        Signature

_____________________________________                              ____________________________________
Date                                                                                                 Date

Failure to return this form, completed and signed, with your bid may cause your bid to be considered non-responsive.
PRICING DETAIL FORM
ALL OR NONE GROUP 1

Facilities & Energy Management division – Municipal Building – 400 Marquette NW, APD & LEC Building – 401 Marquette NW and other various City buildings:

1. Hourly rates for services covered in “HVAC Service Contract Specifications” (“Exhibit D”), as may be required by the City, to be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday thru Friday.
   Journeyman $_____________/HR. x 6,000 Hours = $____________________

2. Hourly rate for services covered in “HVAC Service Contract Specifications” (“Exhibit D”), for services (as may be required by the City), to be performed during all hours not covered in “Item 1”, listed above
   Journeyman $_____________/HR x 6,000 Hours = $____________________

3. Percentage of parts cost. Parts cost shall be stated in the A.R.H. Price Director – Trade Price. Percentage shall be applicable to all items. State price as a % of list price. For example: A 20% discount from list price results in 80% as the unit price entered in the unit price column. Sample Computation: $20,000 (Quantity) x 80% (Unit Price) = $16,000 (Total Price)
   Percentage Parts Cost _____________% x $20,000 = $________________

   Group Total Price $________________ (Items 1-3)
1. INTENT

The intent of this contract is to maintain the automatic temperature control and mechanical systems so that it will perform in an energy efficient manner, maintain occupant comfort, and extend equipment life.

A. All units will require inspection and/or service on a quarterly basis or the manufacturer’s recommended interval(s), whichever is most frequent.

B. Prevention of untimely breakdown is our utmost concern.

2. SCOPE OF WORK

The scope of this work shall include the necessary labor, material, tools, and test equipment to accomplish the following with regard to the temperature control and mechanical systems defined herein:

A. Inspection

B. Calibration

C. Quarterly Scheduled maintenance

D. Logging

E. Reporting

F. Emergency Service

The Contractor shall submit the following as part of his bid:

Location of local office from which the building will be serviced. A twenty-four (24) hour telephone contact number.

Service that may be required in order to keep the system operating properly shall be provided within one (1) hour from the time such a call originates (including weekends, holidays). This agreement includes emergency service as checked below.

24 hours/day, 7 day/week including holidays.

During normal working hours on contractor’s scheduled business days.

Not included in this agreement but available on a time and material basis.

All planned preventive maintenance service work under these specifications shall be performed during regular working hours of regular working days.

The Contractor shall schedule preventive maintenance at least one (1) week in advance with the Maintenance Supervisor.

The Contractor or his representative shall report to the Maintenance Supervisor daily when on the job.
3. Quarterly Preventive Maintenance

As required or per manufacturer’s recommendations:

Check and clean fan assembly
Lubricate fan bearing per manufacturer’s recommendations
Lubricate motor bearings per manufacturer’s recommendations
Check belts and sheaves (Replace and adjust as required)
Tighten all nuts and bolts
Check motor mounts and vibration pads (Replace and adjust as required)
Check motor operating conditions
Inspect electrical connections and contactors
Lubricate and adjust associated dampers and linkage
Check fan operation
Clean outside air intake screen
Check and clean drains and drain pans
Check and clean strainers and hand valves
Inspect filters, replace as required
Check hearing and cooling coils
Clean and paint external surfaces as required

If for some unknown reason or reasons, equipment must be shut down for an extended period, the Maintenance Supervisor shall be immediately notified of the delay and advised of the measures being taken to put the equipment back in service.

Contractor will repair or replace worn parts with OEM or equivalent replacement parts.

Contractor must be able to supply emergency replacement parts within 24 hours, or sooner, if possible, if parts are not in stock.
Kimo Theatre Building – 423 Central N.W.

1. Annual rate for preventive maintenance for the Kimo Theater building as per specifications as per Specifications referenced in “Exhibit D-I” attached.
   
   Journeyman $______________/Quarter. X 8 Quarters = $____________________

2. Hourly rate for services not covered in preventative maintenance specification requirements (Item 1) for services (as may be required by the City), to be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday thru Friday.
   
   Journeyman $______________/HR. x 150 Hours = $____________________

3. Hourly rate for services not covered in preventative maintenance specification requirements (Item 1) for services (as may be required by the City), to be performed during all hours not covered in Item 2 listed above.
   
   Journeyman $______________/HR. x 150 Hours = $____________________

4. Percentage of parts cost. Parts cost shall be stated in the A.R.H. price directory – trade price. Percentage shall be applicable to all items. State price as a % of list price. For Example: A 20% discount from list price results in 80% as the united price entered in the unit price column. Sample computation: $1,000.00 (Quantity) x 80% (Unit Price) = $800.00 (Total Price).
   
   Percentage parts cost___________% X $1,000.00 = $____________________

Group Total Price (Items 1-4) $__________________
E. Seven HVAC Units:

(4) Carrier: Model #’s 48 GL 08, 48 G 1036, 58 GP175-3
(2) McQuary: Model #’s RPS 060 BA, EPGH-048-125-IN
(1) Snyder/General: Model # R 201 ETHA

HEAT PUMP UNIT: Mitsubishi ductless heat pump with outdoor compressor unit, remote controller, redi-charged refrigerant system with the following capacities:

### INDOOR UNIT

**AC 1 THRU AC 4**

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<tr>
<th>SYMBOL</th>
<th>MODEL</th>
<th>CFM</th>
<th>VOLTAGE</th>
<th>COOLING BTUH</th>
<th>HEATING BTUH</th>
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### OUTDOOR UNIT

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<td>PUH18EK</td>
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<td>150</td>
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</tbody>
</table>

**NOTE:** All piping penetrations shall be as per roofing manufacturers recommendations:

FURNACE: Natural gas fired, A.G.A. approved and orificed for operation at 5500 ft. elevation. Unit shall be of the condensing type with 90% efficiency. Furnish with all limits and safeties, night set-back thermostat and filters. Unit shall be equipped with a direct vent sealed combustion system and dx cooling coil. Unit shall be as manufactured by carrier (model No. listed). Lennox or approved equal.

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<th>CFM</th>
<th>E.S.P.</th>
<th>INPUT</th>
<th>H.P.</th>
<th>VOLTAGE</th>
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<td>58MCA06016</td>
<td>1545</td>
<td>0.5&quot;</td>
<td>60,000</td>
<td>½</td>
<td>110v-1</td>
</tr>
</tbody>
</table>
CONDENSING UNIT: Air cooled, copper tube aluminum fin coil, vertical air discharge, rubber isolated compressor, weather protected compressor, totally enclosed fan motor, provide unit with liquid line sight glass, moisture indicator, and filter drier. Provide low ambient kit to operate to 0°F., head pressure control and time delay relay. Provide with starter. Bryant or approved equal models as follows:

CU-1

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>MODEL</th>
<th>TOTAL</th>
<th>SENSIBLE</th>
<th>AMBIENT</th>
<th>VOLTAGE</th>
<th>MCA</th>
</tr>
</thead>
<tbody>
<tr>
<td>CU-1</td>
<td>38CMC036</td>
<td>33,300</td>
<td>25,500</td>
<td>105F</td>
<td>208V.-</td>
<td>22.3</td>
</tr>
</tbody>
</table>

Carrier models are listed. Trane, or Lennox are acceptable.

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>MODEL</th>
<th>CFM</th>
<th>ESP</th>
<th>HEATING INPUT</th>
<th>TOTAL COOLING</th>
<th>SENSIBLE COOLING</th>
<th>VOLTAGE</th>
<th>HP</th>
<th>MCA</th>
<th>WT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC-1</td>
<td>48GS024</td>
<td>760</td>
<td>0.6&quot;</td>
<td>60,000</td>
<td>23,000</td>
<td>15,800</td>
<td>208/230v-1</td>
<td>0.125</td>
<td>18.8</td>
<td>350#</td>
</tr>
<tr>
<td>AC-2</td>
<td>48GS024</td>
<td>1025</td>
<td>0.6&quot;</td>
<td>60,000</td>
<td>23,000</td>
<td>17,400</td>
<td>208/230v-1</td>
<td>0.125</td>
<td>18.8</td>
<td>350#</td>
</tr>
<tr>
<td>AC-3</td>
<td>48HJ007</td>
<td>2600</td>
<td>0.6&quot;</td>
<td>150,000</td>
<td>76,000</td>
<td>41,800</td>
<td>460v-3</td>
<td>2.06</td>
<td>15.2</td>
<td>850#</td>
</tr>
<tr>
<td>AC-4</td>
<td>48HJ008</td>
<td>3000</td>
<td>0.6&quot;</td>
<td>150,000</td>
<td>83,800</td>
<td>54,250</td>
<td>460v-3</td>
<td>2.10</td>
<td>19.2</td>
<td>1150#</td>
</tr>
<tr>
<td>AC-5</td>
<td>48GS024</td>
<td>1025</td>
<td>0.3&quot;</td>
<td>40,000</td>
<td>23,700</td>
<td>17,400</td>
<td>208/230v-1</td>
<td>360#</td>
<td>18.8</td>
<td>350#</td>
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</table>

*RATING IN WATTS
PREVENTIVE MAINTENANCE SPECIFICATIONS

EXHIBIT 3 (HOUSING)

GROUP 3

NOTE: All units are to be checked on a monthly basis and the following items are to be addressed at the appropriate times during the cooling and heating seasons.

1. Check and change all air filters as necessary. Vendor to supply filters
2. Lubricate motors
3. Shutting off of cooling systems, pumping down, draining, refilling and starting up of equipment, as season require.
4. Test refrigerated A/C systems for leaks.
5. Check air cooled condenser, oil and grease its motor, fan bearings and clean the distributor heads and pump screen.
6. Start up hearing systems, check furnaces, controls and burners to assure satisfactory operation.
7. During heating season, at the time of regular inspections, boilers or heating units shall be checked, water level Maintained and controls checked as required.
8. Make such adjustments as may be necessary to keep the equipment in a satisfactory condition with respect to operating, cleanliness, and safety.
9. Check and adjust fan belts as needed.

ADDITIONAL REQUIREMENTS:

1. Necessary repairs will be performed only after prior written approval by a Housing Authority representative.
2. Provide hourly rate for work done outside the scope of monthly inspections and costing methods for parts purchased.
3. Material invoices shall be submitted before payment will be made if required by the Housing Authority in order to verify percentage of parts cost.
4. Response time to emergency calls will be within two hours.
5. Contractor shall be on 24-hour call and must be able to be reached by phone at any time.
6. Contractor must have been in business for a minimum of 5 years.
7. Contractor shall submit a monthly report of findings for each piece of equipment.
8. Bidder shall inspect all listed job sites and submit in writing any areas of concern.
9. HUD documents pertain only to Housing.
### Embudo Towers
8010 Constitution NE

#### WEST:

<table>
<thead>
<tr>
<th>System</th>
<th>Make</th>
<th>Model</th>
<th>Serial Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilers:</td>
<td>AJAX</td>
<td>WG-1050</td>
<td>74-28036, 74-28046</td>
</tr>
<tr>
<td>Hot Water Heaters:</td>
<td>AO Smith</td>
<td>BT197860</td>
<td>AA86-02308-830, MB88-011774-860, MB88-0116774-860</td>
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<tr>
<td>Chiller:</td>
<td>Carrier</td>
<td>30H5080-B600</td>
<td>K433379</td>
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<tr>
<td>Condensers:</td>
<td>Carrier</td>
<td>09DD028600 (Large)</td>
<td>C496080</td>
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<tr>
<td></td>
<td></td>
<td>09DD034600 (Small)</td>
<td>G49025, C496078</td>
</tr>
<tr>
<td>Pump:</td>
<td>Marathon</td>
<td>CM213TTDTDR7026EHW</td>
<td>727605</td>
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</table>

#### EAST:

<table>
<thead>
<tr>
<th>System</th>
<th>Make</th>
<th>Model</th>
<th>Serial Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilers:</td>
<td>AJAX</td>
<td>WG-1050</td>
<td>74-28042, 74-20841</td>
</tr>
<tr>
<td>Hot Water Heater</td>
<td>AO Smith</td>
<td>BT-197-860</td>
<td>MC880121912, ML880144987860, BTC199970, MA980710224-554</td>
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<tr>
<td>Chiller:</td>
<td>Carrier</td>
<td>30H5080</td>
<td>L403706</td>
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<tr>
<td>Condenser:</td>
<td>Carrier</td>
<td>09DD028600 (Large)</td>
<td>C496801</td>
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<tr>
<td></td>
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<td>09DD034600 (Small)</td>
<td>G49024, C496079</td>
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<tr>
<td>Pump:</td>
<td>Dayton</td>
<td>3N734</td>
<td>E369D93W041R159M</td>
</tr>
<tr>
<td>100 Trane Fan Coils</td>
<td></td>
<td>FON-297-AA-10</td>
<td></td>
</tr>
<tr>
<td>Common Areas:</td>
<td></td>
<td>50HJ-01200-A</td>
<td>10 ton natural gas combination unit</td>
</tr>
</tbody>
</table>
Site Inspection Locations  
RFB 2006-195-BH

<table>
<thead>
<tr>
<th>Group #1</th>
<th>Site Name</th>
<th>City Employee/Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Municipal Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>400 Marquette NW</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group #2</th>
<th>Site Name</th>
<th>City Employee/Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kimo Theatre</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>423 Central NW</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group #3</th>
<th>Site Name</th>
<th>City Employee/Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Housing Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1840 University SE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|          | Wainwright |                     |      |
|          | 5601 Gibson SE |                     |      |

|          | Embudo Towers |                     |      |
|          | 8010 Constitution NE |               |      |

|          | 320 Roma NE |                     |      |
|          | 415 Fruit NE |                     |      |

Site visit forms must be completed and returned with bid response in order for bid to be considered responsive. Sites must be visited and forms signed verifying visit for all facilities that vendor will bid on.
1. A Highly Recommended Pre-Bid Conference will be held at One Civic Plaza, City/County Government Building, 7th Floor, Room 7096 on June 19, 2006 at 10:00 a.m.

2. Site Inspections will be mandatory.

   2.1 Site visits will be mandatory for any Group in which you are interested in bidding. Failure to comply with site inspections will cause your submitted bid to be considered non-responsive.

   2.2 You are requested to submit a certificate of attendance with your bid for each Group in which you are Interested in bidding.

3. Work referenced in this RFB, Groups 1 & 2 are subject to current NM Wage Rates. The City has requested a wage decision from the NM Construction Industries.

4. HUD documents apply to Group 3 only.

5. All contractors submitting offers must have the appropriate State of NM Contractor’s License(s) which are Required for this type of work.

   Indicate your NM Contractor’s License Numbers(s) below:
   
   NM#:___________________________________
   NM#:___________________________________
   NM#:___________________________________
   NM#:___________________________________

6. Previous work references may be required of the offerors during the bid evaluation.

7. An Insurance Certificate will be required of the awarded contractor prior to the issuance of any contract as a result of this RFB.

8. Enter your Federal Tax ID Number in the space provided below:

   EIN#:______________________

9. The period for any contract issued as a result of this RFB will be for twenty-four month period with an option to Extend for three (3) additional twelve (12) month periods or any part of a twelve (12) month period by mutual agreement between the selected contractor(s) and the City.

10. The City will entertain requests for a price increase at the end of each twelve (12) month period of the contract period. The increase will be no greater than the rate of inflation based on the consumer price index (CPI-US) U.S. City average, as published by the U.S. Department of labor, Bureau of Labor and Statistics and in no case will be more than five (5%) increase for any twelve (12) month period. All requests for price increases must be forwarded to the City in writing at least sixty (60) calendar days prior to the requested date of increase to become effective. The request must be accompanied by complete documentation to justify the price increase.
Certificate of Pre-Bid Conference Attendance for RFB 2006-195-BH

This certificate pertains to RFB 2006-195-BH and must be completed by all vendors making offers in response to this solicitation.

Statement by Vendor

I hereby certify that I have attended a highly recommended pre-bid conference related to the requirements contained within this RFB. The conference was held at One Civic Plaza, City/County Government Building, 7th Floor, CIP Conference Room, #7096, on June 19, 2006 at 10:00 a.m.

Vendor Verification by City Employee

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Failure to return this form, completed and signed, with your bid may cause your bid to be considered non-responsive.
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.

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 - 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 AN ADDITIONAL TWELVE (12) MONTH PERIOD OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-195-BH

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.

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.
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.
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-195-BH

LAWS AND REGULATIONS:
THE OFFEROR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO THIS WORK. THE OFFEROR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES NECESSARY TO EXECUTE AND COMPLETE THE WORK. ALL REQUIRED LICENSES MUST BE IN FORCE AT THE TIME OF SUBMISSION OF AN OFFER AND REMAIN IN FORCE DURING THE ENTIRE PERIOD OF ANY CONTRACT RESULTING FROM THIS REQUEST. FAILURE TO PROVIDE PROOF OF REQUIRED LICENSES IN FORCE WILL RESULT IN THE OFFER BEING JUDGED NON-

LOCAL AREA MAINTENANCE:
NO OFFER WILL BE CONSIDERED UNLESS ADEQUATE MAINTENANCE IS AVAILABLE IN BERNALILLO COUNTY. OFFERORS SHALL INDICATE THE NEAREST SUPPLIER OF PARTS AND SERVICE. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE OFFER. THE CITY RESERVES THE RIGHT TO CONDUCT ON-SITE INSPECTIONS OR REQUEST INVENTORY PARTS LISTS TO DETERMINE THE ADEQUACY OF LOCAL AREA MAINTENANCE. THE CITY WILL BE THE SOLE JUDGE OF THE ADEQUACY OF THE OFFEROR TO PROVIDE LOCAL AREA MAINTENANCE.

MATERIALS AND WORKMANSHIP:
ALL MATERIALS FURNISHED BY THE OFFEROR SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
PRICE ESCALATION:

THIS OFFER MAY BE CONSIDERED FOR ESCALATION UNDER THE FOLLOWING CONDITIONS:
A. OFFERED PRICES MUST BE FIRM FOR A LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.
B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE OFFEROR'S SUPPLIER SHOWING THE PRICE INCREASE TO THE OFFEROR.
C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE OFFEROR, SHALL BE SUBJECT TO AUDITING BY THE CITY AND FURNISHED WITHOUT DELAY UPON REQUEST.
D. THE CITY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS REQUEST AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.
E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE CITY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.
F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE CITY.
G. THE OFFEROR SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.
H. THE OFFEROR SHALL PROVIDE TO THE CITY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES WHICH BECOME EFFECTIVE UPON WRITTEN ACCEPTANCE BY THE CITY PURCHASING OFFICE.
I. IF THE OFFEROR RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE CITY THROUGH A CONTRACT RESULTING FROM THIS REQUEST, THE OFFEROR IS RESPONSIBLE FOR NOTIFYING THE CITY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE CITY IMMEDIATELY.

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.
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.