

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-011-DG
TITLE: JANITORIAL SERVICES - CITYWIDE
OPENING DATE: JANUARY 18, 2006 (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, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM JANUARY 18, 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

PAGE 2
GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2006-011-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 PREFERENCE.

PAGE 3
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-011-DG
OPENING DATE: JANUARY 18,2006

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

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
VARIOUS CONTACTS
LOCATIONS THROUGHOUT CITY
ALBUQUERQUE, NM

REQUISITION 122951

BID BOND AMOUNT: \$0.00
BID BOND PERCENT: 5%

PERFORM BOND AMOUNT: \$0.00
PERFORM BOND 25%

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.

PAGE 4
PRICING DETAIL FORM
REQUEST NUMBER: RFB2006-011-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: JANITORIAL SERVICES FOR CITY BUILDINGS.

OUTLINE OF REQUEST FOR BID:

1. THERE ARE 67 BUILDINGS GROUPED INTO 9 GROUPS. A BIDDER MAY BID ON 1 OR MORE GROUPS. AWARD WILL BE BY GROUP. THERE WILL BE NO "CHERRY PICKING" OF BUILDINGS.

2. THE AWARD SHALL BE BASED ON THE RESPONSIVE, RESPONSIBLE AND QUALIFIED BIDDER WHO OFFERS THE LOWEST PRICE.

3. A PERFORMANCE BOND SHALL BE REQUIRED PRIOR TO AWARD AND A BID BOND SHALL BE REQUIRED WITH THE BID. THE PERFORMANCE BOND SHALL BE FOR A PERCENTAGE OF THE ANNUAL DOLLAR AMOUNT OF THE GROUPS OF BUILDINGS AWARDED.

1. READ THROUGH BID CAREFULLY.
2. REVIEW WORK REQUIREMENTS AND SPECIFICATIONS AND CALL BUILDING MANAGERS TO ARRANGE FOR BUILDING INSPECTIONS.
3. HAVE CITY REPRESENTATIVE SIGN THE SITE INSPECTION FORMS.
4. BID A "PER SQUARE FOOT" PRICE FOR EACH BUILDING. STATE THE SF PRICE, ESTIMATED PERSON HOURS TO CLEAN AND TOTALS ON PRICING DETAIL FORMS.
5. TRANSFER GROUP TOTALS TO PAGE 4 OF BID.

6. OBTAIN BID BOND, PROVIDE CERTIFICATE OF INSURANCE OR STATEMENT TO OBTAIN INSURANCE UPON AWARD, PROOF OF AT LEAST 3 YEARS IN BUSINESS, TRAINING MATERIALS AND ANY OTHER REQUIREMENTS TO SUBMIT WITH BID FIGURES.

1	1	1.00 EA	GROUP 1 BUILDINGS TOTAL	_____	_____
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GROUP TOTAL PRICE =====

2	2	1.00 EA	GROUP 2 BUILDINGS TOTAL	_____	_____
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GROUP TOTAL PRICE =====

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 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-011-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	3	1.00 EA	GROUP 3 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
4	4	1.00 EA	GROUP 4 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
5	5	1.00 EA	GROUP 5 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
6	6	1.00 EA	GROUP 6 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
7	7	1.00 EA	GROUP 7 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
8	8	1.00 EA	GROUP 8 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					
9	9	1.00 EA	GROUP 9 BUILDINGS TOTAL	_____	_____
GROUP TOTAL PRICE =====					

PRE-BID MEETING IS MANDATORY. IT IS SCHEDULED FOR JANUARY 10, 2006, 10:00 AM.
CITY/COUNTY GOVERNMENT CENTER RM. 7096

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

PRICING PAGE

PLEASE QUOTE THE PRICE PER SQUARE FOOT. TAKE ALL SPECIFICATIONS INTO CONSIDERATION INCLUDING ADDITIONAL SPECIFICATIONS.

1. MULTIPLY SQUARE FOOTAGE AREA BY PER SQUARE FOOT PRICE AND WRITE TOTAL IN "TOTAL PRICE" COLUMN. THIS WILL BE THE MONTHLY PRICE FOR THAT BUILDING.
2. WRITE PER SQUARE FOOT PRICE IN "UNIT PRICE" COLUMN.
3. SEE GROUP NUMBERS ON LEFT. THERE ARE SOME GROUPS WITH ONLY ONE BUILDING AND SOME WITH SEVERAL BUILDINGS.
4. MULTIPLY THE "TOTAL PRICE" OF EACH BUILDING BY 12 FOR A YEARLY PRICE ON EACH BUILDING. ADD UP THE YEARLY PRICES IN THE GROUP AND STATE THE TOTAL OF THE ANNUAL PRICES FOR ALL BUILDINGS IN THAT GROUP ON THE LINE PROVIDED.
5. TRANSFER THE GROUP TOTALS FOR THE GROUPS YOU ARE BIDDING ON TO PAGE 4 - PRICING DETAIL PAGE. FAILURE TO DO THIS MAY RESULT IN YOUR BID BEING DEEMED UNRESPONSIVE.

GROUP NO.	ITEM NO.	QTY.	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE	YEARLY PRICE
1	1.	87,400 SF	BLDG. #1	_____	_____	_____
						MONTHLY PRICE X 12 _____
						ESTIMATED PERSON HOURS PER DAY WILL IT TAKE TO CLEAN FACILITY: _____
			MUNICIPAL BUILDING			
			5TH & MARQUETTE NW			
			HOURS: OPEN 6 AM TO 6 PM			
			SERVICE REQUESTED: 5 DAYS/WK M-F NEED A WORKING SUPERVISOR AS PART OF CREW. 1 FT DAY PORTER, + AFTERHOURS WORKING CREW.			
			AREA: 87,400 SF; TYPE OF FACILITY: OFFICES, PUBLIC AREAS, MEDICAL AREA. WORK AREAS.			
			SECURITY: GENERAL SECURITY; SECURED AREAS			
			MAY NEED BACKGROUND CHECKS			
			RESTROOMS: 14; STAIRS; 16, TILE; ELEVATORS: 2			
			CONTACT: DEBORAH ALDERATE 768-2690 / ED PADILLA 768-2693			
			<u>GROUP TOTAL FOR GROUP #1</u> _____			
2	2.	134,390 SF	BLDG. #2	_____	_____	_____
						MONTHLY PRICE X 12 _____
						ESTIMATED PERSON HOURS PER DAY WILL IT TAKE TO CLEAN FACILITY: _____
			APD/LEC BUILDING			
			401 MARQUETTE NW			
			SERVICE REQUESTED: 5 DAYS/WK M-F DAYTIME HRS ONLY. WORKING SUPERVISOR AS PART OF CREW REQUIRED			
			AREA: 134,390 SF TYPE: POLICE FACILITY, OFFICES			

BASEMENT AND 5 FLOORS, OFFICES, SHOWERS AND EXERCISE ROOM.
SECURITY: STRICT SECURITY BACKGROUND CHECKS REQUIRED.
RESTROOMS, STAIRS AND ELEVATORS.

CONTACT: JJ JARAMILLO 768-2278

2 3 **35,110 SF BLDG. #3** _____

ESTIMATED PERSON HOURS PER DAY WILL IT TAKE TO CLEAN FACILITY: _____

MONTHLY PRICE X 12 _____

**MAIN LIBRARY
501 COPPER NW**

HOURS: 6 DAYS/WK M-S ; CLOSES AT 6PM; T&W 7:00 ; CLEANING
AFTER CLOSING
SRV REQUESTED; GENERAL CLEANING + LIBRARY REQUIREMENTS
TYPE OF FACILITY: LIBRARY, PUBLIC USE, OFFICES WORK AREAS.
SECURITY : SECURED AREAS. MAY NEED BACKGROUND CHECKS.
RESTROOMS : 4
STAIRS : 2-3 LEVELS DETAILED CLEANING 786 SF

CONTRACT: ROSS GURULE 768-5175

2 4 **22,442 SF BLDG # 4** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**SPECIAL COLLECTIONS LIBRARY
423 CENTRAL NE**

HOURS: CLOSE AT 6:00 PM
SERVICE REQUESTED: M,W,TH & F
TYPE OF FACILITY: PUBLIC LIBRARY, OFFICES, WORK AREAS
SECURITY: SECURED AREAS MAY NEED BACKGROUND CHECKS

CONTACT: ROSS GURULE 768-5175

GROUP TOTAL FOR GROUP #2 _____

3 5 **59,500 SF BLDG #5** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**PLAZA DEL SOL
600 2ND ST. NW**

HOURS: 6AM TO 6 PM
SERVICE REQUESTED: 5 DAYS/WK M-F, AM -PM DAY PORTER REQUIRED.

AREA: 89,500 SF
TYPE OF FACILITY: OFFICES, PUBLIC USE AND WORK AREAS
SECURITY: NO SPECIAL REQ. AT THIS TIME
RESTROOMS: 16
STAIRS/ELEVATORS: YES

CONTACT: ED PADILLA 768-2693 DEBORAH ALDERATE 768-2690

3 6 20,000 SF BLDG #6 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**KIMO THEATRE
423 CENTRAL AVE NW**

HOURS: 8 AM TO MIDNIGHT
SERVICE REQUESTED: SPECIAL REQUIREMENTS, (SEE ATTACHED) 5
DAYS/WE ON VARIOUS DAYS AND TIME MON – SUNDAY
SOMETIMES REQ. AT NIGHT AND WEEKENDS. VARIES WITH
NEEDS.

AREA: 20,000SF
SECURITY: SOME SECURED AREAS
RESTROOMS: 11 TOTAL
STAIRS: SEVERAL STAIRWAYS
SHOWERS: 3, LIGHT USE

CONTRACTOR MUST BE FLEXIBLE AS TO TIMES THAT KIMO IS CLEANED.
CLEANING NEEDED BETWEEN PERFORMANCES. JANITORS SHOULD BE AVAILABLE
AT ANY TIMES THAT CLEANING IS NEEDED

CONTACT: DENNIS POTTER 768-3578

3 7. 4800 SF BLDG. #7 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**LA AMISTAD MEAL SITE
415 FRUIT NE**

HOURS:
SRV. REQUESTED: DAILY CLEANING AFTER LUNCH MEAL
AREA: 4800 SF
TYPE OF FACILITY: PUBLIC USEWORK AREA
SECURITY: NO SPECIAL REQUIREMENTS
RESTROOMS:

CONTACT: ANNETTE CAINE 764-1621

3 8. 1200 SF BLDG. #8 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**FLEET MAINT. SMALL SHOP
1717 6TH ST. NW**

HOURS: 6 AM TO 10:30 PM
SRV. REQUESTED GENERAL CLEANING M-W-F DURING WORK HOURS
AREA: 6000 SF
TYPE OF FACILITY: WORK AREA
SECURITY: SECURED AREAS
BATHROOMS: 2

CONTACT: DARRELL MAJORS 764-1532

3 12. 3000 SF BLDG. #12 _____

MONTHLY PRICE X 12 _____

**OLD TOWN SUBSTATION
2060 CENTRAL SW**

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

HOURS: M-TH 8-3 T-TH CLEANING DURING DAYTIME
SRV REQUESTED: GENERAL CLEANING. POLICE SUBSTATION REQUIREMENTS
AREA: 3000 SF
TYPE OF FACILITY: POLICE SUBSTATION, OFFICES, COMMUNITY ROOM.
SECURITY: BACKGROUND CHECK REQ.

CONTACT: JJ JARAMILLO 768-2278

GROUP TOTAL FOR GROUP # 3 _____

4 13. 24,447 SF BLDG. #13 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**PUBLIC SAFETY COMMAND CENTER
11510 SUNSET GARDENS SW**

HOURS: 7:00 AM TO 6:00 PM
SRV REQUESTED: GENERAL CLEANING. 5 DAYS/ WK M-F; CLEANING DURING WORK HOURS.
AREA: 24,447 SF
TYPE OF FACILITY: OFFICES, CLASSROOMS, PUBLIC USE
SECURITY: GENERAL
RESTROOMS:

CONTACT: KATHY ESQUIVEL 833-6980 / NATHANIEL MUSIK 934-3064

4 14. 12,220 SF BLDG. #14 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**ABQ. FIRE ACADEMY
11500 SUNSET GARDENS ROAD SW**

* NOTE: SERVICE FOR FIRE ACADEMY WILL BE INTERMITTENT. WHEN FIRE ACADEMY IS IN SESSION, CADETS WILL DO CLEANING AND THERE WILL BE NO NEED FOR JANITORIAL SERVICE.

HOURS: 7:00 AM TO 5:30 PM
SRV REQUESTED: GENERAL CLEANING 5 DAYS/WK M-F
CLEANING DURING WORK HOURS
AREA: 12,200 SF
TYPE OF FACILITY: OFFICES, CLASSROOMS, PUBLIC USE
SECURITY: GENERAL
RESTROOMS/SHOWERS : 3 ; 1 LIGHT USE, 2 HEAVY USE

CONTACT: KATHY ESQUIBEL 833-6980

4 15. 7560 SF BLDG. #15 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**WESTSIDE TECHNICAL SRVS. BLDG.
11850 SUNSET GARDENS SW**

HOURS: 8:00 AM TO 5:00 PM
SRV. REQUESTED: GENERAL CLEANING M-W-F MORNING. MUST BE CLEANED
DURING DAY.
AREA: 7560 SF
TYPE OF FACILITY: OFFICES, WORK AREA.
SECURITY: GENERAL SECURITY
RESTROOMS: 4
SHOWERS: 2 LIGHT USE

CONTACT: FABIAN MACIAS 250-3433

4 16. 5500 SF BLDG. #16 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**WESTSIDE ANIMAL SERVICES
11800 SUNSET GARDENS SW**

HOURS: 9:30 TO 6:00 PM
SRV REQUESTED: GENERAL CLEANING ; T-SUN 5:00 AM TO 9:00 AM; 6 dys/wk
AREA: 5500 SF
TYPE OF FACILITY: OFFICES, PUBLIC LOCKER AREA SECURED AREAS
RESTROOMS: 5
SHOWERS: 4 LIGHT USE

CONTACT: ERNIE ALEXANDER 764-1140

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**LOS VOLCANES POLICE SUBSTATION
5501 PINO ROAD NE**

HOURS: 8:00AM TO 5:00 PM
DURING WORK HOURS.
AREA: 8437 SF
TYPE OF FACILITY: PUBLIC USE
SECURITY: BKGROUND CHECKS
RESTROOMS:
STAIRS:

CONTACT: JJ JARAMILLO 768-2278

GROUP TOTAL FOR GROUP #4 _____

5. 21. 6884 SF BLDG. #21 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

MONTHLY PRICE X 12 _____

**PARK CONSTRUCTION
7701 SAN PEDRO NE PINO YARDS BLDG. A**

HOURS: 8:00 AM TO 5:00 PM
SRV. REQUESTED: GENERAL CLEANING M-F; BLDG. LOCKED 3:30 PM
CLEAN AFTER WORK HOURS.

AREA: 6884 SF
TYPE OF FACILITY: OFFICES
SECURITY: SECURED AREAS NOT INCLUDED IN SF
RESTROOMS: 2
SHOWERS: 2 LIGHT USE.

CONTACT: RICHARD LOFSTRUM 857-8662

5 22. 6441 SF BLDG. #22 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**FLEET MAINTENANCE / BLDG H
5501 PINO ROAD NE**

HOURS: 8:00 AM TO 5:00 PM
SRV REQUESTED: GENERAL CLEANING M-W-F. CLEAN DURING MORNING.

TYPE OF FACILITY: OFFICES.
SECURITY: SECURED AREAS NOT INCLUDED IN F.
RESTROOMS. 2
SHOWERS 2, LIGHT USE

CONTACT JANIE ROMERO 857-8082

- 5 23. **1974 SF BLDG. # 23** _____ _____
- MONTHLY PRICE X 12 _____
- ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____
- CITY WAREHOUSE**
5501 PINO NE BLDG. – G
- HOURS: 6:00AM TO 4:00 PM
SRV. REQUESTED: GENERAL CLEANING 2 TIMES PER WEEK.
MUST BE DONE DURING DAY.
- AREA: 1974 SF
TYPE OF FACILITY: OFFICES, WAREHOUSE , WORK AREA
SECURITY: SECURED AREAS.
RESTROOMS: 1
- CONTACT: LINDA ROCKWELL 857-8282**
- 5 24. **8326 SF BLDG. # 24** _____ _____
- MONTHLY PRICE X 12 _____
- ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____
- TRAFFIC ENGINEERING DIVISION**
5501 PINO AVE NE BLDG B & F
- HOURS: 7:00 AM TO 5:00PM
SRV. REQUESTED: GENERAL CLEANING 5 DAYS/WEEK IN EVENING.
AREA: 8346 SF
TYPE OF FACILITY: OFFICES
SECURITY: GENERAL
RESTROOMS: 6 IN BOTH BLDGS.
SHOWERS: 3 LIGHT USE
- CONTACT: LORI CASIAS 857-8680**
- 5 25. **4000 SF BLDG. 25** _____ _____
- MONTHLY PRICE X 12 _____
- ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____
- STREET MAINTENANCE**
PINO YARDS BLDG. BLDG . F
- HOURS: 6:30 AM - 5:00 PM
SRV. REQUESTED: GENERAL CLEANING
AREA: 4000 SF
TYPE OF FACILITY: OFFICES, WORK AREA
RESTROOMS: 6
SHOWERS: 2 LIGHT USE
SECURITY: GENERAL
- CONTACT: PAUL BACA**

SECURITY: GENERAL

CONTACT: RAE JEAN CHAVEZ 872-1493

6. 32. 14,795 SF BLDG. #32 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

ERNA FERGUSON LIBRARY
3700 SAN MATEO NE

HOURS: 7:30 AM TO 5:00 PM
 AREA: 14,795 SF
 SRV REQUESTED: GENERAL CLEANING PLUS LIBRARY REQ. M-SAT
 TYPE OF FACILITY: LIBRARY, OFFICES, WORK AREAS
 SECURITY: BACKGROUND CHECKS MAY BE REQUIRED.

RESTROOMS: 5

CONTACT: ROSS GURULE 768-5175

6. 33. 16214 SF BLDG. #33 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

WYOMING LIBRARY
8205 APACHE NE

HOURS: 10:00 AM TO 8:00 PM
 SRV. REQUESTED: GENERAL CLEANING, M-F, CLEANING AFTERHOURS
 AREAS: 16214 SF
 TYPE OF FACILITY: LIBRARY, OFFICES, WORK AREA, PUBLIC
 SECURITY: GENERAL
 RESTROOMS: 5

CONTRACT: ROSS GURULE 768-5175 OR 202-9670

6. 34. 15209 SF BLDG. 34 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

CHERRY HILLS LIBRARY
6901 BARSTOW NE

HOURS: 10:00AM TO 8 PM
 SRV. REQUESTED: GENERAL CLEANING, S-W AND F
 AREA: 15209
 TYPE OF FACILITY: LIBRARY, OFFICES, WORK AREAS, PUBLIC ACCESS
 SECURITY: GENERAL . MAY NEED BKGROUND CHECKS
 RESTROOMS: 4

CONTRACT: ROSS GURULE 768-5175 OR 202-9670

6 35. 12,860 SF **BLDG. 35** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**LOMAS TRAMWAY LIBRARY
908 EASTRIDGE NE**

HOURS: 10 AM TO 8 PM
 SRV REQUESTED: GENERAL CLEANING; LIBRARY REQ. M-W-F
 3 DAYS/WK
 AREA: 12,860 SF
 TYPE OF FACILITY: LIBRARY, PUBLIC USE, OFFICES, WORK AREA
 SECURITY: GENERAL; BKGROUND CHECKS MAY BE REQUIRED
 RESTROOMS: 5

CONTACT: ROSS GURULE 768-5175

6 36. 13000 **BLDG. 36** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSONHOURS PER DAY TO CLEAN FACILITY: _____

**TRAMWAY POLICE SUBSTATION
12700 MONTGOMERY NE 87112**

HOURS: OPEN 7AM – 11AM AND 1-3:30
 SRV REQUESTED: M-W-F CLEAN DURING WORK HOURS
 TYPE OF FACILITY: POLICE SUBSTATION
 SECURITY: GENERAL
 RESTROOMS:

CONTACT: JJ JARAMILLO 768-2278

6 37. 14,000 SF **BLDG. 37** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**EAST MOUNTAIN LIBRARY
HIWAY 333, TIJERAS NM**

HOURS: 10:00 AM TO 7:00 PM
 SRV REQUESTED: GENERAL CLEANING.
 MWF
 AREA: 14,000 SF
 TYPE OF FACILITY: OFFICES, PUBLIC USE

CONTACT: ROSS GURULE 768-5175 OR 203-9670

6 38 6274 SF **BLDG. 38** _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**NE POLICE SUBSTATION
8201 OSUNA**

HOURS: 8:00 AM TO 5:00 PM M-F
SRV. REQUESTED: GENERAL AND SUBSTATION REQUIREMENTS. CLEAN DURING
WORK HOURS.
AREA: 6274 SF

CONTACT: JJ JARAMILLO 768-2278

6 39 14824 SF BLDG #39 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**APD FOOTHILLS SUBSTATION
12800 LOMAS NE**

HOURS: 8:00 AM TO 5:00 PM
SRV REQUESTED: GENERAL AND SUBSTATION CLEANNG. CLEANING DURING
DAYTIME HOURS.

AREA: 14,824 SF
TYPE OF FACILITY: POLICE SUBSTATION: PUBLIC ACCESS, OFFICES
SRV REQUESTED: GENERAL AND SUBSTATION REQUIREMENTS
SECURITY: BACKGROUND CHECK REQUIRED

CONTACT: JJ JARAMILLO 768-2278

TOTAL PRICE FOR GROUP # 6 \$ _____

7 40 14,000 SF BLDG. # 40 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**NORTH VALLEY LIBRARY
7704 2ND ST. NW**

HOURS: 10:00 AM TO 7:00 PM
SRV REQUESTED: GENERAL CLEANING AND LIBRARY REQUIREMENTS
AREA: 14,000 SF
TYPE OF FACILITY: LIBRARY, OFFICES, PUBLIC ACCESS, WORK AREAS.
SECURITY: GENERAL, BKGROUND CHECKS MAY BE REQUIRED.
RESTROOMS: 5

CONTACT: ROSS GURULE 768-5175

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**METROPOLITAN FORENSICS CENTER
5350 2ND ST**

HOURS:
SRV REQUESTED: 1 DAY PORTER. GENERAL AND POLICE REQUIREMENTS M-F SERVICE DURING THE DAY ONLY.
TYPE OF FACILITY: SECURED FACILITY, OFFICES, LABS, WORK AREAS.
SECURITY: STRICT SECURITY. SECURED AREAS, BACKGROUND CHECK REQUIRED. WANT LONG TERM WORKER.

CONTACT: RAY MONTANO 823-4200

7 45 1400 SF BLDG #45 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**LOS GRIEGOS LIBRARY
1000 GRIEGOS NW**

HOURS: 10:00 AM TO 7:00 PM
SRV. REQUESTED: GENERAL CLEANING AND LIBRARY REQUIREMENTS. T-SATURDAY 5 DAYS/WEEK
AREA: 14,000 SF
TYPE OF FACILITY: LIBRARY, OFFICES, PUBLIC AREAS, WORK AREAS
SECURITY: GENERAL. BKGROUND CHECKS MAY BE REQUIRED.
RESTROOMS: 5

CONTACT: ROSS GURULE 768-5175

7 46 551 SF BLDG # 46 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**STREET MAINTENANCE SATELLITE 2
1820 COMMERCIAL NE**

HOURS: 6:30AM TO 2:30PM
SRV. REQUESTED: GENERAL CLEANING, MAIN BLDG., AND 1 OUTSIDE OFFICE.
AREA: 551 SF SERVICE
SECURITY: GENERAL
RESTROOMS: 1 AND 1 SHOWER

CONTACT: LLOYD MOYA 848-1318 OR IF NO ANSWER, PAUL BACA 857-8034

7 47 5259 SF BLDG. #47 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSONHOURS PER DAY TO CLEAN FACILITY: _____

**VEHICLE POLLUTION DIVISION
1500 BROADWAY NE**

HOURS: 7:30AM TO 5:00 PM
SRV REQUESTED: 5 DAY/WK, GENERAL REQ. AFTER HOURS
AREA: 5259 SF
SECURITY: GENERAL
RESTROOMS: 4

CONTACT: GINA ORTEGA 764-1110

7 48 5576 SF BLDG. 48 _____
MONTHLY PRICE X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**APD SEIZURE LOT
5048 EDITH NE**

HOURS:
SRV. REQUESTED: GENERAL CLEANING
TYPE OF FACILITY: OFFICES
SECURITY: GENERAL
AREA: 5476 SF

CONTACT: JJ JARAMILLO 768-2278

7 49 1873 SF BLDG #49 _____
MONTHLY PRICE X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**APD COTTONWOOD SUBSTATION
COTTONWOOD MALL**

HOURS:
SRV REQUESTED: GENERAL CLEANING, POLICE REQUIREMENTS M-F
AREA: 1860 SF
TYPE OF FACILITY: GENERAL AND SUBSTATION REQUIREMENTS
OFFICES, PUBLIC ACCESS
SECURITY: BACKGROUND CHECK REQUIRED.

CONTACT: JJ JARAMILLO 768-2278

7 50 3780 SF BLDG 50 _____
MONTHLY PRICE X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

MUSEUM – CORRALES - CASA SAN YSIDRO

CORRALES RD & OLD CHURCH RD

HOURS: 8:00 AM TO 5:00 PM
SRV. REQUESTED: SPECIAL REQUIREMENTS, SPECIAL TRAINING REQUIRED.
LONG TERM JANITOR NEEDED.

CLEANING TO BE DONE 1 DAY/WK ON MON. OR THURS.
AREA: 3780 SF
TYPE OF FACILITY: HISTORIC HOME, MUSEUM

CONTACT: LINDA ARMENTA 243-7255

GROUP TOTAL FOR GROUP # 7

8 51 1800 SF BLDG #51 _____
MONTHLY X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**MONTESSA PARK LAB
3600 LOS PICAROS RD SE**

HOURS: 7:00 AM TO 4:00PM
SRV. REQUESTED GENERAL CLEANING. 1 DAY/WEEK DURING WORK HOURS
AREA: 1800 SF
TYPE OF FACILITY: OFFICES AND WORK AREAS
SECURITY: GENERAL, SECURED AREAS
RESTROOMS: 2
SHOWER: 1 LIGHT USE

CONTACT: MARK DIMENNA 873-6613

8 52 6000 SF BLDG #52 _____
MONTHLY PRICE X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**OPEN SPACE
3600 LOS PICAROS SE**

HOURS: 7:00 AM TO 4:00 PM
SRV REQUESTED: GENERAL CLEANING
AREA: 6000 SF
TYPE OF FACILITY: OFFICES
SECURITY: GENERAL

CONTACT: PAULA MONTOYA 452-5212

8 53 1275 SF BLDG #53 _____
MONTHLY PRICE X 12 _____
ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**RIO BRAVO SENIOR MEALSITE
3910 ISLETA BLVD SW**

HOURS: 8:00 AM TO 2:00 PM
 SRV REQUESTED: GENERAL CLEANING BLDG CLOSSES AT 3:00 PM
 AREA: 1275 SF
 TYPE OF FACILITY: MEALSITE
 SECURITY: GENERAL SECURITY

CONTACT: ANNETTE CAINE 873-0047

8 54 3800 SF BLDG# 54 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**PAJARITO SENIOR CENTER
6080 ISLETA BLVD SW**

HOURS: 9:00 AM TO 3:00 PM
 SRV REQUESTED: GENERAL CLEANING
 AREA: 3800 SF
 TYPE OF FACILITY: MEAL SITE
 SECURITY: GENERAL
 RESTROOMS: 2

CONTACT: ANNETTE CAINE 873-0047

8 55. 3000 SF BLDG# 55 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**ARMIJO SENIOR MEALSITE
1714 CENTRO FAMILIAR SW**

HOURS: 9:00 AM TO 3:00 PM 5 DAYS PER WEEK.
 SRV. REQUESTED. GENERAL CLEANING
 AREA: 3000 SF
 TYPE OF FACILITY: MEAL SITE
 RESTROOMS: 2

CONTACT: ANNETTE CAINE 873-0047

8 56. 14,000 SF BLDG# 56 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**SOUTH VALLEY LIBRARY
3904 ISLETA SW**

HOURS: 10:00 AM TO 7:00 PM

SRV REQUESTED: GENERAL CLEANING. 5 DAYS PER WEEK M-F ; ADDITIONAL REQUIREMENTS
AREA: 18,150 SF
TYPE OF FACILITY: OFFICES, PUBLIC ACCESS
SECURITY: GENERAL.
RESTROOMS: 4
SHOWERS: 2

CONTACT: JOE MONTOYA 239-7836

9 66 14,006 SF BLDG. # 66 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**WAINRIGHT MANOR
5601 GIBSON SE**

HOURS:
SRV. REQUESTED: GENERAL CLEANING, ADDITIONAL REQUIREMENTS 3 DYS/WK
AREA: 14,006 SF
TYPE OF FACILITY: APARTMENT BLDG. CLEAN COMMON AREAS ONLY.
SECURITY: GENERAL

CONTACT: JOE MONTOYA 239-7836

9. 67 16,238 SF BLDG. # 67 _____

MONTHLY PRICE X 12 _____

ESTIMATED PERSON HOURS PER DAY TO CLEAN FACILITY: _____

**EMBUDO TOWERS
8010 CONSTITUTION NE**

HOURS:
SRV. REQUESTED: GENERAL CLEANING, ADDITIONAL REQUIREMENTS 3 DYS/WK
AREA: 16,238 SF
TYPE OF FACILITY: APARTMENT BLDG. CLEAN COMMON AREAS ONLY.
SECURITY: GENERAL

CONTACT: JOE MONTOYA 239-7836

GROUP TOTAL FOR GROUP #9 _____

GRAND TOTAL FOR ALL GROUPS BEING BID. _____

GENERAL SPECIFICATIONS AND FREQUENCY SCHEDULES
FOR JANITORIAL TASKS

DAILY OR AT EACH SCHEDULED VISIT:

- Clean bathrooms according to the Specifications for the Cleaning of bathrooms.
- Empty, wipe ashtrays and urns. (Indoors)
- Spot clean all indoor glass, entry way glass and airlocks including door frames and handles.
- Actual glass doors to the outside or airlocks shall be completely cleaned daily.
- Spot clean walls, counters and furniture.
- Spot clean carpets.
- Clean & disinfect drinking fountains. Polish.
- Dust mop or sweep non-carpeted floors including corners.
- Wash non-carpeted floors including corners.
- Wet mop/scrub **kitchen area floors**. Appropriate cleaner with disinfectant is to be used.
- Kitchen areas: outside of appliances, cabinets and counters shall be dusted and cleaned with an appropriate cleanser. Kitchen counters shall be cleaned with a disinfectant solution. Sinks shall be scrubbed and cleaned if empty.
- Vacuum all mats and rugs.
- Vacuum traffic areas. (Typically halls and reception areas). Vacuum any offices that have visible debris on the floor, (spills, hole punch remains, papers etc.). Someone may put a sign on their door requesting that their office be vacuumed that day. This service shall be provided as part of the regular cleaning for the occasional cleanup or request. (Any facility that requests vacuuming of all offices daily or wants more extensive cleaning will have to request it either in the additional specifications section of this RFB or the rates will need to be recalculated for that facility.

TASKS TO BE PERFORMED WEEKLY:

- Dust horizontal surfaces.
- Dust vertical surfaces.
- Polish furniture with appropriate solution (excluding individual desks).
- Dust pictures, graphs, shelves, office equipment and storage units.
- Inspect for and remove cobwebs from roofs and walls, including vacant rooms.
- Dust cupboard doors, handles and tops of cupboard doors and top of cupboards.
- Spot clean cupboard doors.
- High Dust
- Dust ALL venetian blinds and mini blinds, shades, etc. with appropriate tool. Dust window shelves and window sills.
- Completely clean glass doors (both sides), indoor glass, entry way glass and airlocks. Door frames and door handles shall also be cleaned.
- Wash outside of waste baskets and wash inside if needed.

- Wet mop/wash floors. Clean corners. Spot clean baseboards and cove base. Move chairs and light furniture, to mop floor where chairs are and mop underneath tables/desk.
- Complete Vacuum, including corners and hard to reach areas. Move chairs and light furniture, vacuum floor where chairs are and vacuum underneath tables/desk.
- Vacuum individual offices and non-high traffic areas.
- Vacuum elevator tracks.
- Clean counters with appropriate solution.
- Sweep stairwell steps and landings.

TASKS TO BE PERFORMED MONTHLY:

- Mop/wash stairwell steps & landings. Clean corners. Wash banisters wipe anti-bacterial solution.

TASK TO BE PERFORMED QUARTERLY:

- Vacuum and clean air returns, grills & diffusers.

TASKS TO BE PERFORMED SEMI-ANNUALLY

- Top scrub, wax and buff all resilient tile.
- Clean/wash/buff specialty tile and brick floors and other special surface floors according to the best way of cleaning the particular surface..
- Wash baseboards and cove base.

SPECIFICATIONS FOR THE CLEANING OF BATHROOMS

Note: The City is requiring that BOTH, an appropriate cleaner be used for the actual cleaning task AND that a non-diluted solution that contains germicidal, disinfectant and anti-bacterial capabilities be used on all surfaces including the floor, during or after cleaning. Any reference below made to “disinfect”, “disinfectant”, “anti-bacterial” “wipe” or anything similar wording refers to this requirement.

DAILY:

- Sinks must be **scrubbed** and cleaned with an appropriate cleanser. Stains are to be removed.
- Faucets and chrome accessories are to be washed with an appropriate cleaning solution, dried with a dry cloth and polished. Any calcification or grime buildup should be removed.
- Counters are shall be completely washed, (NOT merely spot cleaned).
- Soap dispensers shall be cleaned on the outside and at the spout.
- Driers, dispensers, and trash containers shall be spot cleaned daily.
- Trash liners shall be changed daily.
- Mirrors shall be spot cleaned daily.
- Toilets and urinals shall be brush scrubbed and disinfected daily.
- Toilet seats, toilet flush handles, and toilet rim shall be cleaned with an appropriate cleaning solution.
- All outside areas of toilet bowl and base of toilet and urinals shall be wiped and cleaned with an appropriate cleaner.
- All walls shall be spot cleaned.
- Replenish all paper products, (seat liners, feminine products, paper towels, toilet paper), and bathroom soap.
- Floors shall be swept and completely mopped, **including area behind toilets** and the door with an appropriate floor cleaner.
- Remove any calcium and mineral deposits.
- Clean door handles/areas with appropriate cleaner. Spot clean doors.
- Any stains on stall walls or doors shall be spot cleaned. Areas around door locks shall be wiped with a disinfectant.
- Deodorize bathroom.

WEEKLY:

- All corners of the floors shall be cleaned as well as the cove base area.
- Completely clean driers, dispensers and receptacles with appropriate cleaner. Clean outside of trash cans.
- Stall walls and both sides of stall door shall be cleaned with disinfectant solution.

SHOWERS:

- To be cleaned weekly if they have been used unless department requests it more often.
- Shower stall walls/tile, door, floor and shower head and faucets shall be sprayed and wiped with an appropriate anti-bacterial, anti-germicidal disinfectant cleaning solution.
- Faucets and shower head shall be polished.

- Shower stalls and fixtures shall be kept free of calcium and mineral deposits and soap scum buildup.
- Shower floors and surrounding floor area shall be scrubbed and mopped weekly with an appropriate solution. Surfaces shall be free of all residue (streaks, smears, etc.).
- After cleaning, area shall be deodorized.

MONTHLY:

- **Machine scrub bathroom floors.**
- Descale toilets, urinals, sinks and showers. Remove scale, scum, mineral deposits and rust stains.
- SHOWERS: Scrub shower walls, doors, floor and fixtures.
- Dust/clean any ceiling fixtures, fans, lights

**ADDITIONAL SPECIFICATIONS
AFD/APD PUBLIC SAFETY COMMUNICATION CENTER
11500 SUNSET GARDENS SW**

NOTE: This building has many features that will need special cleaning and only certain types of cleaners can be used in many cases. Contractor is responsible for being aware of these special cleaning needs and for making sure that the janitors they assign to this facility are aware and trained for this special cleaning. Some of the special needs include, (care in cleaning slate floors, oil-based cleaner needed to clean stainless steel elevators and doors, special care in cleaning certain furniture surfaces). Use of certain cleaning agents may permanently damage some surfaces.

JANITORS ARE REQUIRED TO HAVE A BACKGROUND CHECK IN ORDER TO WORK AT THIS FACILITY.

- Janitors are required to have a background check in order to work at this facility.
- 2nd story to be cleaned 5 days per week.
- 1st floor, Rm. 106, APD Briefing Room to be cleaned 5 days per week, as well as the 1st floor bathrooms and lounge.
- The remaining 1st floor areas shall be cleaned 3 times per week.
- Janitor does not have to clean offices when doors are locked unless requested and someone is available to unlock the door.
- Do not disturb papers in offices.

DAILY OR PER VISIT:

- Showers shall be cleaned daily, (if used).
- Wipe all exercise equipment in gym with a disinfectant.
- Sweep exercise room including mats.
- Sweep non-carpeted floors including elevator.
- All sinks shall be cleaned daily.
- Clean/requested conference tables as requested.
- Spot clean upholstered chairs.
- Any glass dividers or glass inside the building shall be spot cleaned daily.

- Inside and outside of elevators shall be spot cleaned daily.

- Computers, electronic equipment and desks/counters where equipment is located shall be dusted with a feather duster. Do not move equipment itself or any electrical cords or any keys, levers or buttons on equipment. Dust should be directed to the floor to be vacuumed.

LOUNGE:

- If sink in lounge is empty, sink shall be scrubbed and cleaned.
- Tables in lounge shall be washed, Chairs shall be spot cleaned.
- Leather chairs shall be dusted. No cleaners shall be used on leather chairs.

APD BRIEFING Room 106:

- Spot clean chairs. Dust and spot clean tables, desks, counters.
- Dust mailboxes and sink counter. Spot clean.

WEEKLY:

- Completely vacuum all carpeted areas including offices. Corners and edges shall also be vacuumed. Chairs shall be moved to complete vacuuming under chairs, tables, etc.
- Stairwells shall be swept. Handrails washed and disinfected. Stairwell walls shall be spot cleaned.
- Wash and Clean outside of cupboards and appliances in Lounge.
- Complete cleaning of all interior glass.
- Scrub and clean non bathroom sinks. (Bathroom sinks are covered under "Bathroom Requirements).
- Completely wipe and clean counters and desks in Rm. 106.
- Mop slate floors with appropriate cleaning solution.

MONTHLY:

- Mop stairwell steps and landings.
- Completely clean stainless steel doors and inside and outside of elevators with appropriate cleaning solution.
- Damp mop gym floor with appropriate solution.

SEMI-ANNUALLY:

- Scrub, clean and treat floors according to manufacturer specifications.

**ADDITIONAL SPECIFICATIONS
ALL LIBRARIES**

TASKS TO BE PERFORMED EACH VISIT:

- Vacuum all carpets including public stairwells.
- Sweep and mop all non-carpeted floors and stairs.
- Sweep and mop or vacuum, (if carpeted) entry vestibule.
- Shake out and vacuum all floor mats.
- Spot clean walls. Remove graffiti.
- Arm and disarm alarms. Failure to do so may result in cancellation of the contract.
- Wipe hand railing and stair well railing with disinfectant solution.
- Clean glass doors, handles and frames with disinfectant solution.

WEEKLY TASKS:

- Dust all book shelves and books.
- Dust all service desk areas (not administrative office desks) with feather duster.
- Clean all counters with appropriate solution.
- Dust equipment and tables on which equipment is located. Dust, (with feather duster) copy machines, computers and other equipment taking care not to move cords or buttons on equipment.
- Wipe and polish tables.
- Dust chairs. Wipe and clean as needed.

MONTHLY TASKS:

- Vacuum upholstered chairs.
- Vacuum all carpet edges and corners once a month.

ADDITIONAL SPECIFICATIONS
POLICE FACILITIES

WORK IS TO BE PERFORMED DURING BUSINESS HOURS. (Check individual station for hours).

BACKGROUND CHECKS ARE REQUIRED FOR EMPLOYEES WORKING AT POLICE FACILITIES. THIS WILL BE PROVIDED BY AN APPROVED COMPANY AT THE CONTRACTOR'S EXPENSE.

These requirements are **IN ADDITION** to the General Specifications and the Specifications for Bathroom Cleaning.

DAILY:

Thoroughly vacuum all carpets. Traffic areas and inside offices. Spot clean daily.

Dust and wipe all furniture and counters. Individual desks may be dusted with feather . duster when requested. Spot Clean chairs.

Wash and spray all counters with an appropriate solution that will leave no streaks.

Clean protective glass in front of reception area.

Clean table and counters in lounge area with clean clothes and an anti-bacterial solution.

Clean shower stalls, (if they have been used) according to specifications set forth in Bathroom Requirements.

Tile and rubber floors shall be swept and wet mopped daily.

Clean glass doors completely including door frames and handles.

WEEKLY:

Rubber floors are to be buffed weekly.

Clean all blinds with appropriate tool and clean window shelves and window sills.

Corners of floors, both carpeted and non-carpeted shall be cleaned.

Airlock and entry way glass shall be completely cleaned up to 6 feet up.

QUARTERLY:

Wax and buff all tile floors.

Wash windows inside and outside.

**ADDITIONAL SPECIFICATIONS FOR
PWD/WASTEWATER UTILITY DIVISION
4201 SECOND ST., SW, ALBUQUERQUE, NM 87105**

The Division is composed of several distinct sections. Located in different areas. It is broken down into Area A and Area B. Two (2) Janitors are needed either (8) hours per day, five (5) days per week. A janitor would be assigned responsibilities in each of the areas.

AREA A (Est. 22,500 Sq. Ft):

Consists of Guard House (at Plant main entrance), Water Quality Lab, Plant Administration/Technical Services/Engineering Trailer, O & M/ control Room/Training Building. Cleaning specifications for each of these buildings follows:

1. Guard House (Est. 200 Sq. Ft): Sweep, dust, empty trash, clean & disinfect toilet & sink; fill paper & soap dispensers (as needed); clean refrigerator (as needed); mop restroom daily and rest of floor.
2. Water Quality lab (est. 7,500 Sq. Ft):
 - A. ADMINISTRATIVE AREAS: Vacuum as needed, dust, empty trash. In restrooms, clean countertops & sinks, clean & disinfect toilets, mop floors/ and fill paper & soap dispensers (as needed). In the lunchrooms sweep, mop floor (as needed); clean sink, and tabletops; fill paper & soap dispensers (as needed). In specialty lab areas, the following shall apply.
 - B. CHROMATOGRAPHY AREAS AND SAMPLE RECEIVING AREAS must be damp mopped with PLAIN WATER at least once per day. No soaps, aerosols or other types of chemical cleaners are to be used. Any specific floor cleaning with any type of cleanser must be coordinated in advance with the Chromatography Supervisor.
 - C. Trash in the VOC lab (a secured area) must be removed every day before 4:00 pm
 - D. The instrument areas in the lab are NOT to be dusted or swept without an analyst present.
 - E. The mechanical room is to be locked and the security light left on at all times.
 - F. The Pathogenic Microbiology Section has a security door with a combination lock. When the door is locked, lab staff will take care of janitorial duties as needed. However, if the door is left unlocked, the janitor may enter to wet mop (PLAIN WATER) floors and empty trash. DO NOT DUST.
 - G. The Automated Chemistry Area must be wet mopped with PLAIN WATER. DO NOT DUST.

3. Plant Administration/Technical Services/Engineering Trailer (Est. 3,300 Sq. Ft.): In office areas, empty trash, dust, and vacuum. In restrooms, mop, clean & disinfect toilets & sinks, clean mirrors (as needed). In lunch room, mop, clean sink, countertops and tabletops, Fill soap and paper dispensers in all areas (as needed).

4. O & M complex (est. 8,000 Sq. Ft): Empty trash, dust. Vacuum (control room/computer room). Mop tiled floors (as needed). Spray buff hallways once a week. Daily in lunch room. Clean countertops & sinks, wipe off tables & chairs; mop floors with disinfectant cleaner; clean microwaves. Daily: in restrooms, clean & disinfect toilets, showers, sinks; mop floors daily with disinfectant cleaner; refill soap & paper dispensers (as needed); clean mirrors (as needed). Mop any spills if necessary.

5. Training building (Est. 1500 sq Ft.) : Dust, vacuum, mop, empty trash in trainer's offices daily. Clean & disinfect toilets & sinks, mop floors; clean mirror (as needed). Daily in East training room (or as needed), mop floors, wipe off tables, dust, empty trash. Daily (or as needed) in the West auditorium, dust, mop or vacuum, empty trash.

AREA B (Est. 12,800 Sq. Ft.):

(Consists of Division Head quarters (DH), which houses the Division manager, Division Administration, Engineering, Pretreatment, and Line Maintenance)

Fleet Management has offices in the Vehicle Maintenance Bld just north of DH. The day porter cleans only the offices, restroom, and lunch room in that facility. Cleaning specifications for each of these buildings follows:

1. Division HQ (Est. 11,000 Sq. Ft.): In office areas, empty trash, dust bare surfaces, vacuum (as needed). Daily in all restrooms, clean and disinfect toilets, sinks and showers; clean mirrors (as needed); fill paper and soap dispensers (as needed); mop floors with disinfectant cleaner daily. In lunch room, clean sink and wipe off counters daily; wipe out microwave (as needed); clean out refrigerator weekly; mop floor (as needed); vacuum (as needed); spray out & clean waste can (as needed).
2. Fleet Maintenance Shop (Est. 1800 Sq. Ft.): In offices, empty trash, dust, sweep, mop floors (as needed). In restroom, clean and disinfect toilets, sinks and showers (if any) daily; mop daily (or as needed); refill soap, paper towel & toilet paper dispensers (as needed); clean mirrors (as needed). Daily in lunch break area, clean sink and countertops, wipe off table, sweep, mop floor.

PREPARATION OF BID:

1. **BID BOND** – All bidders submitting a bid that exceeds a \$55,000 annual amount , for all facilities bid shall furnish a bid bond. This bond shall be issued by a Surety authorized to conduct business in the State of New Mexico and must be in the amount of five percent (5%) of the total amount bid. CASH, LETTERS OF CREDIT, OR ANY OTHER ALTERNATIVE TO A BID BOND WILL BE REJECTED.
 - A bid bond is a guarantee that the bidder, if awarded the contract, will furnish the material/service bid. IF A BID BOND IS NOT SUBMITTED WITH THIS BID TO THE CITY CLERK’S OFFICE PRIOR TO BID OPEINING, THE BID SHALL BE REJECTED.
 - A BID BOND IS REQUIRED FOR ALL BIDS THAT EQUAL OR EXCEED \$55,000 FOR THE TOTAL ANNUAL AMOUNT ON ALL FACILITIES BID.
2. **PERFORMANCE BOND** - The successful contractor will be required to furnish a separate Surety Bond in the amount of Twenty-Five Percent (25%) of the total amount bid as security for the faithful performance of the contract. The Surety on such bond shall be duly authorized to conduct business in the State of New Mexico alternative to a Performance Bond will not be accepted. Performance Bonds shall be supplied no later than 14 days after request.
3. **FIDELITY BOND** - The contractor shall maintain a third party fidelity bond in an amount not less than. Five Thousand Dollars (\$5,000) and maintain said bond during the term of the Agreement. Proof of fidelity bond shall be provided to the City of Albuquerque prior to the award of a contract.
4. **INSURANCE:** The Contractor shall provide insurance according to the, “Insurance Requirements” located in the Supplemental Terms and Conditions page included in this Request for Bid, during the term of the contract resulting from this RFB. An insurance certificate issued by the contractor’s insurance company shall be submitted to the City of Albuquerque Purchasing Division upon request and prior to award of contract. The City of Albuquerque shall be listed as “Additional Insured”. It is the contractor’s responsibility to send updated insurance certificates to the City of Albuquerque Purchasing Office during the life of the contract.
 - **INCREASE LIMITS** –During term of the contract, the City may require that the Contractor to increase the maximum limits of any insurance required herein.
 - **APPROVAL OF INSURANCE** – The Contractor shall not begin any work under the contract until the required insurance and bonds have been obtained and proper certificates (or policies) filed with the City. Contractor has the full responsibility to maintain the required insurance and bonds in full force and effect.

5. SUBMIT BID INFORMATION – The following items must be included in the Offeror’s bid in order to have a responsive bid. 1) The “OFFEROR COMPLIANCE FORM”, 2) The completed “PRICING DETAIL FORMS, (unit price, total price, annual price, group total prices, person hours to clean facility per visit, price per year. NMGRT may be added to the invoices but for the sake of evaluation of the RFB, please do not include NMGRT in the pricing. 3) OFFEROR COMMENTS FORM, (if any exceptions are taken), 4) Completed SITE INSPECTION FORMS, 5) BID BOND.

IF A BID BOND IS NOT SUBMITTED WITH THIS BID TO THE CITY CLERK’S OFFICE PRIOR TO BID OPENING, THE BID SHALL BE REJECTED.

6. SITE INSPECTION FORMS – A mandatory site inspection of all facilities included in the RFB by all bidders to be considered for award of contract. Bidders are advised to carefully examine, the work sites, general bid terms and condition, specifications and frequencies to become fully aware of the characteristics of work conditions to be encountered. Failure to inspect the facilities or to fail to return the signed site inspection forms will cause a subsequent bid to be considered non-responsive and will not be considered for award.
- Due to the time constraints of some building liaisons, some buildings will be scheduled for inspections so that all interested Bidders go as a group. Contractors must contact City Facility (Building) representatives to schedule site visits. Very few facilities can accommodate drop-ins. Site inspections shall be conducted between the hours of 8:00 am through 4:00 PM, Monday through Friday.
 - The Site Inspection form is included as part of this RFB and must be presented at each site for appropriate signatures and dates. The Site Inspection form **MUST BE SUBMITTED WITH BID**. Failure to do so will cause bid to be considered non-responsive. **This is a mandatory site inspection. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted.** In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement. Bidders who have trouble attending the scheduled building tours can make arrangements with the Building Manager for a visit. **CURRENT AND FORMER CITY CONTRACTORS ARE NOT EXEMPT FROM VISITING AND INSPECTING FACILITIES.**

CLARIFICATION - General site related questions may be directed to the Building Managers/ Liaisons. Any other questions or issues regarding the City facilities or contract issued, or bid responses should be put in writing and presented to the Senior Buyer for discussion at the mandatory pre-bid conference as scheduled below. Questions arising after the pre-bid conference should be directed to Denise Gallegos at 505-768-3543 or email at dvgallegos@cabq.gov. There will be a mandatory pre-bid conference. Failure to attend by an authorized representative of the offeror will result

in the rejection of any subsequent bid offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

8. **MANDATORY PRE-BID CONFERENCE** - A mandatory pre-bid conference will be held Tuesday, January 10, 2005 @ 10:00 am. The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and a copy submitted to the purchasing representative on the day of the conference. This is a mandatory Pre-Bid Conference. **Failure to attend by an authorized representative of the offeror will result in the rejection of any subsequent bid submitted.** In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

Location City County Government Center
One Civic Plaza, NW 7th Floor Room 3 7096
Albuquerque, NM 87102

9. **OTHER REQUIREMENTS** – The Offeror will be required to meet the following requirements which may be submitted with the bid or prior to award.
- Bidder should have been in business continuously for at least the last three (3) years, since at least January 1, 2003.
 - Current telephone numbers, including pager numbers or mobile phone numbers.
 - Proof of employee training for safety, proper cleaning procedures, use of disinfectants, and proper cleaning of bathrooms. (e.g. Contractor's records or different types of training, forms with employee's signatures stating what they have been trained in.
 - Information concerning background checks of employees of Police facilities and their backups. (Who is providing them what is checked etc.)

The City reserves the right to request other pertinent information not listed above but necessary to the performance of the contract prior to contract finalization if such information is in the best interest of the City.

CONTRACTOR RESPONSIBILITIES:

10. **FAMILIARITY WITH BUILDINGS** – The Contractor/ Manager shall familiarize themselves with the facilities, and any special needs which the facility may have, for which their company provides services.
11. **COMMUNICATION WITH BUILDING MANAGERS** – Building Managers want the Owner/Manager of the janitorial company to keep in touch with the building

manager and check on the services of their janitors, and address any problems with the facility being cleaned. The Contractor/Owner/Manager shall contact building managers at least once per month on the larger, (greater than 10,000 sf), facilities; and at least once every three months on smaller facilities, (less than 10,000 SF). Contractors shall visit and inspect each facility they are servicing at least twice per year.

12. Contractor shall furnish all labor, materials, supplies, background checks and any other incidental needs or equipment necessary to perform janitorial services at the City facilities in strict compliance with all specifications.
13. Janitorial Contractor will **BE RESPONSIBLE FOR** training employees to work at the facilities that they are assigned to; and providing them with the supplies and equipment to perform the services according to the specifications set forth in this RFB. By submitting a bid the bidder agrees that they shall abide and shall train their employees to abide by the following requirements:
 - A. Proper Dress – Janitors shall be dressed in distinctive, clean, neat-appearing uniforms. They shall wear safety footwear with non-skid soles. Janitors shall wear a distinctive identification badge with the employee’s name on it.
 - B. Required use of disposable gloves for cleaning, changing gloves after cleaning bathrooms and medical/dental facilities. Janitors shall be knowledgeable of how to protect themselves from communicable diseases and infected areas.
 - C. Safety procedures while servicing our facilities. Contractor will insure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to any person or damage to property of any and all kinds.
 - D. Follow proper cleaning procedures, (e.g. sweeping before mopping, sweeping and mopping before waxing, dust before vacuuming).
 - E. Clean mops with clean water and clean cloths, sponges shall be used at each visit at each facility.
 - F. Proper use of equipment – knowledge in using equipment and avoiding damage to facility surfaces.
 - G. Proper use of cleaning solutions – know when to use what solution for what task, know mixing instructions, and be able to read instructions and cautions on bottle.

- H. Awareness of the General Specifications and Frequency Schedules, Requirements for the Cleaning of Bathrooms and Additional Specifications for particular facilities as well as other pertinent information concerning City Facilities as stated in this Request for Bid. Some buildings require tasks, or frequency of cleaning above and beyond the general specifications. The additional requirements should be planned for and considered when stating a price.
- I. Specifications should be displayed in the janitorial closet of each facility. Contractor is responsible for translating specifications into another language if it is necessary for its employees to understand them. It is the Contractors' responsibility to make sure that janitors are aware of the general and specific requirements for all buildings.
- J. New or substitute employees should be aware of specifications and special needs of a building. Contractor shall have alternate plans to clean buildings when the regular employee are out.
- K. Janitorial closets shall be kept orderly and clean. Soiled mops, clothes, sponges, etc. shall not be stored in janitorial closet.
- L. Children, visitors or unauthorized personnel are not allowed to accompany janitors in City buildings. Janitors are not allowed to arrange for a substitute for themselves who is not an employee of the Contractor.
- M. Proper use of building alarms. Assuring that alarms are activated and all doors are locked prior to leaving a building. Upon completion of his/her work, the custodian should secure all windows. Turn out lights except where centrally controlled, and lock the doors. If required, alarm shall be set.
- N. KEYS – Contractor is responsible for safe keeping of keys. No duplicates shall be made by contractor – Safety and Security Regarding Keys –City of Albuquerque policy requires employees to carry City keys attached to belt or garment worn by the employee by means of chain. A recoil, type key pack, or similar device, may be used for this purpose. This policy is enforced to prevent keys being left in doors, or lost from pockets. Some keys must remain at the facility. Janitors should return keys to specified place when instructed by facility.
- O. Awareness of hours to be worked. Responsibilities for clocking in/signing in.
- P. Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from City employees or other persons using the premises.

- Q. Contractor and employees may not park any vehicle in “reserved” spaces. Areas where parking is allowed will be designated.
- R. Usually there are people working late in the buildings and they must be considered. Unnecessary noise and boisterous conduct will not be tolerated.
- S. Do not disturb papers on desks, open drawers or cabinets, or use any machines such as computer terminals, typewriters adding machines, dictation machines, telephones or any other machines or material provided for City use, in the buildings.
- T. Security Guards will not receive telephone calls or relay messages to custodial employees.
- U. Do not litter in the buildings. When work is completed, employees must leave the buildings.
- V. Articles found on the floors in the building/offices such as pens, papers, forms, etc., are not to be considered trash. Place on nearest desk. Only trash baskets and ashtrays are to be emptied.
- W. No eating or drinking will be permitted in the buildings, except in designated areas.
- X. Any and all containers that are brought in or taken out of the buildings are subject to search.
- Y. Personal Property of Others. The contractor shall see to it that all lost articles found by the Contractor’s employees in the course of their duties on the premises of the City, are turned in to the Building Manager, Security Guard, or Building Coordinator acting as a representative of the City.
- Z. Advise Employees Against Theft. Most City facilities have security cameras and keep records of security alarm access and times accessed.

14. UNFIT EMPLOYEE – The building manager may refuse to permit the contractor to use a particular any employee in the facility, if the building Manager deems that individual to be unfit to work in any part or all capacities. Contractor shall replace employee when requested by Facility Manager.

15. ENERGY CONSERVATION shall be practiced and lights in unoccupied areas turned off. Only those lights required for cleaning an area should be turned on. Water faucets should be closed tightly. Water should not be left to run unnecessarily.

16. **MEDICAL/DENTAL FACILITIES** – Contractors that have awarded a facility that contains medical/dental areas, shall schedule a meeting with the Building Manager and the nurses or other appointed individual(s) to understand medical concerns. Contractor and individual janitors shall be sure they understand what needs to be done in these areas – and how to do it properly.
17. **NO SUBLETING** – It is intended the Contractor shall perform all work under this contract with the Contractor's own forces and shall not sublet any portion of the work. This contract is non-assignable.
18. **DAMAGE TO PROPERTY** – All facilities, appurtenances and finishes shall be protected by the Contractor from damage which might be done or caused by work performed under this contract. Such damages shall be repaired and/or replaced by methods approved by the building manager so as to restore the damaged areas to their original condition at the expense of the Contractor.
19. **CHEMICAL CLEANERS/MSDS SHEETS** – Contractor shall submit a list of proposed cleaning solutions to building manager for approval prior to work commencing. MSDS sheets shall be submitted to building manager upon approval of cleaning solutions. Janitors are expected to use the proper cleaning solution for the different surfaces. Cleaning solution that may discolor or damage clothes, or surfaces are prohibited (e.g. undiluted bleach). All cleaning solutions shall meet FDA/EPA/OSHA standards.
20. **HOURS**- Bidders shall fill in the estimated number of “person hours” that they anticipate janitors to work on the price detail form for the respective facility. This is to evaluate the bid and help in monitoring the contract. Any facility may require use of time cards at any time. Time cards shall be provided by the Contractor.
21. **SUPERVISION** – Several buildings require that an on-site supervisor be present during work hours. Other buildings will accept a supervisor checking the work completed. Small facilities will accept less frequent visits by a supervisor or manager. Contractor shall provide on-site supervisors according to the specifications of this RFB.
22. **AREAS NOT CLEANED** – City Employees working late may make it difficult for the cleaning crews to clean those areas. The contractor's supervisor will make a list of the areas affected and shall notify the Facility Manager when signing out, or within the next than 24 hours.
23. **CITY EQUIPMENT** – Cleaning equipment owned by the City shall not be removed from the facility for any reason. In the case when the City allows the Contract to use City cleaning equipment and it gets damaged or breaks down, the Contractor or

Janitor shall make the Building Manager aware of the problem. Contractor may be liable to fix the equipment.

24. **BACKGROUND CHECKS** – Any City Facilities may require background checks at any time. Contractor will be expected to provide them when requested.
25. **MATERIAL, SUPPLIES, EQUIPMENT** - The Contractor shall furnish all material, supplies, equipment, and uniforms necessary to perform under the contract resulting from this RFB. The City shall provide, (small trash can liners, toilet tissue, hand towels, sanitary napkins, toilet seat covers, air deodorizers and hand soap. The contractor will service all dispensers used for such products daily. Contractor shall provide large garbage bags. Above supplies supplied by the City shall not be removed from the premises. Janitors shall make Building Manager/Liaison aware when supplies are running low. **Cleaning and equipment shall be provided by the Contractor. Failure to provide properly working equipment, supplies and cleaning solutions may result in the cancellation of the contract with the Contractor.**
26. **CLEANING EQUIPMENT** – Contractor’s cleaning equipment must be in good operating condition at all times. The appearance, cleanliness and suitability of all equipment must be acceptable to the Building Manager. Equipment shall not be propped against the walls nor should it hit the walls or furnishings while in use or while being moved. (E.g. when vacuuming, janitor should not hit the wall with vacuum while vacuuming edges).
27. **A LIST OF REGULAR EMPLOYEES** – servicing each building may be required by the Security Guard or Building Manager. Security Contractor’s supervisor.
28. **OUTSIDE DOORS** – shall not be propped open or left unlocked. Contractor’s employees shall not admit anyone to the premises. If the individual seeking entry does not have a key and insists upon right of entry, he/she should be denied entrance and the contractor’s Supervisor is advised to contact Security or the Albuquerque Police Department.

29. KEY POLICY

KEY CHARGE

- Contractors may be required to sign and deposit with the City Building Manager, Eighteen dollars (18.00 for each key required for after-hour and weekend entry into City Facilities. The deposit will be refunded for each key when such keys are returned to the City Building Manager upon completion or contract. If a Contractor loses a key, an additional eighteen dollars (18.00) will be paid to the Building manager for the cost of having duplicates made. If a breach in security results from the loss of keys, requiring that lock will be replaced. These charges will be deducted from monthly payments made to Contractor.

- When Contractor's employees sign out for certain keys (especially those not to be duplicated), said keys are to be returned to designated person upon completion of work. Keys not returned after work is completed must be returned within twenty-four (24) hours or above charges will take effect, in addition to applicable charges if locks have to be changed.

30. AFTER CLOSING TIME – Access in or out of the buildings must be at the doors indicated by the Building Manger and sign in/out procedure followed with the Security Guard/Manager, may be required.

OTHER TERMS OF CONTRACT:

31. CONTRACT CANCELLATION – Any potential bidder who has had a group canceled by the City for unsatisfactory performance may not bid on any facility or group that contains a facility that was previously canceled.
32. CANCELLATION OF GROUP – If Contractor is canceled from a facility for unsatisfactory performance, the Contractor will automatically be canceled from all other facilities in the “all or none” grouping listed in this RFB.
33. REBID OF CANCELED GROUP – Any contractor who may have one or more groups of facilities canceled due to unsatisfactory performance during the period of the contract.
34. DURATION – Services to be performed resulting from this Request for Bid shall commence January 1, 2006 and shall be in effect for a period of twelve (12) months. This term may be extended for to four (4) additional (12) month periods upon mutual agreement between the City and the Contractor. Evaluations of service by departments will determine whether the City wants to continue a contract with a vendor.
35. ESCALATION CLAUSE – Price escalation of prices shall be allowed according to the following schedule; January 1, 2007, 3%; January 1, 2008; 3%; 2009 2%, 2010; 2%; 2011; 2%. If there is an increase in the minimum wage, escalation MAY be allowed by another method determined by the City Purchasing Officer.
36. NEW MEXICO GROSS RECEIPTS TAX (NMGRT) – NMGRT will be charged separately on the invoice. For the purpose of this RFB, do not include NMGRT in the figures.
37. AWARD OF CONTRACT – Upon award of contract, the City Purchasing Office may host a Pre-Contract meeting to go over the facilities to be cleaned.

CONTRACTOR'S PERFORMANCE

38. **QUALITY SERVICES** – The Contractor shall perform high quality cleaning services in accordance with time and frequency schedules prescribed. Contract work shall be carried on without interfering with normal operation of the building occupants or users. Contractor's employees will work the hours quoted each day in order to complete the tasks required.
39. **HAZARDOUS CONDITIONS** –When City Employees are excused early because of hazardous conditions, (weather conditions), the Contractor should make reasonable effort to provide janitorial services at another time particularly if this occurs on a Friday or preceding a holiday. The work should be performed during the holiday or weekend and the facilities cleaned prior to office hours on the following day or Monday.
40. **QUALITY SERVICES** - The Contractor shall perform high quality cleaning services in accordance with time and frequency schedules prescribed. Contract work shall be carried on without interfering with normal operations of the building occupants or users. Contractor's employees will work the hours quoted each day in order to complete the tasks required.
41. **HOLIDAYS** – City offices are closed for the following holidays: New Years Day, Martin Luther King B.Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Veterans Day, Thanksgiving; Day after Thanksgiving and Christmas. Janitorial service is not required on the day that offices are closed but buildings must have been serviced and clean for the day after the holiday. There shall be no deduction in the monthly invoice if the facility is clean when the offices reopen on the day after the holiday.
42. **UTILIZATION OF HOURS** - Bidder shall estimate how long it shall take to clean each facility. Estimated hours shall be used in evaluating the bids received. If estimated hours are not realistic for the type and size of facility bid, a bid may be rejected. After award, the actual hours worked should be close to the hours estimated. A facility may request that janitors clock in so that hours can be monitored. Janitors not performing all of the required tasks before leaving may result in the cancellation of the contract.
43. **UNSATISFACTORY PERFORMANCE/HOURS** – If performance and/or hours are an issue or become unsatisfactory to the City Building Managers, the Contractor will be notified by a representative of the City and the contractor shall correct the deficiencies within 24 hours of notice, (or according to another schedule agreed upon by . Unsatisfactory performance may result in an appropriate amount being deducted from the Contractor's monthly invoice and the cancellation of the contract may be considered.
44. **WORK DONE INCORRECTLY** – Work that is done incorrectly, and is unacceptable to the Building Manager shall be corrected and redone by the contractor within 5 days or

within 24 hours if there are any safety concerns; (e.g. waxing floor without sweeping debris off floor, leaving excess water in carpet after shampooing carpet). Until the work is corrected, payment may be withheld or the cancellation of contract considered.

45. **NO-SHOWS** – Any time that janitorial services are not provided when required, an appropriate amount may be deducted from the monthly invoice. Contractor shall issue a credit memo. Make up work is, in general, not allowed.
46. **WITHHOLDING OF PAYMENT** – City divisions may withhold payment of invoices until an issue with the Contractor is resolved. Some examples of withholding payment follow:
- Incorrect invoice amount. The City will not pay an incorrect invoice. If the contractor does not submit credit memos or a revised invoice for no-shows, areas not cleaned etc. payment will be delayed.
 - Work done incorrectly. Such cases call for the tasks in question to be corrected and redone before payment is approved.
 - Not performing work according to specifications and frequency schedules
47. **CONTINUED UNSATISFACTORY PERFORMANCE** – If unsatisfactory performance or utilization of person-hours persists and efficiencies are not corrected as stated above, the Contractor shall be in default of contract and the City shall make this default known by written notice to Contractor. If such default is not cured within five (5) days of receipt of any such notice, the contract may be terminated by the City. Termination will include the facility in default and all facilities within the “all or none” grouping.
48. **AWARD OF TERMINATED GROUPING** In the event of termination of contract for cause or convenience the City may offer a contract for such facilities grouping to the next lowest bidder, or current contractor if applicable.

MODIFICATIONS TO CONTRACT:

49. **LIKELY CHANGES TO CONTRACT** – Based on the continually changing needs of the City, there will likely be Additions of Facilities to the contract, Deletions of Facilities from the contract, modifications of square foot area to be cleaned, and possibly, the need to change the specifications, work procedures, amount of labor needed, work schedules or any other aspect of janitorial services at a facility. These changes will be addressed as follows:
- I. **ADDITION OF FACILITIES** – The City may require adding a facility to the contract. The all or none groupings are based on geographic areas of the City. The area in which a new facility is located will determine the contractor which will service the building. Such facilities will be offered to the Contractor currently cleaning the facilities in that area. Contractors may not pick and choose what facilities they will service.

They shall either accept the whole group and any additional facilities or reject the whole group. Any departments that are moving will be serviced the contractor who is servicing the area where the new facility is located. The contractor must add the facility at the same cost per square foot as a similar facility on contract, comparable in size, density, frequency, use, person hours required, whether a Porter/Matron could be required, whether additional specifications/services may be required, etc.

II. DELETION OF FACILITIES – Deletions will also be done according to the price per square foot for that facility. Some departments move or decide that they can no longer afford janitorial services and request to be taken off the contract. This can happen at any time. The City will try to give at least 30 notice to the contractor.

III. CHANGES IN AREA TO BE CLEANED – Facilities may need to add or delete square footage area to the area presently being cleaned. This change may only be temporary. The Contractor's invoice shall reflect the square footage price multiplied by the area to be added or deleted. Often this type of change is due to remodeling or repairs done to the facility. In no instance shall the Contractor be paid for an area that is not being cleaned. The City will not pay an incorrect invoice.

IV. CHANGE IN SERVICES NEEDED – This type of change will be rare and will only be done when absolutely necessary. When a facility needs a significant change in janitorial cleaning procedures, change in frequency of some services or any change that will impact the amount of janitorial labor needed to service that facility, a change in the price per square foot for that facility may be revised. This requires the involvement and approval of the Purchasing Division. The Contractor shall be responsible for justifying the change in price based on the change of cost of labor that they will incur. Copies of payroll records. May be requested.

50. NOTICE OF CHANGE - The City will attempt to give the Contractor adequate notice prior to any of the above changes. However, some changes may be pressing and notice may be short.

51. WRITTEN NOTICE – Such additional changes must be in writing and submitted to the Purchasing Division for approval per the attached Supplemental form. A supplemental Form will be completed and sent to the Contractor to serve as written notice of the change. Dates will be included for which janitorial services are to begin, end or be modified. Invoices should reflect the change in pricing as of the written date on the supplemental form. Incorrect invoices will not be paid by the City.

52. **ADDITIONAL WORK** – Occasionally, additional work may be requested by the building managers.

- A. This is work that is **ABOVE AND BEYOND** what is stated in the General Specifications and Additional Specifications for a Facility.
- B. This work must be **REQUESTED** by the Facility Manager. The Facility Manager will request a quote from the regular janitorial Contractor.
- C. If the Facility Manager decides to proceed, he/she will submit the quote to Purchasing with a request for approval to have the additional work performed.
- D. If approval is received, the Facility Manager will give a copy of the written approval to the Contractor, which is its approval to proceed with the work.
- E. Under no circumstance is the provision for extra work to be used to perform duties that are already included in the Daily, Weekly, Monthly, quarterly, Semi-Annually or Annually performed tasks. Note that some facilities may have a task listed in their Additional Specifications, (e.g. window cleaning), which would not fall under “Additional Work”; whereas another facility that does not have window cleaning under their Additional Specifications, may request it as “Additional Work”.

MISCELLANEOUS:

53. **LOCAL PREFERENCE** – Group #9 is for the three Public Housing Facilities. Due to federal funding sources, local and in-state vendor preference do not apply. The local preference **WILL NOT** be used to evaluate this group **ONLY**. All other groups will be evaluated using the local preference. Remember that the local preference form **MUST** be completed and included in the bid response in order for the City to use the discount in evaluating a bid.

CITY OF ALBUQUERQUE

PURCHASING DIVISION

**CERTIFICATE OF MANDATORY SITE INSPECTION
FOR
RFB2006-011-DG**

This certificate must be completed by all bidders making an offer in response to this request.

STATEMENT BY VENDOR

I hereby certify that I have conducted an on-site inspection of all City facilities that I have submitted a bid for.

DATE

PRINTED NAME

SIGNATURE

COMPANY NAME

Bidders shall visit all of the sites in the group(s) that they intend on bidding on. Unless otherwise stated below Bidders shall call the contact name at each site and arrange for a site visit. Have a City employee sign on the appropriate building line on the next 5 pages. **Failure to obtain a signature or to visit a site on any one building in the “all or nothing “ group that you are bidding on may be grounds for removing a bid from consideration as it will be considered a non-responsive bid.**

Bidders are encouraged to take a measuring device and verify square footage areas. **Bidders are responsible for making a thorough inspection of the City buildings and taking into consideration all of the specifications and needs of the buildings when determining a price and estimating the hours that it will take to clean the buildings.**

Inspections shall be performed between November 21, 2005 and December 28, 2005. A mandatory pre-bid meeting shall be held on January 22, 2005 at One Civic Plaza, City/County Bldg. 7th Floor, Rm 7096 at 10:00 am. It is highly recommend that at least some buildings should have been inspected before the pre-bid meeting. Questions concerning the buildings or specifications for that building may be asked at the site inspections. Questions concerning the resulting contract or responding to the bid or questions about the RFB documents shall be directed to Denise Gallegos at 768-3543. Bring questions to the pre-bid meeting. One or more addendum(s) to the Request for Bid will be issued in December in answer to the questions brought up at the pre-bid meeting.

GROUP #1

BLDG. # 1	MUNICIPAL BLDG. 400 MARQUETTE NW	CITY EMPLOYEE/TITLE	DATE
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GROUP #2

BLDG. #2	APD/LEC BLDG. 401 MARQUETTE NW	CITY EMPLOYEE/TITLE	DATE
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BLDG. # 3	MAIN LIBRARY 501 COPPER NW	CITY EMPLOYEE / TITLE	DATE
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BLDG. # 4	SPEC. COLLECTIONS LIBRARY 423 CENTRAL NE	CITY EMPLOYEE / TITLE	DATE
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GROUP #3

BLDG. #5	PLAZA DEL SOL 600 2 ND ST NW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #6	KIMO THEATRE 423 CENTRAL AVE NW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #7	LA AMISTAD MEAL SITE 415 FRUIT NE	CITY EMPLOYEE/TITLE	DATE
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BLDG. #8	RADIO COMMUNICATIONS 1801 4 TH ST. NW BLDG. C	CITY EMPLOYEE/TITLE	DATE
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BLDG. #9	FIRE MARSHALL'S OFFICE 724 SILVER SW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #10	BARELAS CHILD DEV. CTR 1440 IRON SW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #11	FLEET MAINT. SMALL SHOP 1717 6 TH ST NW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #12	OLD TOWN SUBSTATION 2060 CENTRAL SW	CITY EMPLOYEE/TITLE	DATE
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GROUP #4

BLDG. #13	PUBLIC SAFETY COMMAND CTR. 11510 SUNSET GARDENS SW	CITY EMPLOYEE/TITLE	DATE
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BLDG. #14	ABQ. FIRE ACADEMY 11500 SUNSET GARDENS ROAD SW	CITY EMPLOYEE/TITLE	DATE
BLDG. #15	WESTSIDE TECH SRVS. 11850 SUNSET GARDENS SW	CITY EMPLOYEE/TITLE	DATE
BLDG. #16	WESTSIDE ANIMAL SERVICES 11800 SUNSET GARDENS SW	CITY EMPLOYEE/TITLE	DATE
BLDG. #17	WEST GATE LIBRARY 1300 DELGADO SW	CITY EMPLOYEE / TITLE	DATE
BLDG. #18	LOS VOLCANES CHILD DEV. CTR. 6500 LOS VOLCANES NW	CITY EMPLOYEE/ TITLE	DATE
BLDG. #19	CARLOS REY DAYCARE CTR 1310 DELGADO SW	CITY EMPLOYEE/TITLE	DATE
BLDG. #20	LOS VOLCANES POLICE SUB	CITY EMPLOYEE/TITLE	DATE
GROUP #5			
BLDG. #21	PARK CONTSTRUCTION 7701 SAN PEDRO NE PINO YARDS BLDG A	CITY EMPLOYEE	DATE
BLDG. #22	FLEET MAINTENANCE/ BLDG H 5501 PINO ROAD NE	CITY EMPLOYEE/ TITLE	DATE
BLDG. #23	CITY WAREHOUSE 5501 PINO NE BLDG G	CITY EMPLOYEE/TITLE	DATE
BLDG. #24	TRAFFIC ENGINEERING DIV 5501 PINO AVE NE B&F	CITY EMPLOYEE/TITLE	DATE
BLDG. #25	STREET MAINTENANCE PINO YARDS BLDG. F	CITY EMPLOYEE/TITLE	DATE
BLDG. #26	WATER UTILITY 5501 PINO YARDS NE	CITY EMPLOYEE/ TITLE	DATE
BLDG. #27	N. ABQ. MEALSITE PINO YDS	CITY EMPLOYEE/ TITLE	DATE
BLDG. #28	LA CUEVA POLICE SUB 7520 CORONA ST NE	CITY EMPLOYEE/TITLE	DATE

GROUP #6

BLDG. #29	E. SIDE ANIMAL CONTROL CTR. 8920 LOMAS BLVD NE	CITY EMPLOYEE/TITLE	DATE
BLDG. #30	STREET MAINT. SATELLITE 1 8920 LOMAS BLVD NE	CITY EMPLOYEE/TITLE	DATE
BLDG. 31	FIRE INVESTIGATIONS DIV. 2610 QUINCY N E	CITY EMPLOYEE / TILE	DATE
BLDG. 32	ERNA FERGUSON LIBRARY 3700 SAN MATEO NE	CITY EMPLOYEE/ TITLE	DATE
BLDG. 33	WYOMING LIBRARY 8205 APACHE NE	CITY EMPLOYEE/ TITLE	DATE
BLDG. 34	CHERRY HILLS LIBRARY 6901 BARSTOW NE	CITY EMPLOYEE/TITLE	DATE
BLDG. 35	LOMAS/TRAMWAY LIBRARY 908 EASTRIDGE NE	CITY EMPLOYEE/TITLE	DATE
BLDG. 36	TRAMWAY POLICE SUB		
BLDG. 37	E. MTN LIBRARY HIWAY 333,TIJEAS NM	CITY MPLOYEE / TITLE	DATE
BLDG. 38.	NE POLICE SUB 8201 OSUNA	CITY EMPLOYEE /EMPLOYEE/TITLE	DATE
B LDG. 39	APDFOOTHILLS SUB		

GROUP # 7

BLDG. 40	N. VALLEY LIBRARY 7703 2 ND ST. NW	CITY EMPLOYEE / TITLE	DATE
BLDG. 41	ALAMEDA MEAL SITE 9800 4 TH ST.	CITY EMPLOYEE / TITLE	DATE
BLDG. 42	GERALD LINE POLICE SUB 5408 2 ND ST NW	CITY EMPLOYEE/ TITLE	DATE
BLDG. 43	APD POLICE ACADEMY 5412 2 ND ST NW	CITY EMPLOYEE/TITLE	DATE

BLDG. 44	METRO FORENSICS CTR 5350 2 ND ST NW	CITY EMPLOYEE/TITLE	DATE
BLDG. 45	LOS GRIEGOS LIBRARY 1000 GRIEGOS NW	CITY EMPLOYEE/TITLE	DATE
BLDG. 46	STREET MAINT. SAT. 2 1820 COMMERCIAL NE	CITY EMPLOYEE/TITLE	DATE
BLDG. 47	VEHICLE POLLUTION DIV. 1500 BROADWAY NE	CITY EMPLOYEE / TITLE	DATE
BLDG. 48	APD SEIZURE LOT 5048 EDITH NE	CITY EMPLOYEE/TITLE	DATE
BLDG. 49	APD COTTONWOOD SUB COTTONWOOD MALL	CITY EMPLOYEE/TITLE	DATE
BLDG. 50	MUSEUM CORRALES CORRALES RD & OLD CHURCH RD	CITY EMPLOYEE / TITLW	DATE
GROUP #8			
BLDG. 51	MONTESSA PARK LAB 3600 LOS PICAROS RD SE	CITY EMPLOYEE/TITLE	DATE
BLDG. 52	OPEN SPACE 3600 LOS PICAROS SE	CITY EMPLOYEE/ TITLE	DATE
BLDG. 53	RIO BRAVO MEALSITE 3910 ISLETA BLVD SW	CITY EMPLOYEE /TITLE	DATE
BLDG. 54	PAJARITO MEALSITE 6080 ISLETA BLVD SW	CITY EMPLOYEE / TITLE	DATE
BLDG. 55	ARMIJO MEALSITE 1714 CENTRO FAMILIAR	CITY EMPLOYEE /TITLE	DATE
BLDG. 56	S. VALLEY LIBRARY 3904 ISLETA SW	CITY EMPLOYEE / TITLE	DATE
BLDG. 57	WASTEWATER UTILITY 4201 2 ND ST. SW	CITY EMPLOYEE/ TITLE	DATE
BLDG. 58	WESTGATE LIBRARY 1300 DELGADO SW	CITY EMPLOYEE/ TITLE	DATE
BLDG. 59	OFFICE OF CHILD DEV 2200 UNIVERSITY	CITY EMPLOYEE / TITLE	DATE

BLDG. 60	SAN PEDRO LIBRARY 5600 TRUMBULL SE	CITY EMPLOYEE/TITLE	DATE
BLDG.61	ERNIE PYLE LIBRARY 900 GIRARD SE	CITY EMPLOYEE / TITLE	DATE
BLDG. 62	SE APD POLICE SUB 800 LOUISIANA SE	CITY EMPLOYEE / TITLE	DATE
BLDG. 63	J. MARSHALL MEAL SITE WALTER	CITY EMPLOYEE/ TITLE	DATE
BLDG. 64	STORM DRAINAGE MAINT 9805 CENTRAL NE	CITY EMPLOYEE/ TITLE	DATE
GROUP #9			
BLDG. 65	HOUSING ADMIN 1840 UNIVERSITY SE	CITY EMPLOYEE / TITLE	DATE
BLDG. 66	WAINRIGHT MANOR 5601 GIBSON SE	CITY EMPLOYEE/TITLE	DATE
BLDG. 67	EMBUDO TOWERS 8010 CONSTITUTION NE	CITY EMPLOYEE/TITLE	DATE

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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.

BOND, BID:

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

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

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

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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.

GUARANTEED PERFORMANCE:

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

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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

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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-RESPONSIVE.

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 (MSDS) ARE REQUIRED FOR THE PRODUCTS INCLUDED IN THIS REQUEST. A COPY OF THE MSDS MUST ACCOMPANY YOUR RESPONSE TO THE REQUEST AND BE INCLUDED WITH THE PRODUCT WHEN DELIVERED TO THE END USER. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY CAUSE YOUR OFFER TO BE CONSIDERED NON-RESPONSIVE.

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.

SITE INSPECTION - REQUIRED:

ALL OFFERORS ARE REQUIRED TO CONDUCT AN ON-SITE INSPECTION. FAILURE BY THE OFFEROR TO BECOME ACQUAINTED WITH THE CONDITIONS AFFECTING THE WORK SPECIFIED IN THIS REQUEST SHALL NOT CONSTITUTE RELIEF FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK. THE OFFEROR SHALL BE RESPONSIBLE FOR ANY EXCESS COSTS RESULTING FROM FAILURE TO ESTIMATE ACCURATELY. FAILURE TO CONDUCT AN ON-SITE INSPECTION SHALL RESULT IN THE REJECTION OF AN OFFER.

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 Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental 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 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 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 Specifications Exception 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 nonconfidential 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) working 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 eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 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 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 other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award 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) 768-3344.

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.

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 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.

(6/23/04)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

as Principal, hereinafter called the Contractor, and _____
_____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____
_____ and authorized to do business in the State of New Mexico, as a
surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque,
New Mexico, as Obligee, hereinafter called the City, in the amount of _____
_____ Dollars (\$ _____)
for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Bid in response to RFB _____,
entitled _____, and shall by written agreement enter into a
contract with the City described as follows: _____
_____,
which contract shall by reference be made a part hereof and is hereinafter referred to as the
Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall
faithfully perform and complete said Contract according to its terms and comply with all
requirements of law, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges
that such payments shall not preclude the City from showing the true character and quality of
materials furnished or services rendered or from recovering from the Contractor or Surety such
damages as the City may sustain by reason of deficiency in quantity or quality of materials or
services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the
Contract, the City having performed its obligations thereunder; the Surety may promptly remedy
the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to the City for completing the Contract in

accordance with its terms and conditions and, upon determination by the City and Surety of the lowest responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 19____.

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

ATTEST:

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

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 the State of 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 the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

**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: _____

