CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2007-018-DG
TITLE: DNA ANALYSIS- NMDIS
OPENING DATE: AUGUST 23, 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 AUGUST 23, 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

GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2007-018-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

OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2007-018-DG
OPENING DATE: AUGUST 23,2006

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

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
JOHN KREBSBACH 505-823-4630
5350 2ND STREET, NW
ALBUQUERQUE, NM 87107

REQUISITION 205233

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

PERFORM BOND AMOUNT: $0.00
PERFORM BOND 0%

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

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

20 CALENDAR DAYS:_____%

30 CALENDAR DAYS:_____%

OTHER:____ CALENDAR DAYS:_____%

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

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

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

COMPLIANCE AGREEMENT

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

SIGNATURE: _____ DATE:_____/_____/_____

NAME: _____ TITLE:_____
(PRINT OR TYPE)

COMPANY NAME:_____ EIN:_____

ADDRESS:_____

CITY:_____STATE:_____ ZIP:_____

PHONE: (_____)_____-_____ FAX: (_____)_____-_____

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.
TO ACCESS FORMS VISIT WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML.

PRICING DETAIL FORM

REQUEST NUMBER: RFB2007-018-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: DNA ANALYSIS PER SPECIFICATIONS. THERE ARE NO MINIMUMS OF GUARANTEES OF QUANTITIES. PROCESSING SHALL BE ON A SAMPLE PER SAMPLE BASIS. THE RESULTING CONTRACT SHALL BE FOR 2 YEARS WITH THE OPTION TO EXTEND FOR 1 ADDITIONAL YEAR.		
	1	800.00 EA ESTIMATED	DNA SAMPLES TO BE PROCESSED ON A SAMPLE BY SAMPLE BASIS PER SPECIFICATIONS.	_____	_____

ANY SHIPPING FEES OR ANY OTHER APPLICABLE COSTS SHALL BE INCLUDED IN THE BID PRICE.

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

SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - ALL OR NONE:

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

CONTRACT PERIOD - 24 MONTHS:

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

CONTRACT PERIOD - EXTENSION OF:

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

ESTIMATED QUANTITIES, NOT AN ORDER:

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

FREIGHT, AS INDICATED:

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

FREIGHT, PREPAID:

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

PRICE ESCALATION:

THIS OFFER MAY BE CONSIDERED FOR ESCALATION UNDER THE FOLLOWING CONDITIONS:

A. OFFERED PRICES MUST BE FIRM FOR A LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.

B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE OFFEROR'S SUPPLIER SHOWING THE PRICE INCREASE TO THE OFFEROR.

C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE OFFEROR, SHALL BE SUBJECT TO AUDITING BY THE CITY AND FURNISHED WITHOUT DELAY UPON REQUEST.

D. THE CITY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS REQUEST AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE CITY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.

F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE CITY.

G. THE OFFEROR SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

H. THE OFFEROR SHALL PROVIDE TO THE CITY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES WHICH BECOME EFFECTIVE UPON WRITTEN ACCEPTANCE BY THE CITY PURHCASING OFFICE.

I. IF THE OFFEROR RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE CITY THROUGH A CONTRACT RESULTING FROM THIS REQUEST, THE OFFEROR IS RESPONSIBLE FOR NOTIFYING THE CITY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE CITY IMMEDIATELY.

NMDIS = New Mexico DNA Identification System as administered by the City of Albuquerque

1. ***Bidding Vendors Experience***
   Bidding Vendors shall have a minimum of four years of demonstrated high throughput, CODIS compatible, convicted offender DNA analysis.

2. ***Technical Specifications Point of Contact***
   John Krebsbach
   Administrator
   New Mexico DNA Identification System
   c/o Metropolitan Forensic Science Center
   5350 2nd Street, NW
   Albuquerque, NM 87107

3. ***Shipping Labels***
   The Vendor shall provide preprinted and prepaid shipping labels to ***NMDIS.***

4. ***Shipping Rate***
   A batch is one bag of as few as five (5) and no more than eighty-nine (89) samples as samples and funding are available. Cumulative total sample for this contract could be as few as 200, to as many as 7,000.

5. ***Shipping Notification***
   The Vendor shall immediately (within one business day) notify **NMDIS** via e-mail each time a shipping container under this delivery order is received by the Vendor. The Vendor shall examine the shipping container and notify **NMDIS** by phone and e-mail (unless otherwise specified by **NMDIS**) immediately upon discovery of any damage to the shipping container that would compromise the integrity of the samples.

6. ***Chain of Custody***
   The Vendor shall maintain a complete chain of custody for all samples starting with the unique identifier on the overnight shipping label on the shipping container. The chain of custody shall also include the unique identifier on the overnight shipping label used when sending samples to and from **NMDIS.**

7. ***Manifest Reconciliation***
   The Vendor shall electronically compare the manifest with the samples received by the Vendor and notify **NMDIS** by phone and e-mail (unless otherwise specified by **NMDIS)** immediately upon discovery of any discrepancy. Samples shall be checked for integrity and the Vendor shall notify **NMDIS** by phone and e-mail (unless otherwise specified by **NMDIS**) immediately upon discovery of any sample received open. A replacement sample will be provided by NMDIS.

8. ***Sample Consumption***
   The entire sample may be consumed by the Vendor.

9. ***Confidentiality***
No identification information about the sample other than the batch identification number and the **NMDIS** unique identification number may be recorded by the Vendor. Any "outside" inquiries related to the processing of **NMDIS** samples shall be immediately reported to **NMDIS**. No information regarding the processing of **NMDIS** samples shall be provided.

10. ***Testing Location***
Samples shall only be tested at the Vendor laboratory location approved by **NMDIS**.

11. ***Sample Identification***
The samples shall be identified throughout the testing process with the **NMDIS** unique identification number. The Vendor may utilize its own numbering scheme so long as that number is associated with one and only one **NMDIS** unique identification number. The **NMDIS** identification number shall be used as the primary identifier for specimen tracking on all raw data, GeneMapper ID files, tabular reporting and CMF generation. Samples are bagged (each bag has a unique number) such that they should be able to be run on a single plate. The numbered bags may be grouped together into a larger bag that has a letter designation (A, B, C...). Each grouping of samples from a specific letter labeled bag will consist of two to five numbered bags.

12. ***Sample Processing Order and Data Return Deadline***
The samples shall be processed in numerical order and within respective numbered batches (bags or groups). (Samples shall remain with other samples in their batch throughout the testing and reporting process.) If more than one sample requires additional analysis, those samples shall remain together throughout any additional analysis to the extent that they are analyzed. Samples shall be tested and reported in batches consistent with the samples' numbered batch when shipped. Upon request by **NMDIS,** the Vendor shall test a sample out of receipt order.

All analysis and data from a sample batch (bag and/or group) shall be completed and reported to **NMDIS** within thirty (30) calendar days from the date of sample receipt by the Vendor.

13. ***Testing Procedures***
Procedures, policies, and methods used by the Vendor will be such that promote the successful profiling of samples the first time through the laboratory typing process (without re-injections, re-testing and additional sample consumption) and will provide data that is the least complicated for **NMDIS** to review.

    a. Changes affecting **NMDIS's** sample processing shall not be implemented unless approved by **NMDIS** in writing ten working days prior to the processing of samples.
    b. The Vendor shall provide documentation for these changes to **NMDIS**. When a procedural change is requested, **NMDIS** will review the Vendor's validation studies and reports. **NMDIS** will also consider the impact that the proposed change(s) will have on the **NMDIS** laboratory process. **NMDIS** may also want to inspect the approved process in the Vendor's laboratory prior to its implementation. **NMDIS's** written approval will include an implementation date. Procedural changes shall not be utilized prior to the implementation date.

c. As part of its RFB, the prospective Vendor shall provide copies of standard operating procedures and quality assurance documents that apply to the receipt and analysis of offender samples for evaluation.
d. If at any time in the testing process following the award **NMDIS** determines that a procedure is inadequate for the processing of the **NMDIS's** samples, the Vendor shall implement and validate a procedure that is acceptable to **NMDIS**.
e. In addition, the Vendor shall not place samples from any other contract or agency on a plate containing samples from **NMDIS**.
f. Analysis shall be performed on an Applied Biosystems® (A/B) 310 Genetic Analyzer, A/B 3100 Genetic Analyzer or on a subsequent variation of the 3100 series of analyzers and shall utilize the Identifiler® PCR amplification kit. The kit components shall be used in the concentration provided by the manufacturer, shall not be diluted in any way and shall not be utilized in a volume of less than 10 µl per amplification. The volume of added DNA shall not be less than 5µl per amplification for a resultant minimum, total amplification volume of 15 µl. The ladder shall be used directly from the manufacturer's kit and shall not be re-amplified.
g. A failed sample is defined as one that did not yield a profile that contains all of the FBI's CODIS core loci or it's corresponding controls failed.

14. Notification of Testing Issues

The Vendor shall, within five working days of occurrence, provide to **NMDIS**, in writing, any problem and associated corrective action regarding samples from **NMDIS**. If an issue is discovered which requires corrective action, the Vendor shall demonstrate the extent of the issue and identify all affected samples/profiles and provide corrective action.

15. NDIS Paperwork

The Vendor shall, prior to reporting samples, complete all NDIS forms required to add and remove a user.

16. Notification of Staffing Changes

NMDIS shall be notified when the following staffing changes are made:

Vendor Point of Contact
Project Manager
Technical Leader
Analytical staff subject to proficiency testing as analysts according to the FBI Quality Assurance Standards

17. Samples

All samples are prepared in-house for analysis. Known buccal cells are collected from offenders covered by the New Mexico DNA Identification Act onto FTA or S&S sample paper. A single cherry "lifesaver" may be used to stain the saliva prior to collection and may provide a red tint to the sample paper. The sample paper is dried and stored at room temperature in paper envelopes. After the sample paper is dried, four to five ¼ inch hole punches are taken and placed in a cylindrical microcentrifuge tube. The tube is then closed and a barcode label is affixed. Tubes are then placed in batches into marked, heat-sealed plastic bags which will indicate the batch number. Samples shall be tested, reported and returned in batches consistent with the way that the samples

were shipped. Samples within a batch shall be tested and reported in numerical order (with the exception of retesting).

18. Spiking/Enriching

Spiking or enriching a sample shall not be acceptable.

19. Controls

That is, each sample used in reporting shall have an acceptable extraction negative, amplification positive, amplification negative and ladder associated with each locus. If a sample is re-extracted then new extraction and amplification controls and a ladder shall be run. If a sample is re-amplified then new amplification controls and a ladder shall be run. If a sample is re-injected then the original amplification controls and a ladder shall be re-injected. The following controls shall be run:

a. Amplification positive
   - Name: 9947A
   - When introduced: at amplification
   - Considered acceptable when: produces correct allele calls and meets reporting guidelines below
   - Location on analysis: within sample run near the beginning of the run
   - Location in data files: near the beginning of the data file

b. Amplification negative
   - Name: determined by Vendor
   - When introduced: at amplification
   - Considered acceptable when: there are no detectable peaks above the minimum RFU threshold between 100 and 450bp and should be free of potential alleles above noise (this may be below the minimum RFU threshold)
   - Location on analysis: within sample run following the amplification positive
   - Location in data files: following the amplification positive

c. Extraction negative
   - Name: Determined by Vendor and must be consistent
   - When introduced: at extraction
   - Considered acceptable when: there are no detectable peaks above the minimum RFU threshold between 100 and 450bp and should be free of potential alleles above noise (this may be below the minimum RFU threshold)
   - Location on analysis: determined by Vendor - must be consistent
   - Location in data files: determined by Vendor - must be consistent
   -

d. Ladder
   - Name: Ladder
   - When introduced: upon analysis
   - Considered acceptable when: all appropriate peaks are present and correctly labeled
   - Location on analysis: There shall be an initial ladder injection near the beginning of the analytical run and there shall be, at a minimum, an additional ladder injection per

48 injections. Ex: A run consisting of a plate containing 1 to 48 wells of samples/controls will have, at a minimum, 2 ladder injections during the course of the analytical run and a plate consisting of 49-96 samples/controls will have at minimum, 3 ladder injections during the course of the analytical run.

- Location in data files: determined by Vendor

Controls shall be directly associated (same data file) with their corresponding samples. Data files are defined as all appropriate raw data and GeneMapper ID related bin sets, panel size standards and files containing samples and all associated controls sufficient for the **NMDIS** to review data in an organized, complete manner.

20. Data Analysis

All first run data from each numbered bag (or lettered group of samples consisting of 5 bags) will be respectively reported for that bag (or group). All second run data from each numbered bag (or lettered group) (all re-extractions, re-amplifications and re-injections) will then be separately reported by bag (or grouping). If required, the vendor will then request re-extraction samples for any failed samples from each bag (or lettered group). If necessary, additional re-extraction samples will be requested and reported back with any others from the same bag (or lettered group). No samples will be reported back on runs with samples from a different bag (or lettered group).

All reported profiles shall be interpreted in duplicate and independently by two qualified analysts. All profiles shall be reported accurately. The use of expert systems rather than qualified analysts must be approved in writing by **NMDIS** prior to implementation. Internal lane size standard (ILS) shall have the 75 bp through the 450 bp peaks (inclusive) correctly identified for all reported samples, ladders and controls. The size of the ~245 bp peak for all samples ladders and controls shall be within 1 bp within a run.

21. Data Presentation Parameters

The reported profiles shall have the following characteristics:

a. Alleles in ladders, amplification positive controls, and samples, and the ILS shall have a signal at least 3X that of background. **NMDIS** will not be measuring the signal to noise ratio for every sample. However, if **NMDIS** feels that background is excessive, the Vendor laboratory shall be prepared to demonstrate signal to noise contract compliance if requested.

b. Peak shape shall be symmetrical, wider at the base than at the peak, height greater than the width, bell shaped, and devoid of split peaks.

c. Minimum Peak Height: 100 RFU for heterozyogote alleles, ladder alleles and amplification positive alleles
100 RFU for homozygote alleles
100 RFU for ILS

d. Maximum peak height shall not exceed 7000 RFU.

e. Heterozygote allele peak height ratio shall be within 50%. Samples that exceed this amount shall be re-amplified and reported if within the allowed ratio. If a peak height ratio at the same

losus is still greater than 50%, the Vendor may report that sample as is, but shall provide supporting documentation for the imbalance and the applicable re-amplification runs. All profiles exhibiting continued excessive peak height ratio imbalance shall be clearly identified and reported in an additional table of "Specimens Containing Unusual Profiles".

f. All run data shall be provided in the data package of the reported profile. This means that **NMDIS** will be able to evaluate all data associated with the profile without going back to previously submitted data packages. The Vendor shall provide **NMDIS** with a proposed method of reporting and documentation and **NMDIS** will notify the Vendor of the approved method of reporting documentation.

g. Spikes shall not be acceptable in the allele calling region.

h. Extraneous peaks other than those that clearly constitute pull-up, shall not be acceptable in the allele calling region.

i. Stutter called by GeneMapper ID set higher than the levels defined by A/B shall not be acceptable.

j. Minus A (-A) called by GeneMapper ID shall not be acceptable with the exception of Amelogenin.

k. Tri-alleles shall be re-amplified and the profile verified. Upon reporting, **NMDIS** shall be provided with data from both runs documenting the tri-allelic profile in the same manner as the alleles with confirmed imbalance. All tri-allelic profiles shall be clearly identified and reported in an additional table of "Specimens Containing Unusual Profiles".

l. Microvariants and off–ladder alleles: The Vendor shall provide **NMDIS** with a list of proposed microvariant and off-ladder alleles (above, below and within the ladder) that may be reported without re-testing. **NMDIS** will notify the Vendor of the microvariants and off-ladder alleles that may be reported without re-injection. All other microvariants and off-ladder alleles shall be re-injected and documentation provided in the same manner as the confirmed imbalances and tri-alleles, shall be clearly identified and reported in an additional table of "Specimens Containing Unusual Profiles".

m. **NMDIS** expects a level of performance that ensures no profiles are ever rejected by **NMDIS**. (**NMDIS** defines a rejected profile as a profile that cannot be imported into CODIS for any reason, including incorrect controls, inadequate data quality, incomplete paperwork, or improperly formatted CMF files.) **NMDIS** expects 100% contract compliance. **NMDIS** also expects that data quality will be such that **NMDIS** can find no problems during their 100% data review. Samples that do not meet the reporting criteria shall be repeated. Documentation shall be provided that indicates which samples did not meet reporting criteria, why the samples(s) did not meet reporting criteria, what actions will be taken, and the results of those subsequent actions. The Vendor shall retest any sample that **NMDIS** determines to be of poor quality.

22. Re-testing

The analysis of a specimen shall not be considered complete until genotypes for all 13 core CODIS STR loci have been generated and accepted by the **NMDIS**. For samples not yielding a complete profile (see #'s 18 and 19) the Vendor shall retest the sample a minimum of two times, altering conditions within the boundaries of the laboratory's written Standard Operating Procedures, as necessary, to produce a complete profile. ***NOTE: NMDIS will only pay for complete profiles or profiles that have been retested at least twice as outlined above***. The failure cannot be attributed to an error or omission on the part of the Vendor (e.g. failed ladder or control).

23. Data Reporting

a. No composite profiles (instances where the 13 core CODIS loci are created from more than the one multiplex data file because one or more of the loci do not meet reporting criteria) shall be reported. All data and all associated controls from failed samples shall be provided to **NMDIS** separate from reported profiles. This data shall include but not be limited to GeneMapper ID and Excel files.

b. Prior to reporting profiles, the Vendor shall perform a contamination quality assurance check by electronically comparing the reported profiles to a database of employee and contamination profiles observed in the Vendor laboratory.

c. All reported peaks shall be labeled with the appropriate allele call suitable for upload into CODIS.

d. Non-reported samples shall not be intermixed in reported data files for **NMDIS** review.

e. Data from all sample runs shall be provided to **NMDIS** .

f. No more than 20% of the reported GeneMapper ID files shall have less than 5 sample profiles.

g. Number of samples reported: See #16.

h. The following documentation shall be provided/associated with the reported profiles:

On CD:

- Raw data files including all data (both good and bad)
- GeneMapper ID files: Should be in a file that contains only the samples being reported in the CMF and the associated controls and ladders
- Electronic Chain of Custody, if applicable
- CMF file ready for import into CODIS, without modification by the **NMDIS**

Hard Copy and/or Electronic (as specified by **NMDIS**):

- Documentation describing which runs the sample was in; this may be a separate spreadsheet or incorporated with the summary table (Excel).

The samples shall be sorted by data file or plate ID and then put in numerical order.

- Excel spreadsheet generated from GeneMapper ID containing a summary table for the data being reported in the CMF file, to include the NMDIS specimen ID, Vendor lab ID, plate ID and profile. The samples shall be in numerical order.
- Copies of any hand generated laboratory notes/worksheets shall be retained by the Vendor and original documents provided to **NMDIS** .
- Report of confirmed unusual profiles such as imbalance, microvarients and tri-alleles in an additional table of "Specimens Containing Unusual Profiles".
- List of failed samples along with reason for failure and documentation of efforts taken to obtain a successful profile.

i. Import files shall be in a CMF that shall not require any alteration by **NMDIS** in order to upload into CODIS. **NMDIS** will provide the Vendor their ORI number. The Vendor shall include any additional data in the CMF file requested by **NMDIS**.

j. Data files shall be electronically reported in the following two formats:
   1. One file with all raw data.
   2. One file containing only the genotyped data being reported in the CMF.

k. Data shall be reported in GeneMapper ID v. 3.2 software package to be reviewed on a Windows XP compatible computer, unless otherwise specified by **NMDIS**.

l. **NMDIS** shall be notified via e-mail when a data package has been shipped to **NMDIS**.

m. Data packages shall contain complete profiles. Final reported profiles shall not span data packages. Data packages shall be shipped by overnight carrier. Data packages shall be shall be reported back to **NMDIS** as soon as they are complete, not to exceed thirty (30) calendar days from the date of sample receipt.

24. Sample Return and Notification

Samples shall not be returned to **NMDIS.**

25. Record Retention

a. At a minimum, the Vendor shall maintain supporting documentation for the testing of the samples for a minimum of five years after the completion of the Delivery Order. This includes all records associated with the testing of samples including: worksheets and notes, chain of custody of the samples, quality control records, and administrative records. Prior to the destruction of the documentation, the Vendor shall give **NMDIS** the opportunity to receive this documentation at no additional cost. The notification of document destruction and release of records to **NMDIS** shall be made in writing via overnight carrier 90 days prior to the destruction and shall include a cover letter describing the testing and why the notification has been sent.

b. The Vendor shall comply with all sample expungement requests and expunge all records relating to a sample within 14 days of a written request by **NMDIS.** The Vendor shall provide certification of the expungement that shall be performed to the satisfaction of **NMDIS**.

c. At any time upon written notification, the Vendor shall, within 14 days, provide **NMDIS** a list of the location of all electronic and hard copy of all sample profile records (including but not limited to GeneMapper ID, Excel and .cmf files) containing **NMDIS** profiles including those located in the Vendor laboratory, on tape back-up or housed off-site. Upon written notification, the Vendor shall provide **NMDIS** the specified profile records and destroy the profiles as well as any copies of the records within 14 days. The Vendor shall provide a written certification of destruction to **NMDIS.**

26. Sample Destruction & Disclosure

The Vendor shall adhere to the following specific restrictions for destruction/disclosure of DNA samples:

a. The remaining portion of the sample shall not be returned and shall be destroyed, but only after the Vendor has received written authorization that the data has been accepted by **NMDIS**.

b. The DNA extracts and amplified product shall be destroyed, but only after the Vendor has received written authorization that the data has been accepted by **NMDIS**.

c. At the end of the period of performance and after receiving written authorization that the data has been accepted by **NMDIS,** the Vendor shall destroy remaining items listed above (a and B) and shall supply a certificate of destruction to **NMDIS**.

27. Vendor References Listing

Vendors are required to provide a list of not less than five (5), but not more than ten (10) references for contracts similar to this RFB with Federal or State governments, regarding processing of convicted offender samples for uploading into NDIS. The **NMDIS** may make calls to the referenced POC directly to inquire regarding the Vendor's technical performance under similar prior contracts.

CITY OF ALBUQUERQUE
Purchasing Division

OFFEROR COMMENTS FORM

Request Number _____

It is requested that Offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods and services you intend to provide.

Information pertains to the following (please check applicable box)

- ☐ **Equivalent Product**
- ☐ **Clarification**
- ☐ **Exception(s) to Requirements**
- ☐ **General or Miscellaneous Comments**

If additional space is required, please use reverse side of the form or attach additional document(s).

_____	_____	_____
Name of Offeror	Signature (Authorized Representative)	Date

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 if 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.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

_____

Business Type: SELECT ONE

☐ Corporation – Indicate state of corporation → _____

☐ 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 → _____

CERTIFICATIONS

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 or Authorized Individual: _____ ←

Printed Name: _____

Title: _____

Date: _____

YOUR MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

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 the 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 Ordinances (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 Ordinances (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 the Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initiated 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 prices 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 it 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 substitutes 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 the 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: It 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 safety data sheets may be required for all or part of the products included on the 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. License 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 required in writing and received in the Purchasing Office not less then 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. Submissions 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 BY THE OFFICE OF THE CITY CLERK BY EXACTLY 1:30 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.

   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:

A. 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.

B. 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:

C. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.

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 alternation 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 Preferences: 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 receipts 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. Protests 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 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 the 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 date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(6/23/2004)