

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-065-WR
TITLE: PROVIDE KITCHEN RENOVATION FOR THE ALBUQ CONVENTION CENTER
OPENING DATE: DECEMBER 14, 2005 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

WAYNE RIDDLE, SENIOR BUYER, (505)768-3377
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 DECEMBER 14, 2005

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: RFB2006-065-WR

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.
- _____ BID BOND
A BID BOND IN PROPER FORMAT MUST BE SUBMITTED WITH THIS OFFER. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY YOUR OFFER.
- _____ LICENSES AND CERTIFICATIONS
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.

PAGE 3
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-065-WR
OPENING DATE: DECEMBER 14,2005

FOR FURTHER INFORMATION
CALL WAYNE RIDDLE
AT (505)768-3377

DELIVERY DATE:
(PLEASE SPECIFY)

FOB POINT:
HARRY GORDON - ALBUQUERQUE
CONVENTION CENTER

402 2ND ST. NW
ALBUQUERQUE, NM 87102

REQUISITION NUMBER(S): P47893

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 5%

PERFORM BOND PERCENT: 100%

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: RFB2006-065-WR

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	TOTAL

			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS (6-51) AND TERMS & CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING KITCHEN RENOVATION. THE CITY INTENDS TO AWARD A CONTRACT TO THE QUALIFIED CONTRACTOR WHO PROVIDES THE LOWEST BID PRICE FOR ANY OR ALL OF THE SPECIFIED THE PRICE MODULES (ITEMS 1-14) DEPENDING ON WHICH BID RESPONSE FOR THE SELECTED ITEM(S) IS IN THE BEST INTERESTS OF THE CITY.	
	1	1.00 EA	OPTIONAL PRICE FOR MODULE 1 (REF PAGE 44):	_____

	2	1.00 EA	OPTIONAL PRICE FOR MODULE 2 (REF PAGE 44):	_____

	3	1.00 EA	OPTIONAL PRICE FOR MODULE 3 (REF PAGE 45) :	_____

	4	1.00 EA	OPTIONAL PRICE FOR MODULE #4 (REF PAGE 45);	_____

	5	1.00 EA	OPTIONAL PRICE FOR MOODULE #5 (REF PAGE 45): 44):	_____

	6	1.00 EA	OPTIONAL PRICE FOR MODULE #6 (REF PAGE 46):	_____

	7	1.00 EA	OPTIONAL PRICE FOR MODULE #7 (PAGE 46)	_____

	8	1.00 EA	OPTIONAL PRICE FOR MODULE #8 (PAGE 46)	_____

PAGE 5
 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-065-WR

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	TOTAL
	9	1.00 EA	OPTIONAL PRICE FOR MODULE #9 (REF PAGE 47)	_____
	10	1.00 EA	OPTIONAL PRICE FOR MODULE #10 (REF PAGE 47)	_____
	11	1.00 EA	OPTIONAL PRICE FOR MODULE #11 (REF PAGE 47)	_____
	12	1.00 EA	OPTIONAL PRICE FOR MODULE #12 (REF PAGE 48)	_____
	13	1.00 EA	OPTIONAL PRICE FOR MODULE #13 (REF PAGE 48)	_____
	14	1.00 EA	OPTIONAL PRICE FOR MODULE #14 (REF PAGE 49)	_____

YOUR BID RESPONSE MUST INCLUDE ALL COSTS ASSOCIATED
 WITH THE RENOVATION PROJECT, INCLUDING APPLICABLE
 TAXES, BONDS & INSURANCE.

NOTE: ADDITIONAL BID REQUIREMENTS ARE REFERENCED ON PAGES 52 & 53.

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

The City of Albuquerque

WEST CONVENTION CENTER

401 2ND STREET NW

Albuquerque, New Mexico

“Kitchen Renovation – West Convention Center”

TECHNICAL SPECIFICATIONS

A. GENERAL SCOPE OF WORK

The Contractor, under this Contract, is fully and totally responsible for the upgrade of the kitchen facility in the lower level of the west Convention Center complex, as outlined in this specification. This is a performance based specification. The Contractor is responsible for providing all labor, supervision, scheduling, materials, equipment, services, etc. The cost submitted by each Bidder shall include all overhead, profit, sub - contractor and bond and permit costs. It is the Contractor’s responsibility to ensure all inspections are scheduled, performed and passed by the appropriate legal entity having jurisdiction over the work being performed under this Contract. The Contractor is responsible for having any required inspections performed by the appropriate code enforcement organizations with the City of Albuquerque and/or the State of New Mexico. Final payment will not be made unless all mandatory codes inspections have been made and the work fully meets all applicable codes. The Contractor is solely responsible for making all field measurements to ensure that the equipment specified will fit within the allotted space. The Contractor will provide to the City and the Convention Center, prior to any work starting, detailed and measured layout drawings of the final layout of the “redesigned” kitchen, showing the location of all equipment, distances from walls, doors, remaining equipment, sinks, etc. All Bidders are reminded if they have concerns regarding the proposed equipment layout, have an alternate plan for accomplishing the project or any other concerns regarding the project they must bring it to the attention of the appropriate City and Convention Center officials prior to submitting their bid. **There will be a pre-bid meeting and inspection tour of the facility for all perspective bidders on: _____.**

Once work is started it must be diligently pursued to completion. The contractor will have a total of Twenty – One (21) calendar days, from the first day of construction, to complete the entire scope of the project, as detailed below. During the time the project is on going the contractor will have unimpeded access to the kitchen complex, 24 hours/day – 7 days/week, in order to be able to complete this project within the specified time frame. The Contractor will provide, at their cost, open top trash containers of adequate size in which to dispose of all construction debris. Said container can be stored in one of the open bays in the west loading dock.

The Contractor will warrant their work as defined in the individual work items.

B. THE WORK TO BE PERFORMED BY THE CONTRACTOR WILL BE AS FOLLOWS:

1. Remove all equipment in the kitchen in preparation of the floor resurfacing portion of the project. The only kitchen furnishings that will not be removed, but will be left in place for the floor resurfacing portion of the project will be the four (4) stainless steel sinks sections and their immediate associated counters and the two (2) large ovens that will be repaired/rebuilt in place. The sink and attached counter sections that will remain in place are: the unit located across from the westerly single section of range hood; the unit across from the two rotating ovens; the two (2) units in the food preparation area.
2. All kitchen equipment that will be reused will be store on the loading dock immediately outside the kitchen. The Contractor will take every precaution to protect this equipment while it is stored on the dock. The equipment not being reused will be immediately removed off site by the Contractor. The Contractor, as part of their bid, will provide a salvage credit to the City for that equipment that will not be reused.

3. Flooring - Option 1

Provide all labor and materials to install a ¼" colored quartz floor throughout the kitchen area, to include the walk-in coolers and all "offices". The new flooring material will be applied everywhere in the kitchen complex where there is currently a floor covering applied. The area where the new flooring material is to be applied covers approximately 12,544 SF. Special care will be taken when cleaning and applying the new floor covering to the areas under and around the four (4) sink and adjacent counter units and the two (2) rotating oven that will remain in place. The Contractor must make every effort to ensure that these areas are adequately prepped and covered with the same thickness covering as the remainder of the kitchen floor. The contractor can use a product manufactured by General Polymers Ceramic Carpet # 425, or an equally rated product from Crawford Laboratories (Florock), Edison Coatings, Inc., or an equal type and quality product of another established manufacturer. All bidders must identify with their bid what product they plan to use. The City has a right to reject any bidder's choice if it feels it will not deliver the performance or longevity that is expected. The finished floor covering will carry a full five (5) year performance warranty from the manufacturer, the installer and the kitchen renovation contractor. In addition, the finished floor covering will carry a full five (5) year additional maintenance/repair warranty from the installer and the kitchen renovation contractor. This warranty will cover any and all repairs needed to the floor during the five (5) year period, which will be at no cost to the City or the Convention Center. Any repairs needed during the warranty period will be completed within three (3) business days after notification to the Contractor by Convention Center officials. The contractor will provide two prices for the floor refinishing. Module 1 prices the floor refinishing to be done at the time of the initial kitchen renovation. Module 2 prices the floor refinishing if this work is delayed until Summer (July/August) 2006. Bidders should include in their pricing of this module the cost to remove all the kitchen equipment specified in Module 1 to the loading dock, protecting said equipment during the floor work, reinstalling all the

equipment after the floor work is completed, including reconnecting all utilities to all equipment and testing said equipment to ensure it is fully operational in accordance with the manufacturers guidelines.

In general the work will consist of the following:

- A. Shotblasting/Grinding the existing floor (all areas) for preparation for the new floor coating.
- B. Install the appropriate manufacturer's primer with broad aggregate over the surface.
- C. Apply the appropriate manufacturer's top coat resin @ 30 SF/unit (1/4").
- D. Broadcast colored quartz into the top coat.
- E. Trowel apply 4" cove base on walls using metal termination strips.
- F. Apply additional coats of resin, with broadcast colored quartz, as recommended by the product manufacturer.
- G. Apply a finish coat of resin, as recommended by the product manufacturer, to obtain desired skid resistance.
- H. Extreme care must be taken to ensure continuation of the slope of the floor to the drains and that there is adequate thickness of the resin around all floors drains.
- I. No grease trap covers or any other drain or covers on the floor will be covered with the resin. The contractor will cut out an appropriate depth around these areas to insure that there is a full thickness of resin up to these covers, etc.
- J. All work and application of product will be done in strict accordance with the product manufacturer's instructions.
- K. The contractor must ensure that the floor has the proper skid resistant furnish as water and food may be spilled on the floor during the course of the work day.
- L. The color of the new floor will be selected by the Convention Center from the manufacturer's standard product colors after contract award.
- M. The general technical specifications covering product and application of the floor covering are located in Attachment A of this document.

4. Flooring – Option 2

Provide all labor and materials to install approximately 1598 SY of Altro Safety Flooring Stronghold 30 series floor covering, color to be determined by the City after contract award, throughout the kitchen area, to include the walk-in coolers and all "offices". The new flooring material will be applied everywhere in the kitchen complex where there is currently a floor covering applied. The area where the new flooring material is to be applied covers approximately 12,544 SF. Special care will be taken when cleaning and applying the new floor covering to the areas under and around the four (4) sink and adjacent counter units and the two (2) rotating oven that will remain in place. The Contractor must make every effort to ensure that these areas are adequately prepped and covered. The contractor can use the Altro product manufactured by DuPont, or an equal type and quality product of another established manufacturer. All bidders must identify with their bid what product they plan to use. The City has a right to reject any bidder's choice if it feels it will not deliver the

performance or longevity that is expected. The finished floor covering will carry a full ten (10) year performance warranty from the manufacturer, the installer and the kitchen renovation contractor. This warranty will cover any and all repairs needed to the floor during the ten (10) year period, which will be at no cost to the City or the Convention Center. Any repairs needed during the warranty period will be completed within three (3) business days after notification to the Contractor by Convention Center officials. All surface preparation and product installation work will be done in strict accordance with the product manufacturer's instructions. If this Option is selected for use the Contractor will remove all existing cove base and apply the new floor covering up the walls 4" as the new base as shown in the manufacturer's instructions. The contractor will provide two prices for the floor refinishing. Module 3 prices the floor refinishing to be done at the time of the initial kitchen renovation. Module 4 prices the floor refinishing if this work is delayed until Summer (July/August) 2006. Bidders should include in their pricing of this module the cost to remove all the kitchen equipment specified in Module 1 to the loading dock, protecting said equipment during the floor work, reinstalling all the equipment after the floor work is completed, including reconnecting all utilities to all equipment and testing said equipment to ensure it is fully operational in accordance with the manufacturers guideline

5. Remove and dispose of all existing 2' X 4' acoustical ceiling tiles throughout the kitchen complex. Replace any broken or missing sections of ceiling grid. All sections of grid work that are repaired or replaced will be done in accordance with the manufacturer's instructions. Cover all grid work with Gridmax or equal ceiling grid covers, color white, in lieu of cleaning or repainting the existing grid work. Install new mineral based composition ceiling tiles throughout the kitchen area. The new tiles will be from the standard product line of a national manufacturer, like Armstrong, US Gypsum or equal. The new tiles will be made specifically for this type application and will have the following features: (a) humidity block, (b) bio-block, to inhibit mold and mildew and (c) a fire-guard surface. The contractor will install the new tiles in accordance with the manufacturer's instructions, cutting around sprinkler heads and all other penetrations so the finished product appears as if it was an original installation. In addition to the ceiling tile replacement the contractor will replace all lens covers on all recessed lighting throughout the area where the new ceiling is being installed. The new lens covers will be a standard "frosted" acrylic smooth face cover. Finally, the contractor will replace all "egg crates" with new 2' X 4' product. All bidders must identify with their bid what products they plan to use. The City has a right to reject any bidder's choice if it feels it will not deliver the performance or longevity that is expected. The face design or texture of the new acoustical tile will be selected by the Convention Center from the manufacturer's standard product line after contract award.
6. The contractor will repair all damaged drywall surfaces prior to repainting all the walls in the kitchen complex. All walls previously painted will be repainted. All drywall repairs will be done in accordance with the standards of the industry and the manufacturer's instructions for their products used. Prior to painting all damaged sections of drywall will be repaired. Damaged areas of drywall greater than 1' X 1' in area will be replaced with the same type and composition drywall. All replaced and repaired areas will be properly prepared prior to receiving paint. All existing painted wall areas will be washed down with a detergent such as TSP, in a properly prepared solution, prior to receiving paint. All replaced and repaired drywall sections will be primed before receiving their final coats of paint. Once the washed walls have thoroughly dried the contractor will repaint all previously painted wall surfaces with a bio-treated latex

gloss paint manufactured for this type of application, in this type environment. The contractor will apply as a minimum, two (2) coats of paint. If any additional coat of paint is needed to ensure adequate coverage the contractor, as part of their bid, will apply a third coat. Each succeeding coat of paint will be a slightly different shade from the previous coat. The paint used will be from the standard product line from a national manufacturer, such as Sherwin Williams, Benjamin Moore, Glidden or equal. The color of the final coats will be selected from the manufacturer's standard color pallet by the Convention Center. Prior to painting all existing corner guards will be removed and any drywall repairs under where the corner guards were installed completed. After painting is complete the Contractor will install new commercial grade corner guards, aluminum backed plastic, on all corners throughout the kitchen where the walls have been painted. The new corner guards will be of a commercial grade product manufactured by Koroseal Wall Protection Systems or of an equal quality, color to match as close as possible to the adjacent painted wall surfaces.

7. After completion of painting the contractor will install a 1/16" - # 304 quilted pattern fingerprint-less stainless steel backsplash behind each of the two (2) cooking lines (under the hoods) where there currently are no stainless steel backsplashes. These backsplashes will extend from the top of the toweled cove base to the bottom of the hoods. The stainless steel will be mounted to a 1/4" substrate, approved for commercial applications and installed with screws and mastic in accordance with standard installation procedures for this type of application. As a general rule the backsplashes should be drilled with a 3/16" hole in the top right and left hand corners (recommend a 3/16" x 1" or longer flat head screw). Use mollies if attaching to wall board without studs, then utilize any tile adhesive; liquid nails to adhere splash to wall. The edges of the stainless steel at the ends of the walls will be appropriately finished so there no exposed sharp edges. It will be the contractor's responsibility to field verify measurements for the areas receiving the stainless steel backsplash. The Contractor will be responsible for removing all wall penetrations (gas, electric and water) so the new stainless steel backsplashes can be flush mounted to the wall surface. The new stainless steel backsplashes will have all openings for all penetrations pre-drilled to match the penetrations. All areas around the penetrations not covered by the backsplash will be caulked with an approved silicone material for this type of application.
8. The contractor will furnish and install all the new equipment listed in Attachment B. All installation work will be in accordance with the manufacturers' instructions. Work under this heading includes the removal of the existing water softener and installation of a new Sterling Model ICT70 water softener and removal of the existing and installation of a new Insinger Model Master RC Automatic three tank rackless conveyor dish machine. Under this section the Contractor will remove the existing three (3) compartment sink located between the two main cooking lines and replace it with a new NSF rated 16 gauge three (3) compartment front to back commercial grade sink and adjacent counters that is the exact size as the existing sink and adjacent counters. The new sink will be equipped with two (2) NSF rated faucets, like the existing units, but with 10" swivel spouts with a sprayer attachment on the right hand faucet. In addition the Contractor will replace the existing faucets on the five (5) sinks that remain in place with new 10"swivel spouts (which size spout will depend on the size of the sink) NSF rated commercial kitchen grade faucets manufactured by Moen, Delta or an equal quality national manufacturer. All installations will conform to the applicable health, OSHA fire and safety codes of the City of Albuquerque and the

State of New Mexico. All installation work will be done in full compliance of all OSHA codes and requirements and must pass code inspection by the appropriate City/State authorities. In addition the Contractor will provide to the City (Convention Center) a full extended service warranty of three (3) years beyond any manufacturer's warranty which covers all parts and labor for any repair or service work needed for all the new equipment furnished under Attachment B. The Contractor under this section will also replace the existing five (5) sections of cast iron floor drain located on the southern most hot line with six (6) sections of new cast iron epoxy coated floor drain, with cut-outs to accommodate all equipment drain lines. An alternate to the cast iron could be aluminum grates, without any epoxy coating, but with the appropriate drain cut-outs. The Contractor will also install a proper drain cover for the one drain between the two (2) facing hot lines that is currently covered with a screen, in lieu of a proper drain cover.

9. The Contractor will completely repair and refurbish all the equipment listed in Attachment C. All repairs will be done in strict accordance with the equipment manufacturers recommendations. All replacement parts will be from the original equipment manufacturer or of equal or greater quality. All repairs of this equipment will be done on site. The Contractor will provide a full two (2) year parts, labor and service warranty on this rebuilt equipment, effective the date the renovation project is accepted by the Convention Center on behalf of the City.
10. The Contractor will install the new equipment and relocate the existing equipment in accordance with the layout shown under Attachment D. This includes the installation of three (3) Salvajor 2 H.P. disposals. The Contractor will also have to install additional electric to provide power to the 5 double stacked Blodgett Convection ovens.
11. The Contractor will install a total of twelve (12) commercial grade (approved for commercial kitchen usage) UL approved 110 volt/20 amp retractable electrical power cord reels over each prep table. This included replacement of the two (2) existing drop cords with the reel units. The cords assemblies will be positioned over the center of each prep table. The cords will be 30' in length. The reels will be installed in accordance to the manufacturer's instructions for use on a suspended ceiling. Each reel will be fed by an individual 20 amp electrical circuit. All electrical work will meet or exceed the City of Albuquerque's Electrical Code. The exact location of the installation of each reel will be determined by the final location of the prep tables. If there are insufficient open circuits, one for each reel, in the available electrical panels the contractor will be required to install auxiliary panels as necessary to accommodate the installation of the twelve (12) reels. The minimum requirements for the power reels are:
 - Reel mounts on ceiling for convenient storage
 - Cord pulls out of reel and locks at desired working length
 - Cord automatically retracts with a slight tug for easy windup
 - 30-foot extension cord reel for easy spooling and storage
 - 20-amp, 125-volt cord designed for medium/heavy-duty power loads

- The plug at the end of each cord will have three (3) grounded outlets.

Pricing for this element of work will be included in the price submitted in PRICE MODULE 6 – Cost for Installation of New and Reinstallation of Existing Kitchen Equipment, Labor and Materials including applicable taxes.

12. The Contractor will plumb in the sink in the counter unit located directly across from the coolers. The Contractor will also replace the faucet at this sink with a faucet assembly specified elsewhere in this document. Each steam kittle and tilt skillet will have its own individual water feed. All plumbing work will meet all applicable City Codes and include all drywall patch work to any surface that is disturbed in order to tie in the water and drain lines. Pricing for these elements of work will be included in the price submitted in PRICE MODULE 6 – Cost for Installation of New and Reinstallation of Existing Kitchen Equipment, Labor and Materials including applicable taxes.
13. The two (2) new Hoshizaki KM – 900 MAH ice machines and bins will be installed by the Contractor in the following locations:
 - A. East ARAMARK pantry.
 - B. Ballroom C.

Installation includes any and all plumbing, electrical, etc work needed. so the equipment is fully operationally. Pricing for this element of work will be included in the price submitted in PRICE MODULE 6 – Cost for Installation of New and Reinstallation of Existing Kitchen Equipment, Labor and Materials including applicable taxes.

Attachment A

Option 1

TECHNICAL SPECIFICATIONS GUIDE TO SELECTION, PREPARATION, APPLICATION AND MAINTENANCE OF EPOXY COMPOSITION SURFACING SYSTEMS

The following is a partial list of factors used to weigh selecting the polymer surfacing system for the kitchen:

a. Aesthetics

Color granule pattern

Solid color coating in color(s) as selected by the Owner

Clear finish

b. Texture/Safety Flooring system shall be designed for compliance with OSHA requirements:

40-60 mesh fine quartz texture for light anti-slip finish in pedestrian traffic areas

28 mesh color granule anti-slip surface where decorative anti-slip finish is required.

c. Flexibility High flexibility is required in some areas, especially around drains & at coved bases so movements, temperature changes & impacts won't crack or chip the surface. Flexibility is also required to reduce tendency for subsurface cracks to transmit to the surface, causing it to crack. In addition, some structures undergo high vibration or deflection and require a more flexible system to prevent cracking. If the floor develops surface cracks or chips, contamination can be drawn into the matrix or into the subsurface causing further deterioration and an unsanitary environment. Rigid systems are required for higher chemical resistance, higher scratch resistance, and to efficiently transmit loads to the rest of the structure in situations where the system has a structural role, such as in repair of columns, structural slabs and piers.

- d. Chemical resistance is the ability of the floor system to withstand exposure to cleaning compounds, water, or other materials being handled in the particular subject environment.
- e. Pitch, or the need to slope the floor toward drains so that cleaning and rinsing water doesn't stand and allow bacteria to breed, will help determine whether a trowel-grade mortar must be installed as part of the flooring system. Sloping with concrete is less expensive than sloping with epoxy mortar, and is preferred when under new construction, but in restoration work the time delay for concrete curing (28 days) may not be possible.
- f. Coved bases at wall/floor joints are required in sanitary areas such as food processing plants or laboratory animal rooms so that contamination doesn't stand in corners or at edges of floor.
- g. Structural: Maximum expected service load must be calculated, and flooring system design capacity should be at least three times this anticipated maximum or as otherwise required by State and local building codes. This includes evaluation of not only the type of traffic (heavy vs. light) expected, but also subfloor strength, its structural supports, all static and dynamic loads, as well as the strength of the epoxy composition floor system itself. In renovation or restoration projects, the condition of the substrate and the need for any structural repairs must be considered.
- h. Heat: Most standard Bisphenol A epoxies soften at 110-160F. Service exposures in excess of this range require the use of harder, higher temperature resistant epoxies, such as epoxy novolacs.
- i. Thermal Shock: Rapid temperature change creates stresses which must be considered in a number of applications, including:
- Coolers & freezers
 - Floors which will be hot water washed or steam cleaned regularly
 - Floors near heat-releasing equipment which operates intermittently, such as batch dryers and ovens
 - Exterior applications subject to wide temperature swings
- j. Sanitation/Permeability While surface texture also impacts on ease of cleaning; permeability is the single most important factor affecting both sanitation and rates of deterioration of surfacing systems and concrete subsurfaces. The ratio of the polymer to aggregate/filler is the most important factor in achieving a non-porous, impenetrable surfacing system.

k. Environmental Requirements Volatile Organic Compounds content (V.O.C.) is regulated in many areas by law, and industrial maintenance coatings must comply with the maximum allowable solvent content where so regulated. Odors pose other potentially serious problems in both new construction and renovation work, as personnel detecting typical solvent and some polymer odors are likely to protest a perceived hazardous material exposure, even if exposure levels are below the permissible OSHA limits. Odorless or low odor systems should be specified wherever exposure of non-installer personnel is likely.

l. Aggregates: Aggregates/Fillers are initially important for reducing stress caused by the resin/hardener polymerization reaction and the heat released by that reaction. After the reaction, aggregates/fillers contribute to thickness, texture, appearance and abrasion resistance. The following aggregates are commonly used:

Quartz: High purity silica sand in various particle size ranges.

Colored Quartz: Silica particles with colored coating, usually in 12 or 28 mesh sizes, used for their decorative appearance in combination with clear resin while providing non-slip texture.

Aluminum oxide/ carborundum: Harder than quartz, used for non-slip texture and high abrasion resistance in heavy abrasive environments.

Glass beads, walnut shells, metallics: Special purpose aggregates for increasing light reflectance or other special purpose applications.

m. Thickness/Film Build

The number and types of coatings used will determine overall system build or thickness. Some common types include:

Sealer (Primer): 5-10 mils thickness, used for penetration into concrete to bond subsequent layer, to prevent dusting, or to prevent vapor transmission

Coating - with optional anti-slip aggregate: 10-50 mils thickness, for use as a thin layer of protective surfacing or as a topcoat in a composition system (topping).

Topping: 50-250 mils thickness, used for the following applications:

- High traffic with turning
- High impact resistance
- Thermal shock resistance
- Maximum chemical resistance
- Color pattern & texture variations
- Maximum durability

SPECIFICATION FOR EPOXY QUARTZ COMPOSITION FLOORING SYSTEM

a. Epoxy composition flooring system shall be a resin rich composite consisting of:

1. Low viscosity clear epoxy primer, for maximum bond potential.
2. 100% solids epoxy mortar underlayment for cracked, spalled or depressed area patching; for sloping & pitching to drains; for forming cove bases; for sealing around drains 100% solids resin rich epoxy mortar matrix layer with high polymer to aggregate ratio for thickness & texture
3. Two 100% solids topcoats for final seal and texture

b. Primer (Subsurface conditions dictate the selection of an appropriate primer. Check one of the following.)

1. Highly polished, dense concrete shall be primed using a water or solvent thinned 30% solids epoxy with chemical coupling agent additive designed to promote chemical bond to bare concrete.
2. Worn, spalled, very porous concrete shall be primed using 100% solids epoxy primer.
3. Bonding to oil saturated concrete, after chemically removing as much contamination as possible and mechanically abrading, shall be enhanced by utilizing a special oil tolerant, 100% solids modified epoxy primer
4. Damp subsurfaces shall be primed for adequate adhesion, when time won't permit thorough drying, with waterborne or moisture insensitive epoxy primer. This technique must be limited to applications which will not result in encapsulation of moisture in concrete or the creation of negative side hydrostatic force behind the epoxy composition flooring system.
5. Very smooth, non-porous subsurfacing, such as glazed tile, shall be prepared for excellent adhesion by first treating with a ceramic etch compound and then priming with epoxies that contain additional wetting agents and chemical coupling agents.

c. Special Polymer Underlayments

The following special purpose polymer underlayments shall be used as applicable. (Check all that apply.)

__100% solids elastomeric epoxy membrane and underlayment with long term flexibility shall be used to provide waterproofing of small working cracks, and to act as a stress relieving / stress absorbing base coat between substrate and flooring, and to enhance bond potential. 100% solids elastomeric epoxy mortar shall be used for patching, joint nosing repair, for forming wall/floor intersecting coved base radius and for filler around drain housings (see accompanying detail sketches). Polymer to aggregate ratio shall be 1:2 by weight.

__Expansion joint treatment: See accompanying detail sketches.

__Pitching and sloping shall be performed using semi-rigid, 100% solids epoxy combined with graded, high density quartz aggregate with polymer to aggregate ratio of 1 to 4 by weight. At perimeter of the room where thicker section of mortar is required, the polymer to aggregate can be lowered to 1 to 6 and the matrix can be extended with larger, pea gravel aggregate.

__Thin section pitching mortar - from 2" to "feather" edge - shall be prepared using higher polymer to aggregate ratios with smaller aggregates. See accompanying detail sketches.

NOTE: If the floor surfacing system requires pitching or sloping, first prime the subsurface, do all patching, crack repair, & drain detail work, then install pitching & sloping mortar, then install 100% solids elastomeric epoxy layer, then proceed with the matrix (body) layer

d. Matrix Layer

Matrix layer shall be prepared using semi-rigid, 100% solids, cycloaliphatic amine cured epoxy with standard grade 28 mesh quartz (or colored quartz for multi-color pattern floors). Polymer/aggregate ratio to be 1:2 by volume, which will produce the required impermeable, non-porous surface. For forming vertical surfaces use semi-rigid, 100% solids cycloaliphatic amine cured epoxy and aggregate composition with polymer/aggregate ratio of 1 to 4, or polymer/aggregate ratio of 1 to 3 with thixotropic agent such as fumed silica added to the matrix composition.

e. Topcoats

Use semi-rigid, 100% solids cycloaliphatic amine cured epoxy without aggregates or fillers. Use clear epoxy for multi-colored quartz patterns and use pigmented epoxy in color selected by Owner for solid-colored floors. Note: For rough textures, apply single topcoat 15 mils thick; for smoother textures, apply second topcoat at 10-15 mils thick For areas subjected to constant temperatures greater than 1600F, use 100% solids Novolac epoxy for the topcoat and in the matrix layer. In areas that may require greater chemical resistance, please consult with flooring system installer and manufacturer for assistance in selection of appropriate material for the specific chemical exposure.

CONCRETE SUBSURFACE PREPARATION

- 1 The objective of subsurface preparation is to provide maximum chemical and mechanical bond potential between the cured concrete subsurface and an epoxy overlayment.
2. The concrete must be made clean, dry, free of any oil, grease or other bond breaking contamination.
3. New concrete subsurfaces must be cured for at least 28 days, or longer, if required to reach full design strength and low enough moisture content to permit overlayment (<3%).
4. The prepared concrete subsurface must be treated to provide an etched, porous, "toothy" profile (subsurface profile to be equal to #40-#60 mesh graded sand or sandpaper); yet be structurally and integrally sound.

PROCEDURES

1. Chemical Preparation
 - a. Thoroughly scrub with heavy-duty detergent or cleaners appropriate to emulsify the particular contamination present.
 - b. Thoroughly rinse with clean water. Repeat this procedure as required to remove contamination. Remove rinse water by forcing to appropriate drains or by power vacuum. Perform all chemical cleaning in strict accordance with federal, state and local regulations, which prohibit introduction of certain chemicals and contaminants into sewers, open bodies of water and into the ground.
 - c. Spread acid solution by sprinkle can and scrub into concrete with stiff broom or power scrubber. Use 25% aqueous solution of HCl (muriatic acid) cut 4 or 5 to 1 with water. (Alternatively, to minimize potential damage to metal equipment adjacent to area being prepared, or to steel reinforcement, use 40% phosphoric acid).
 - d. Thoroughly rinse with clean water. Repeat this procedure as required to remove contamination & acid residue. Remove rinse water by forcing to appropriate drains or by power vacuum. Allow to dry.
 - e. For oil, fat and grease saturated concrete (whether saturated by petroleum based or other organic fatty esters) both mechanical and chemical preparation procedures may be required, as well as mechanical keying.

2. Mechanical Preparation

a. Shotblasting using steel shot and self-contained abrasive blasting equipment, such as Blastrac, is the preferred method of mechanical preparation. Blasting should be performed so as to leave clean, "white" concrete with a uniform stipple finish. This method is generally limited to horizontal surfaces not within 4-6 inches of walls, columns or other fixed obstructions. Additional mechanical methods must be used to supplement preparation for areas not within reach of the shotblasting equipment. Any contaminants which remain after shotblasting may require chemical removal, as described above.

b. Sandblasting, or use of other pneumatically impelled abrasive media, is another acceptable method of preparing both vertical and horizontal surfaces. Care must be taken to provide a uniformly textured surface. All spent abrasive media and loosened concrete particles must be carefully removed following blasting using vacuums and brushes.

c. Scarifying, using motorized scarification equipment, generally incorporating rotating banks of hardened, star-shaped steel teeth, is particularly useful when high builds of soft materials must be removed. These may include asphalt adhesives or mastics, elastomeric coatings which do not respond to shotblasting, or unsound thin cementitious overlayments. Scarifying generally leaves a more deeply scarred subsurface, which must then be leveled in the course of overlayment if a uniform finish is to be achieved. Scarifying may result in incomplete removal of penetrated materials, and must then be supplemented by other chemical or mechanical processes.

d. Sanding, or surface abrasion with heavy grit media is often used to reach corners and edges in conjunction with shotblasting. It is also useful when recoating sound epoxy surfaces to improve intercoat bonding when removal down to subsurface is not required or desired.

3. Mechanical Keying is sometimes used in conjunction with other methods to increase contact area between substrate and topping, thereby increasing adhesion. One method of keying is by providing criss-crossing sawcuts (1/4" deep) to create maximum bond potential. Another method is by chiseling parallel grooves in the subsurface. This procedure should be used when substrate surface strength is marginal or when trying to overcome some residual surface contamination.

4. Edge Detailing: All leading edges, around drains, joints and cracks should be saw cut and chiseled to key epoxy overlayment into concrete subsurface.

5. Do Not Rely on the inherent porosity of poorly finished, broom finished, or bull float finished concrete. These conditions will not provide adequate, structurally integrated bond potential.

INSTALLATION OF EPOXY COMPOSITION FLOORING

GENERAL

1. Provide all labor, equipment, supervision and technical support services as required to provide complete, finished epoxy composition flooring installation in accordance with the project documents and professional workmanship standards.

INSPECTION OF SUBSURFACE & PROJECT SITE

1. Prior to authorizing the epoxy flooring system contractor to start work, it shall be the responsibility of the Owner or Owner's authorized representative to confirm/provide the following:

a. New concrete has been adequately cured for a minimum of 28 days, to a minimum of 3,500 psi compressive strength, and dried to maximum moisture content of 3%.

b. Slabs on grade have been poured over properly drained and graded fill, with an effective polyethylene vapor barrier. Puncturing of the vapor barrier shall not have been permitted. Maximum vapor transmission of 3 lbs. per 1000 sq. ft. per 24 hours shall be established by calcium chloride test.

c. The use of concrete curing agents, if any, have been only as directed by the epoxy flooring system manufacturer. Use of curing compounds has been permitted only with written approval from epoxy flooring manufacturer.

d. The area to be surfaced has adequate protection from roof leaks, and shall be protected from traffic, construction dust & debris from other trades, or any other conditions which may result in damage to epoxy flooring work in progress.

e. Remove all moveable equipment & provide adequate heat, light, water source, & container for refuse removal.

2. Flooring system contractor shall perform inspection of actual site conditions prior to start of work to verify that the work done under other sections meets all epoxy flooring system requirements. Contractor shall examine the areas and conditions where the epoxy flooring is to be installed and notify the Owner or Owner's representative of conditions detrimental to the proper and timely completion of the work. Contractor shall not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor, Owner and system

manufacturer.

SUBSURFACE PREPARATION

Refer to Section 2.0, Concrete Subsurface Preparation. Shot-blast, acid etch or power scarify as required to obtain maximum bond of flooring to concrete. Remove sufficient material to provide a sound surface free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminants. Repair damaged and deteriorated concrete to restore sound condition.

INSTALLATION

1. General: Apply each component of epoxy flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of thickness specified, uninterrupted except at types of joints indicated or recommended by flooring system manufacturer.
2. Primer: Mix and apply primer over properly prepared substrate in strict conformance with manufacturer's installation procedures and coverage rates. Coordinate timing of primer application with application of subsequent layers to ensure optimum adhesion between resinous flooring materials and substrate.
3. Underlayments.
 - a. Fill all stress cracks, control joints, gouges, and spalled areas with 100% solids elastomeric epoxy mortar. Apply by trowel & strike off even with edge of concrete. Apply flexible fiberglass mat saturated with 100% solids elastomeric epoxy to all joints or cracks wider than 1/8".

Coverage Rate - as required to fill

Thickness - as required to fill

Polymer to Aggregate/Filler Ratio

Cracks & Joints - 1 to 2 by volume

Gouges & Spalled Areas - 1 to 3 by volume

4. Chisel all transition edges to a depth of at least 1/4" & a width of at least 2" (from transition edge). Chisel & remove concrete from around drains or along drain troughs approximately 1/2" deep by 1" wide. Fill with 100% solids elastomeric epoxy mortar.

Coverage Rate - as required to fill

Thickness - as required to fill

Polymer to Aggregate Ratio - 1:2

5. Install pitching (sloping) 100% solids epoxy mortar to achieve 1/8" per lineal foot slope to drain or drain trough as required- uniformly spread mortar over primed substrate by hand trowel and/or screeds - key the pitching mortar into the substrate 6" back from edge of drain housing

Coverage Rate - as required

Thickness - from 0 (6" back from edge of drain) to required height at wall to achieve required slope

Polymer to Aggregate Ratio - approximately 1 to 4

6. Form coved base radius with 100% solids elastomeric epoxy mortar, then form coved base as required (4" to 8" high) with 100% solids epoxy mortar with hand held cove tool

Coverage Rates -

Liquid components: 40 sq. ft. /gal.

Epoxy/Aggregate Mortar: 12-13 sq.ft./gal.

Thickness - 125 mils

Polymer to Aggregate Ratio - 1 to 4

7. Apply layer of 100% solids elastomeric epoxy by notched trowel (then back roll to level if required) then broadcast grade 28 quartz aggregate into uncured polymer to saturation.

Coverage Rates

Liquid components - 80 sq. ft. /gal.

Quartz aggregate - 1 lb. /sq. ft.

Thickness - 50-60 mils

Polymer to Aggregate Ratio - 1 to 2 by volume

8. Body Matrix Layer: Apply 20 mil layer of 100% solids epoxy (liquid components only) using notched trowel over entire area. Allow initially covered area to self level and allowing for a 1 to 2 ft. wet edge without any aggregate to provide a smooth transition to next pass of neat epoxy, broadcast grade 28 quartz aggregate into the applied epoxy to saturation allow to cure. Sweep off excess aggregate, and repeat the above procedure until body matrix layer reaches a total thickness of a minimum of 125 mils. After curing, lightly hand stone any imperfections until even surface texture is achieved.

Coverage Rates

Liquid components - 80 sq. ft. /gal. for each layer

Aggregate - 1/2 lb./sq. ft. for each layer

Thickness - 125 mils (1/8")

Polymer to Aggregate Ratio - 1 to 2

Note: Total thickness of system at this point to be minimum of 185 mils or approximately 3/16" including the elastomeric epoxy layer, but not including the pitched epoxy mortar bed (if utilized).

Alternate Method: Apply single slurry/broadcast by hand trowelling a mixture of 100% solids epoxy and quartz aggregate at a ratio of 1 to 1 by volume to a thickness of about 65 mils, then broadcasting more quartz aggregate to saturation - this method should be employed only when project timing is critical - this method might save one day in total application time, but might leave an uneven appearance.

9. Topcoat(s): Apply 100% solids epoxy (liquid components only) by squeegee, then back roll with short napped roller to insure a uniform surface texture. Repeat as required to achieve desired texture. One topcoat will provide an anti-skid surface - two topcoats will provide a smoother, more easily cleaned subsurface.

Coverage Rates -

First topcoat - 100-125 sq. ft. /gal.

Second topcoat - 150-175 sq. ft. /gal.

Thickness - 15-20 mils

Polymer to Aggregate Ratio - does not apply; only liquid components are used.

10. Vertical Surfaces, Coved Base & Wainscot:

a. Fill all cracks, gouges and spalled areas with 100% solids elastomeric epoxy mortar. Apply by trowel and strike off even with edge of concrete.

Coverage Rate - as required to fill

Thickness - as required to fill

Polymer to Aggregate/Filler Ratio - approximately 1 to 3 by volume

b. Apply layer of 100% solids elastomeric epoxy (primer/membrane) by roller, then lightly scatter grade 28 or grade 40 quartz aggregate into the uncured epoxy at a rate of 1/4 to 1/2 lb. per sq. ft.

Coverage Rate - 150-175 sq. ft. /gal.

Thickness - approximately 12 mils

Polymer to Aggregate Ratio - 1 to 1 by volume

c. Before above layer of 100% solids elastomeric epoxy cures, apply 4" to 6" wide flexible fiber tape to inside corners of wall/floor intersection and across any cracks or joints wider than 1/8". Embed flexible fiber tape into uncured epoxy and apply additional layer of 100% solids elastomeric epoxy into and over tape with brush or roller.

Coverage Rate - 80 sq. ft./gal.

Thickness - 50-60 mils

Polymer to Aggregate Ratio - does not apply; only liquid components are used.

d. Apply mortar consisting of 100% solids epoxy and quartz aggregate by trowel. Form radius at base of walls and equipment pads with coved base trowel

Coverage Rate - 40 sq. ft. /gal. - liquid components, 12-13 sq. ft. /gal. of epoxy aggregate mortar

Thickness - 125 mils

Polymer to Aggregate/Filler Ratio - 1 to 4 by volume

e. After the above matrix has cured, apply two coats of 100% solids epoxy by roller (an anti sag additive may be added to prevent running)

Coverage Rate -

1st coat - 100-125 sq. ft. /gal.

2nd coat - 150-200 sq. ft. /gal.

Thickness - average 25 mils

Polymer to Aggregate Ratio - does not apply; only liquid components are used

CURING & PROTECTION

Allow flooring system to cure undisturbed for at least 24 hours after application of final coat. Semi-rigid epoxy coatings require 7 days at room temperature to reach nominal design strength, and flexible epoxies may require longer periods to reach nominal full cure. Lower temperature extends curing times, and a useful rule of thumb is that cure time requirements double for every 15-20 degrees F drop below room temp.

If surfaces will be exposed to other construction trades, cover with plastic (polyethylene) sheeting & fiberboard during all other construction until ready for use. Place polyethylene in direct contact with epoxy flooring before covering with protection board.

Option 2**PART 1 – General Information**

- A. This section includes labor, materials and other services necessary to complete resilient sheet flooring, slip resistant sheet vinyl safety flooring systems and accessories work.
- B. Conform with requirements of all Sections of Division 1, General Requirements, as it applies to the work of this Section.

SYSTEM DESCRIPTION

- A. Performance Requirements: Provide slip resistant sheet vinyl safety flooring which has been manufactured and installed to maintain performance criteria stated by manufacturer without defects, damage or failure.

SUBMITTALS

Include requests for relevant data to be furnished by the bidders at the time of bid submission.

- A. Product Data: Submit manufacturer's current printed product literature, specifications, installation instructions, and field reports.
- B. Shop drawings to be submitted by Contractor for Owner approval before start of flooring installation. Submit shop drawings to indicate materials, details, and accessories. Procedures including but limited to the following:
 - 1. Submit a cut diagram indicating seam locations and roll direction. Use mitered seam layouts for corners when changing directions 180 degrees (e.g. when running material down corridors which bisect at a right angle), unless approved otherwise.
- C. Samples: Submit duplicate 12" x 12" (300 mm x 300 mm) sample pieces of sheet material, 12" (300 mm) long [gulley edge] [cap strip] [joint cover strip] [cove former] in accordance with Section 01330 - Submittal Procedures.
- D. Quality Assurance Submittals: Submit the following:
 - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2. Manufacturer's Instructions: Current published manufacturer's installation and maintenance instructions.
 - 3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.
- E. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.

1. Training: Installer must have attended the product manufacturer's safety flooring installation training clinic.
- B. Regulatory Requirements: Provide slip resistant sheet vinyl safety flooring in compliance with the following:
1. Americans with Disabilities Act Architectural Guidelines (ADAAG).
 2. Occupational Safety & Health Administration (OSHA).
- C. Mock-ups: Install at project site a job mock-up using acceptable products and manufacturer approved installation methods, including concrete substrate testing. Obtain Owner's and Consultant's acceptance of finish color, texture and pattern, and workmanship standards.
1. Mock-up Size: 3' X 3'.
 2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
 3. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.
- D. Pre-installation Meeting: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

DELIVERY, STORAGE & HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Deliver, store and handle resilient flooring materials in accordance with Manufacturer's instructions.
- C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Store materials protected from exposure to harmful weather conditions, at temperature and humidity conditions recommended by

manufacturer.

- E. Store rolls in dry locations. Stand rolls on end. Protect and secure rolls from falling.

WASTE MANAGEMENT AND DISPOSAL

- A. Deposit all packaging materials in appropriate container on site for recycling or reuse.
- B. Avoid using landfill waste disposal procedures when recycling facilities are available.
- C. Keep all discarded packaging away from children.

PROJECT CONDITIONS

- A. Temperature Requirements: If storage temperature is below 65F (18C), the approved safety flooring product must be moved to a warmer place and allowed to reach this temperature before unrolling or installation. The room temperature must not be below 65F (18C) and the floor temperature 50F (10C). For further information, refer to current manufacturer's Installation Guide.
- B. Maintain air temperature and structural base temperature at flooring installation area between 65F (18C) and 80F (26C) for 48 hours before, during and 24 hours after installation.

WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
- C. Warranty Period for approved product shall be 10 years commencing on Date of Substantial Completion.

EXTRA MATERIALS

- A. Provide extra materials of resilient sheet flooring and adhesives.

- B. Provide 25 sq ft of the type flooring material installed for project for maintenance use.
- C. Provide 100 sq ft of extra material in one piece and from same production run as installed materials.
- D. Clearly identify each roll of sheet flooring and each container of adhesive.
- E. Deliver to Convention Center, upon completion of the work and store where directed.

Part 2 – Product

- A. Manufacturer: Altro.
WESTERN USA: 467 Forbes Boulevard, South San Francisco CA 94080 Toll-free: 800.941.1696 Tel: 650.941.1696 Fax: 650.941.2961
- B. Approved Alternate – Bidders must specify proposed flooring product/system to be used in bid.

SAFETY REQUIREMENTS OF FLOORING OF PRODUCT USED

The flooring material used in this project must be composed of a combination of high quality vinyl content, aluminum oxide and colored quartz grains throughout the thickness, silicon carbide grains in the surface layer and a non-woven polyester/cellulose backing with glass fiber reinforcement. All flooring must meet the requirements of ASTM F1303, Type 2, Grade 1, Class A backing. All flooring material must incorporate within the product a bacteriostat to give the exposed surface excellent antibacterial activity and protection against fungal activity.

- A. Slip Resistant Sheet Vinyl: To ASTM F1303, Type 2, Grade 1, sheet vinyl flooring with moisture resistant backing Class A. Static coefficient of slip resistance in excess of 0.6 when tested in accordance with ASTM D2047, integrated bacteriostat, color selected by Convention Center.
- B. Acceptable material: Altro Stronghold 30 or equal product from a national manufacturer of this type of product:
 1. If the Altro product is used it will be: K30262 Russet: Thickness: 0.12” (3 mm); Roll Width: 6' 7" (2 m); Roll Length: 49' (15 m); Roll Weight: 286 lb (130 kg); Slip Resistance (Dry): 0.92.

ACCESSORIES

- A. Vinyl welding rod: Acceptable material:
 - 1. Altro weld rod or equal
- B. Cove former: Acceptable material, sized to suit application:
 - 1. Altro Cove former [20R - 24 mm (1") radius] [38R - 45 mm (1.75") radius] or equal.
- C. Gulley edge: Acceptable material, vinyl, sized to suit application:
 - 1. Altro Gulley Edge [GE 35/25] [GE 35RE] [GE 25RE] or equal.
- D. Cap strip: Acceptable material, sized to suit application, [Vinyl] [stainless steel]:
 - 1. Altro Cap Strip [C4] [C7] [C8] [C11] or equal.
- E. Joint cover strip: Acceptable material, vinyl, sized to suit application:
 - 1. Altro Joint Cover Strip [EJC75/20] [EJC50/20] [EJC75/32] or equal.
- F. Acrylic Adhesive: For dry areas with no spillage, use Ecofix, a one-part, water-based, acrylic adhesive as recommended by manufacturer or equal.
- G. Polyurethane Adhesive: For areas subjected to spillage, extreme temperature changes or heavy rolling loads, use Altrofix 30 or 300, a two-part resin-based polyurethane adhesive or equal.
- H. Subfloor Filler and Leveler: Use only gray Portland cement-based underlayments, and patching compounds or specific materials specified by product manufacturer. Use for filling cracks, holes or leveling. White gypsum materials are not acceptable.
- I. Metal edge strips:
 - 1. Aluminum extruded, smooth, [mill finish] stainless steel with lip to extend under floor finish, shoulder flush with top of adjacent floor finish.

SOURCE QUALITY

- A. Source Quality: Obtain safety flooring products from a single manufacturer.

PART 3 – Project Execution

MANUFACTURER’S INSTRUCTIONS

- A. Compliance: Comply with manufacturer’s product data, including product technical bulletins, product catalog, installation instructions and product label instructions for installation.

EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer’s instructions.

SUBFLOOR PREPARATION

- A. Remove ridges and bumps.
- B. Apply subfloor filler to low spots and cracks to achieve floor level to a tolerance of 1:1000, allow to cure. Never install approved flooring product over gypsum-based toppings, underlayments, leveling or patching compounds.
- C. Meet ASTM F710 Standard for Concrete or other monolithic floors. Use Subfloor treatment for existing surfaces, only when required.
- D. Prepare and seal porous and powdery concrete surfaces in accordance with flooring manufacturer’s written instructions.
- E. Ensure concrete slopes to drains and other floor sinks.
- F. Remove dust, old adhesive, paint, dirt, wax, sealer and foreign matter from existing surfaces.

PREPARATION

- A. Safety flooring shall be installed over subfloors conforming to ASTM F710 for concrete and other monolithic floors.

- B. Maintain air temperature and structural base temperature at flooring installation area between 65F (18C) and 80F (26C) for 48 hours before, during and 24 hours after installation.
- C. Perform moisture tests on concrete floors regardless of the age or grade level. Verify concrete substrate is dry in accordance with the RFCI Industry Standards Slab Moisture Test Method (Calcium Chloride Method), in strict accordance with instructions.
- D. Perform moisture condition test in each major area. A minimum of 1 test per 93 m² (1000 sq ft), prior to installation. Moisture emissions from concrete subfloors must not exceed 3 lbs per 1000sf per 24 hours (1.4 kg H₂O/24 hr/93 m²) for acrylic adhesive and 5lbs for polyurethane adhesive via the Calcium Chloride Test Method (ASTM F1869). If subfloor moisture exceeds the allowable maximum for installing Altro flooring, please call your local Altro distributor for advice.
- E. Conduct moisture tests around room perimeter, at columns and where moisture may be evident.
- F. Perform alkali tests to ensure pH levels of concrete subfloor surface do not exceed pH 9.9. Concrete must be neutralized if above pH 9.9.
- G. Do not proceed with work until results of moisture condition and/or pH tests are acceptable.
- H. Underlayment and Patching Compounds: Use only grey colored Portland cement based underlayments; patching compounds are used for filling cracks, holes and leveling. White gypsum materials are not acceptable.

INSTALLATION

- A. Safety Flooring Installation: Install approved flooring product in accordance with the current published manufacturer's Installation Guide. Seams shall be heat welded only with manufacturer's approved weld-rod material. Failure to install flooring in accordance with manufacturers recommended procedures will be cause for the City to reject the flooring installation.
- B. Drains: Fit flooring material and mechanically fasten to drain outlets to ensure a permanent, watertight installation.
 - 1. Existing Drains: When existing drains are to be used, provide mechanically fastened stainless steel drain rings over all round drain outlets. Fit rings over slip resistant sheet vinyl safety flooring and permit inside diameter that will allow clean out plate to be removed after installation. Drill into concrete to accommodate lead or plastic anchors. Screw drain rings to create a tight seal with beveled head stainless steel screws.

2. Square and Rectangular Drains and Floor Sinks: Install manufacturer's approved Gully Edge around perimeter of drain which has been set in concrete in accordance with the flooring manufacturer's Installation Guide. Provide stainless steel strips, mechanically fastened with stainless steel screws. Use stainless steel strips in other areas where it is not practical to use a Gully Edge.
- C. Coved Installation: Where flooring is coved up wall surfaces and other abutments, installation shall be in accordance with manufacturer's safety flooring Installation Guide using the following accessories:
1. At standard wall finishes: Use manufacturer's approved vinyl cap strip to accommodate sheet vinyl to a height as indicated; adhere with contact adhesive.
 2. At ceramic tile, manufacturer's approved semi-rigid wall cladding or FRP paneling: Use manufacturer's approved Vinyl Captile Strip.
 3. At 0.75" (19.1 mm) radius coving at juncture of vertical and horizontal surfaces: Use manufacturer's approved Vinyl Cove Former 20R: install with contact adhesive.
 4. At 1.5" (38 mm) radius coving at juncture of vertical and horizontal surfaces: Use manufacturer's approved Vinyl Cove Former 38R: install with contact adhesive.
 5. Top set cove base: Install in accordance with manufacturer's instructions.
 6. Reducer strip – Use the manufacturer's approved reducer strip where safety flooring will not adjoin other materials or surfaces.

FIELD QUALITY REQUIREMENTS

- A. Manufacturer's Field Services: The Contractor at the request of the Convention Center will provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
1. Site Visits: Three (3) site visits for inspection purposes. The first when sub-floor preparation is complete, prior to installation of new safety flooring. The second at 50% completion of the application of the safety flooring to insure the product is being installed in accordance with the manufacturer's instructions. At the completion of the flooring to ensure all work has been done in accordance with the manufacturer's instructions. At that time, if the job has been successfully completed, the manufacturer's representative will issue a letter to the Convention Center, stating same. The date of this final inspection/acceptance on behalf of the product manufacturer will be the start date of the warranty period.

CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas.
 - 1. Repair or replace damaged installed products.
 - 2. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.
 - 3. Remove construction debris from project site and legally dispose of debris.

PROTECTION

- A. Cover and protect finished installation from damage from other trades using a non-staining, temporary floor protection system, such as a reusable textured plastic sheeting.
- B. Protection:
 - 1. Protect the newly installed flooring from foot traffic for 24 hours and heavy rolling traffic for 72 hours.
 - 2. Protect installed product and finish surfaces from damage during construction in accordance with section 01760 - Protecting Installed Construction.

END OF OPTION 1 & 2 SPECIFICATIONS

ATTACHMENT B

All equipment and hardware will be NFS rated. The contractor will furnish and install the following new equipment:

Equipment Item	Supplier	Item No.	TOTAL
Sprayer	T&S	brass model #BG-0123	3
6 burner oven unit with 6" legs, single shelf and curb mount	Montague	#136-5/30,000BTU	2
Tilting Steam Kettle - 60 gallon	Valcan	VGLT60	1
Char broiler 48" with optional equipment stand	Montague	UFLC-48R	2
Convection Ovens	Blodgett	261 Zephaire G DBL (gas)	5
NSF SS prep table 14'6" custom table 14ga. Top 42" deep - no backsplash - with full bottom shelf	Interfab Custom or Equal	work table	4
NSF SS prep table 8' custom table 14ga. Top 42" deep - no backsplash - with full bottom shelf	Interfab Custom or Equal	work table	2
Flat top grill 36" oven model with 6" legs, single shelf and curb mount	Montague	136-8 Legend	2
New three (3) compartment NSF approved 16 gauge sink with two drain boards, two (2) faucets and one (1) sprayer attachment. New unit to match in size and quality the existing unit.	National Manufacturer such as: Lambertson, LaCrosse, SSP, Supreme Metal		1
New faucets, one each for the four existing sinks, All with 10" swivel spouts.	T&S, Moen, Delta or equal		5
Dishwasher	Insinger	Master RC Automatic Three Tank Conveyor Dishwasher	1
Water softener	Sterling	ITC70	1
Deep Fryer	Pitco	4-SG14RSSTC-S/FD	1

Food Cutter with chopper/veggie slicer attachment	Hobart	84186	1
Carter-Hoffmann slow cook and hold cabinet	Carter-Hoffmann	CH18	2
Slicer	Hobart	HOB 2712E-1	1
Carter-Hoffman Hot Boxes	Carter-Hoffman	BB150	15
Speed Racks	Metro Industries	RT183N	40
Speed Racks	Metro Industries	RD27N	15
Shelving for Walk-ins and Dry Storage	Cambro	CSA48606	16
Shelving for Walk-ins and Dry Storage	Cambro	CSU48606	6
Stainless Steel shelving and pot rack	Cambro	CSU54607	2
Service Cart	Cambro	BC2354S	4
Queen Mary's	New Age Industries	1451	8
Disposals with sink mount - 2 H.P. - installed	In Sink Erator	SS - 200	3
Tilting Skillet	South Bend	BGLT-40	2
Robo Coupe	Robo Coupe	R 301UC	1
Ice Machines with bins	Hoshizaki	KM - 900 MAH	2
Steamer	Groen	HY - 12G	1
Plate Conveyer	Avtec	CFBS	2
ChefTec Food Prep Blender	Blendtec	BLE - A1- 72D -13P	4

NSF approved commercial grade locking casters will be installed on all new kitchen equipment on which locking casters are not installed, to facilitate the movement of the equipment for cleaning. All locking casters will be of the type approved for the particular piece of equipment by the equipment manufacturer.

ATTACHMENT C

The contractor will repair, refurbish and modify the following existing equipment:

Equipment Item	TOTAL
Install quick disconnect locking caster on all equipment.	All equipment not so equipped
Repair both rotating ovens – Manufacturers	
1. Cutler -	1
2. Meddlesby - Marshal	1
Tune up existing Hobart mixer	1
Replace 2' drain assembly – Groen Tilt Kettle	1

The Contractor will perform all needed repairs (rebuild) on both rotating ovens so when work is completed they are in like-new operating condition. Repairs will consist, at a minimum, of replacing the following:

1. Cutler Revolving Oven
 - a. 12 ea. Arms, Shelves 2 ea. per pair Shelf X 6 shelves.
 - b. 12 ea. 7/8" Spider Bushings, 2 ea. per shelf X 6 shelves.
 - c. 12 ea. 5/8" Ring Bearings, 2 ea. per shelf X 6 shelves.
 - d. 2 ea. Stabilizer roller assemblies.
 - e. 2 ea. Idler Roller assemblies.
 - f. 2 ea. Bearing assemblies, Main Shaft.
 - g. 1 ea. Bolt Assembly kit.
 - h. All other needed parts, materials and labor.
2. Middleby Marshall Revolving Pastry Oven
 - a. 1 ea. Main Burner control upgrade kit AGA/UL approved.
 - b. All other needed parts, materials and labor.

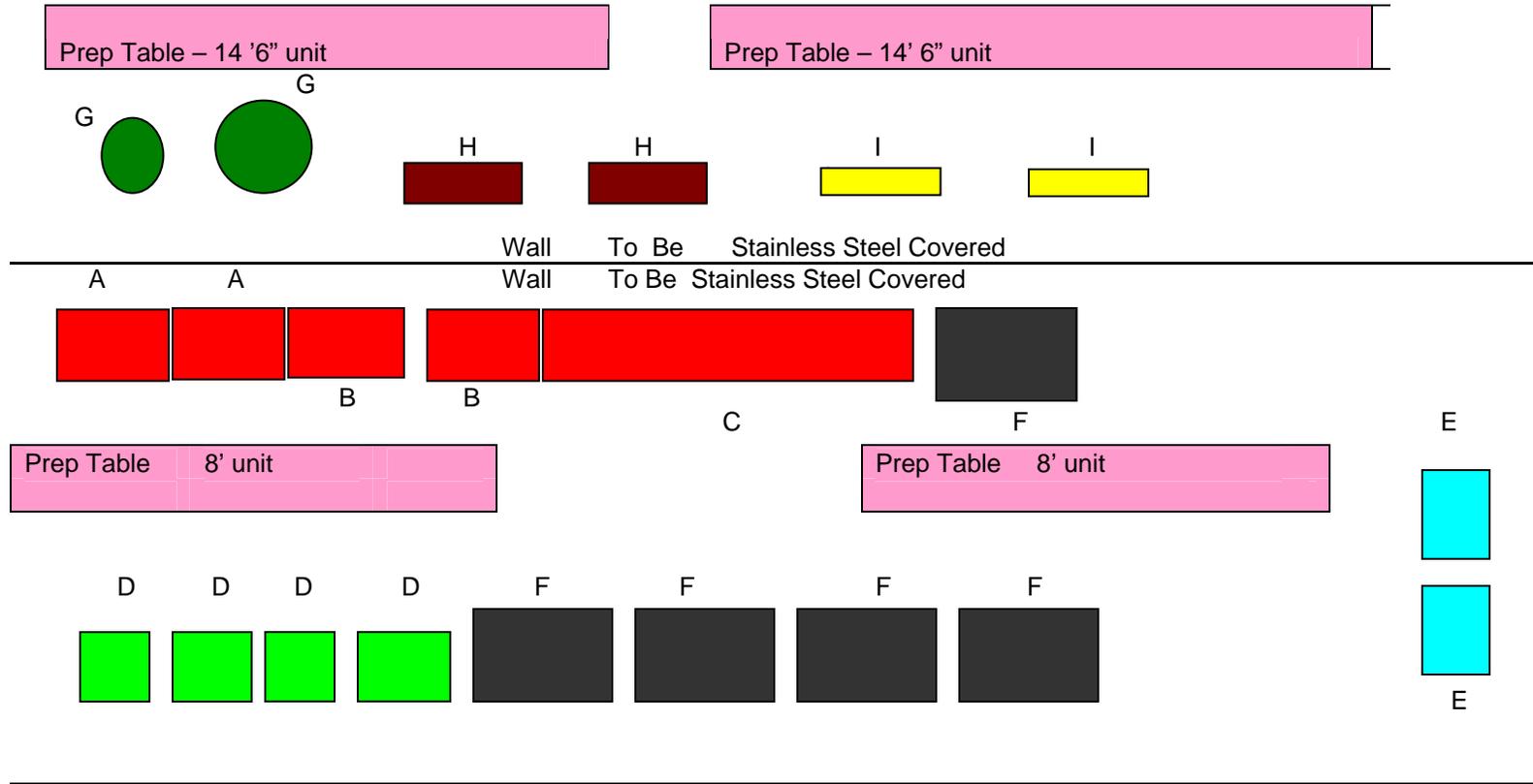
NSF approved commercial grade locking casters will be installed on all repaired kitchen equipment on which locking casters are not installed, to facilitate the movement of the equipment for cleaning. All locking casters will be of the type approved for the particular piece of equipment by the equipment manufacturer.

ATTACHMENT D

Shown below is an approximate block diagram of the proposed location of the new and relocated existing equipment. The letters adjacent to the block figures indicates the equipment and its location along the three (3) cooking lines.

The Contractor, as part of this Contract, will be required to relocate the new and existing kitchen equipment to the locations shown in the block diagram. The work involved in this operation includes the physical placement of the equipment and all necessary electrical, gas and water hookups and attachments. Once the equipment is placed and hooked up the Contractor, as part of this Contract, will contact Mr. Mark Rickard at SimplexGrinnell Phone Number: (505 – 889 – 3100) (Cell # 505 – 681 – 6334) and arrange to have the cooking hood fire suppression heads repositioned/readjusted to accommodate for the new installation. Note: a new hood suppression system was installed in June, 2005.

The approximate location of the new equipment and relocation of existing equipment are shown in this Attachment.



A - 4ft char broiler

B - 3ft 6 top stove

C - 6 ft flat top grill

D - 2 basket fryer

E - rolling alto sham Carter Hoffmans

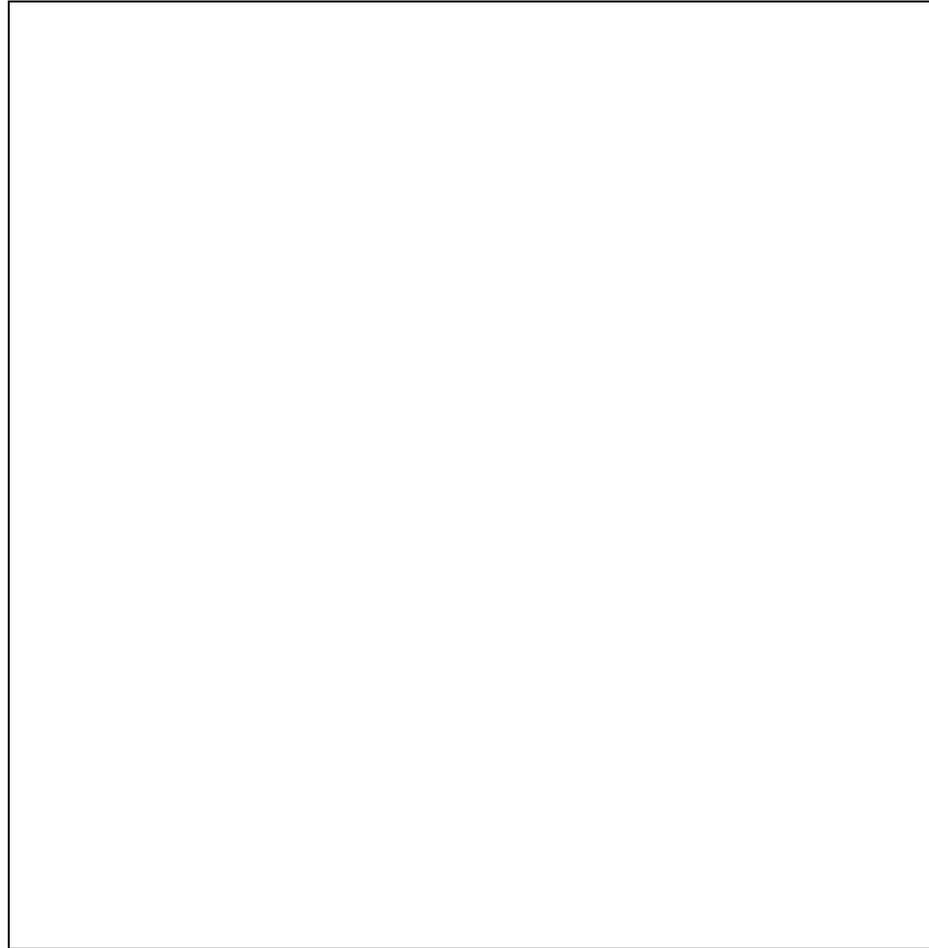
F - doublestack convection ovens

G -Tilt Kettle

H – Tilt Skillet

I - Steamer

Note: Install 1 retractable AC cord reel over each prep table – hot & cold side



Changes to Existing Equipment Arrangement

Attachment E

Small Wares Purchases

The contractor will purchase and deliver to the Convention Center the following small wares:

Pristine Oro 10 5/8" Dinner Plate	Homer Laughlin	6010	2500
Pristine Oro 7 3/8" Salad Plate	Homer Laughlin	6010	5000
Pristine Oro 6 3/8" B&B Plate	Homer Laughlin	6010	2500
Pristine Oro Coffee Cup	Homer Laughlin	6010	2500
Pristine Oro Coffee Saucer	Homer Laughlin	6010	2500
Roman Insulated Coffee Urn 3 Gal	Bon Chef	49003C	6
Roman Insulated Coffee Urn 5 Gal	Bon Chef	49005C	6
Roman Juice Dispenser (for margarita stations)	Bon Chef	49500	2
Standard Drip Tray	Cal Mil	308-4	12
Standard Drip Tray	Cal Mil	308-6	12
Coffee (Tent) Silver (010)	Cal Mil	228-1	12
Decaf (Tent) Silver (010)	Cal Mil	228-2	12
Hot Water (Tent) Silver (010)	Cal Mil	228-3	12
Hot Tea (Tent) Silver (010)	Cal Mil	228-4	12
Iced Tea (Tent) Silver (010)	Cal Mil	228-5	12
Adjustable Dish Caddy	Cambro	ADC6	6
Adjustable Dish Caddy	Cambro	ADC4	6
10 gal Black Bev Cambro	Cambro	UC1000	3
Silverware Holder	Cambro	BC1115SH	2
Air Void - 5gal Cam Server - Black	Cambro	CSR5-110	8
Air Void - 10gal Cam Server - Black	Cambro	1000LCD-110	10

Small Chocolate Fountain	Sephora	SESCF 27P	1
Medium Chocolate Fountain	Sephora	SEMCF 34	1
Portable Butane Stove	IWATANI	E10SL	6
Induction Cooking Range	Spring	SR1151F	4
highball	Libbey	23106	1500
water glass	Libbey	3712	1500
red wine/white wine	Libbey	C18ZX802	2500
dinner forks	Oneida	2544FRSF	1300
salad fork	Oneida	2544FSLF	3000
dinner knife	Oneida	2544KPVF	1300
butter knife	Oneida	2544KBFF	2500
steak knife	Vollrath	48148	2200
teaspoon	Oneida	2544STSF	1300
boullion spoon	Oneida	2544SBLF	2000
plate covers 10 1/16" to 11"	American Metalcraft	CVR06	2500
flat rack	Pronto Products	1319	4
flat rack	Pronto Products	1523	4
icing grate	Pronto Products	1726	4
Tote N' Store Chafer Boxes – Standard Box with hinged lid	Vollrath	52645	35
Bon Chef – S/S Rect. Chafer w/ Roman Legs – 2 gallons	Bon Chef	19040	25
Bon Chef – S/S Round Chafer w/Roman Legs and Chrome trim – 2 gallons	Bon Chef	19000CH	10

END OF SPECIFICATION DOCUMENT

ATTACHMENT F

Instructions for Completing Proposal Form:

- (1) Should a Bidder find discrepancies in, or omissions in the specifications or other Contract documents, or should they be in doubt as to their true meaning, they may submit a written request to the City for the interpretation thereof. The City will not be responsible for any oral instructions or interpretations.
- (2) Each Bidder shall carefully examine the specifications and other Contract documents and take such other steps as may be reasonably necessary in order to ascertain the nature of the proposed Work, the general and local conditions which may affect the Work or the cost thereof, and other relevant matters concerning the Work to be performed. Failure to do so will not relieve any Bidder from the responsibility of properly estimating the difficulty or cost of successfully performing the proposed Work, and no claims for additional compensation will be allowed or entertained by reason of said failure on the part of the Bidder/Contractor.
- (3) All Bidders shall submit pricing in both words and figures for each PRICE MODULE listed in the Contractor's Bid Sheet.
- (4) Each Bidder shall include in their written proposal, at a minimum, a complete Work Schedule showing all items of Work and outlining all phases of the Project and their estimated times of completion in order to meet the Twenty – One (21) day time frame. Bidders are also requested to include in their written proposal a listing of major material suppliers and all Sub-Contractors providing Work for the Project.

ATTACHMENT G

Contractor's Bid Sheet

The City of Albuquerque reserves the right to award all or part of this contract at their option. Bidders are advised that there is no commitment on the part of the City to award any single or multiple price Module. The Contractor agrees to perform all the Work described in the Technical Specifications and other Contract Documents at the following prices:

PRICE MODULE 1 – Option 1 - Cost for Floor Repair, labor and materials, including applicable taxes if project is undertaken during initial kitchen renovation:

_____ dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 2 – Option 1 - Cost for Floor Repair, labor and materials, moving and reinstallation of kitchen equipment, including applicable taxes, if project is deferred until the Summer (July/August) 2006:

_____ dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 3 – Option 2 - Cost for Floor Repair, labor and materials, including applicable taxes if project is undertaken during initial kitchen renovation:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 4 – Option 2 - Cost for Floor Repair, labor and materials, moving and reinstallation of kitchen equipment, including applicable taxes, if project is deferred until the Summer (July/August) 2006:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 5 – Cost for Ceiling Repair, labor and materials, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 6 – Cost for Drywall Repair and Painting, labor and materials, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 7 – Cost for Installation of Stainless Steel Wainscotings (backsplashes), labor and materials, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 8 – Cost for Removal of Existing Kitchen Equipment, labor and materials, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 9 – Cost for Installation of New and Reinstallation of Existing Kitchen Equipment, includes labor and materials including applicable taxes (include installation of retractable electrical cord reels, new garbage disposals and plumbing of sink, etc):

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 10 – Cost of Kitchen Equipment as Listed in Attachment # B, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 11 – Cost of Repair of Existing Kitchen Equipment as Listed in Attachment # C, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 12 – Cost of Small Wares Delivered, including applicable taxes:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

PRICE MODULE 13 – Credit for Kitchen Equipment Salvaged:

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

Empty rectangular box for additional information or calculations.

PRICE MODULE 14 – Total Cost of Renovation Project, Including All Applicable Taxes, Less Credit for Salvable Items (Modules 1-12, excluding cost of Modules 1, 2 & 4)

_____dollars and _____ cents.
(In Writing) (In Writing)

(In Figures)

Date and signed at _____ on this ____ day of _____, 2005.

Official Address:

Contractor: _____

By: _____
(Signature)

Name: _____
(Print Name of Signer Above)

Title: _____

Telephone No. _____ (Office)

Date: _____

_____ (Home)

License No: _____

ATTACHMENT H

Contractor's Written Proposal. Submittal of a written proposal from the Contractor is optional.

ATTACHMENT I

Manufacturer's New Equipment and Smallwares Product Cut Sheets

**ADDITIONAL REQUIREMENTS FOR RFB2006-065-WR
KITCHEN RENOVATION FOR ALBUQUERQUE
CONVENTION CENTER**

- 1. A MANDATORY SITE INSPECTION/PRE-BID CONFERENCE WILL BE HELD AT THE FOLLOWING CITY FACILITY ON THE DATE & TIME SPECIFIED:**

**ITEM 1 – 11/30/05 @ 1:00 PM –ALBUQUERQUE CONVENTION
CENTER - 401 2ND ST. NW
ALBUQUERQUE, NM 87102**

MANDATORY SITE INSPECTION CERTIFICATE (PAGE 53) FOR ITEMS 1-14) IS REQUIRED TO BE SIGNED (BY YOUR COMPANY AND A DESIGNATED CITY REP) FOR VERIFICATION OF YOUR ATTENDANCE AT THE INSPECTION . IT MUST BE RETURNED WITH YOUR BID RESPONSE IN ORDER FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE.

SHOULD QUESTIONS OR CLARIFICATION ISSUES ARISE AS A RESULT OF THE SITE INSPECTION, POTENTIAL BIDDERS ARE REQUESTED TO SUBMIT THEM IN WRITING PRIOR TO OR AT THE PRE-BID CONFERENCE.

THE SERVICES REFERENCED IN THIS RFB ARE SUBJECT TO A NM MINIMUM WAGE DECISION FROM THE NM DEPT. OF LABOR. THAT DECISION HAS BEEN APPLIED FOR AND WILL BE FORWARDED TO ALL POTENTIAL BIDDERS WHO HAVE RECEIVED A BID PACKAGE, VIA AN ADDENDUM.

ALL CONTRACTORS SUBMITTING OFFERS MUST HAVE THE APPROPRIATE STATE OF NM CONTRACTOR'S LICENSE(S) WHICH IS REQUIRED FOR THIS TYPE OF WORK.

INDICATE YOUR NM CONTRACTOR'S LICENSE NUMBER(S) IN THE SPACE PROVIDED BELOW:

NM#: _____

NM#: _____

NM#: _____

**CERTIFICATE OF MANDATORY SITE INSPECTION/PRE-BID
CONFERENCE ATTENDANCE
ALBUQ CONVEN CNTR KITCHEN RENOVATION PROJECT
#RFB2006-065-WR**

SITE MEETING : 11/30/05 AT 1:00 PM M.S.T.

**LOCATION: ALBUQUERQUE CONV CENTER
401 2ND ST. NW LOWER LEVEL-
ADMINISTRATIVE OFFICE
ALBUQUERQUE, NM 87102**

**FAILURE TO SUBMIT (WITH YOUR BID RESPONSE) A SIGNED COPY OF THIS
CERTIFICATE WILL CAUSE YOUR RFB RESONSE TO BE CONSIDERED NON-
RESPONSIVE FOR THIS RAPID PROCUREMENT.**

**VENDOR
REPRESENTATIVE**

CITY

DATE

DATE

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

COMPANYMPANY NAME

CITY DEPT.

PAGE 54
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

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 - LOWEST RESPONSIVE OFFER:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE AWARDED ON THE BASIS OF THE LOWEST PER ITEM OFFER JUDGED RESPONSIVE AND ACCEPTABLE BY 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.

PAGE 55
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

CITED MODEL:

THE MODEL(S) CITED HEREIN IS (ARE) INTENDED ONLY AS A REFERENCE; HOWEVER ANY MODEL OFFERED MUST MEET OR EXCEED ALL SPECIFICATIONS OF THE CITED MODEL(S) BY VIRTUE OF PERFORMANCE AND/OR PHYSICAL SPECIFICATIONS.

DAMAGE RESPONSIBILITY FOR:

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

DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT:

ANY OFFER IN RESPONSE TO THIS REQUEST MUST INCLUDE DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT OF ITEMS AS SPECIFIED IN THIS REQUEST.

DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

GRAFFITI FREE REQUIREMENT:

THE AWARDED VENDOR WILL BE REQUIRED TO FURNISH EQUIPMENT, FACILITIES OR OTHER ITEMS AS MAY BE REQUIRED TO COMPLETE THE SPECIFIED SERVICES IN THIS REQUEST FOR BIDS WHICH ARE "GRAFFITI FREE". FAILURE OF THE AWARDED VENDOR TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN A CANCELLATION OF ANY CONTRACT ISSUED AS A RESULT OF THIS REQUEST FOR BIDS.

PAGE 56
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

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.

INSPECTION OF MATERIALS:

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

PAGE 57
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

INSURANCE:

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

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

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

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

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

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

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

PAGE 58
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

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.

LOCAL AREA MAINTENANCE:

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

MANUFACTURER'S INFORMATION:

ANY OFFER MADE IN RESPONSE TO THIS REQUEST MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE OFFER.

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.

MATERIALS AND WORKMANSHIP:

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

PAGE 59
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-065-WR

REMOVING DEBRIS AND CLEANING THE AREA:

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

RISKS:

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

WORKING CONDITIONS:

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

**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: _____

GRAFFITI FREE REQUIREMENT

The awarded vendor will be required to furnish equipment, facilities or other items as may be required to complete the specified services in this Request For Bids which are “graffiti free”. Failure of the awarded vendor to comply with this requirement may result in a cancellation of any contract issued as a result of this Request For Bids.

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)

