

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-080-VC
TITLE: ARMORED VEHICLE SERVICES
OPENING DATE: JANUARY 11, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

VIOLA CUNNINGHAM, SENIOR BUYER, (505)768-3340
CITY OF ALBUQUERQUE PURCHASING OFFICE
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK
CITY OF ALBUQUERQUE
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM JANUARY 11, 2006

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT
CENTER
7TH FLOOR CONFERENCE ROOM
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO

PAGE 2
GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2006-080-VC

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.
- _____ LICENSES AND CERTIFICATIONS
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.
- _____ POLICIES AND PROCEDURES
PROVIDE COMPANY POLICIES AND PROCEDURES WITH YOUR OFFER.
- _____ INSURANCE AND FIDELITY BOND
AFTER NOTIFICATION OF AWATRD AND PRIOR TO AWARD OF CONTRACTR, AWARDED VENDOR MUST SUPPLY APPLICABLE INSURANCE AND \$10,000 FIDELITY BOND PER REQUIREMENTS OF THIS RFB.

PAGE 3
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-080-VC
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FOR FURTHER INFORMATION
CALL VIOLA CUNNINGHAM
AT (505)768-3340

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:

REQUISITION 198245

ALBUQUERQUE, NM

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

FIDELITY BOND AMOUNT: \$10,000.00
FIDELITY BOND PERCENT: 0%

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

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

20 CALENDAR DAYS: _____%

30 CALENDAR DAYS: _____%

OTHER: ____ CALENDAR DAYS: _____%

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

LOCAL PREFERENCE REQUESTED: MFG? _____ BUSINESS? _____

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

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

COMPLIANCE AGREEMENT

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

SIGNATURE: _____ DATE: ____/____/____

NAME: _____ TITLE: _____
(PRINT OR TYPE)

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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

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

PAGE 4
 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-080-VC

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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 IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH ARMORED VEHICLE SERVICES FOR VARIOUS DEPARTMENTS AND VARIOUS DIVISIONS.

1	36.00 MO ESTIMATED		ARMORED VEHICLE SERVICES FOR REGULARLY SCHEDULED PICK UP FIVE (5) DAYS PER WEEK (\$ _____ PER LOCATION PER MONTH.)	_____	_____
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OTHER REGULARLY SCHEDULED PICK UPS PER LOCATION:

- * ONE (1) DAY PER WEEK,
\$ _____
- * TWO (2) DAYS PER WEEK,
\$ _____
- * THREE (3) DAYS PER WEEK,
\$ _____

2	36.00 MO ESTIMATED		REGULARLY SCHEDULED PICK UP FOUR (4) DAYS PER WEEK. (\$ _____ PER LOCATION PER MONTH.)	_____	_____
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OTHER REGULARLY SCHEDULED PICK UPS PER LOCATION:

- * SIX (6) DAYS PER WEEK
\$ _____

PROVIDE A TOTAL PRICE FOR ITEMS 1 AND 2 ONLY. ONLY ITEMS 1 AND 2 WILL BE USED AS A BASIS FOR DETERMINING THE LOWEST RESPONSIBLE, RESPONSIVE OFFER.

PAGE 5
PRICING DETAIL FORM
REQUEST NUMBER: RFB2006-080-VC

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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	3	36.00 MO ESTIMATED	REGULARLY SCHEDULED PICK UP SEVEN (7) DAYS PER WEEK (ONE LOCATION ONLY). (\$_____ PER MONTH.)		
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OFFERORS MUST SUBMIT CERTIFICATE BY NM STATE CORPORATION AS A CERTIFIED BY NEW MEXICO STATE CORPORATION COMMISSION AS A CERTIFIED ARMORED CAR SERVICE.

* SPECIAL PICK UP, VARIOUS TIMES AND LOCATIONS AS PER SPECIFICATIONS.

(\$ _____
PER PICK UP PER TIME.)

OFFERORS MUST SUPPLY A \$10,000 FIDELITY BOND ON NOTIFICATION OF AWARD.

AWARDED VENDOR MUST PROVIDE AN INSURANCE CERTIFICATE IN THE AMOUNT AND KIND SPECIFICATION HEREIN.

VENDORS SHALL PROVIDE THEIR POLICIES AND PROCEDURES WITH THEIR BID PER SPECIFICATIONS HEREIN.

FAILURE TO RETURN THE SIGNED SPECIFICATIONS COMPLIANCE FORM WITH YOUR OFFER MAY CAUSE YOUR BID TO BE REJECTED.

PLEASE DIRECT ALL INQUIRIES TO :
VIOLA CUNNINGHAM, SENIOR BUYER
DFAS/PURCHASING
1 CIVIC PLAZA NW
PO BOX 1293
ALBUQUERQUE, NM 87103
(505) 768-3340, (505) 768-3355(FAX)
E-Mail: VCunningham@cabq.gov

PRICING SHALL INCLUDE ALL APPLICABLE TAXES, FEES, LICENSES AND FREIGHT.

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

ARMORED VEHICLE SPECIFICATIONS

CONDITIONS AND SPECIFICATIONS FOR FIRMS BIDDING ON "ARMORED VEHICLE SERVICES". THE CONTRACT IS TO PICK UP AND TRANSPORT DEPOSIT MONIES FROM SPECIFIED LOCATIONS AND AT SPECIFIED TIMES TO BANK(S) ON BEHALF OF AND FOR THE CITY OF ALBUQUERQUE.

I. GENERAL

A. DURATION OF CONTRACT. Thirty-six (36) month contract effective from the date of award, renewable for one (1) year by mutual agreement of the Vendor and the City.

B. CERTIFICATIONS. Offeror must be certified by the State Corporation Commission as a Certified Armored Car Service. **(Provide copy of certificate with your bid).**

C. FIDELITY BOND. Upon notification of contract award, the successful Offeror must furnish a Fidelity Bond of an amount equal to ten thousand dollars (\$10,000.00).

D. INSURANCE REQUIREMENTS.

1. General Conditions. The city will require the Contractor to procure and maintain, at its expense during the term of the contract that results from this RFB, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico. Insurance shall cover all operations of the Contractor under the contract, whether performed by it or its agents. Prior to commencing services, and on the renewal of all coverages, the contractor shall furnish City with a certificate(s) in the form satisfactory to the City showing that it has complied with these requirements (see specific insurance requirements pages at the end of the bid package).

The original shall be mailed to:

Risk Management
Department of Finance and Administrative Services
City of Albuquerque
PO Box 470
Albuquerque, NM 87103

A copy shall be faxed to V. Cunningham @ (505) 768-3355. No contract will be issued until receipt of fax copy by the Buyer.

2. **Policies and Procedures.** The successful Offeror shall furnish with their bid to the City, specific corporate or the firm's policies and procedures, and shall be expected to adhere to them during the contractual period regarding the following:

a. Procedure to deliver City deposits to designated bank(s) in a timely manner, as scheduled, including contingency plan in the event of vehicle accident to bad weather.

b. Procedure for special carrier runs to correct missed pick up, error in special delivery of change fund arrangements or other transportation problems.

c. Policy and procedure involving employee screening regarding the following:

1) Drugs, alcohol or other substance abuse.

- 2) Personal and commercial driving record; record of violation or citations.
 - 3) Employee processing, including physical exam, written tests, firearm and defensive weapon certification, safety qualification and general training/orientation program(s).
 - 4) Security and background check on employees.
 - 5) Employee financial statements.
 - 6) Local firm's tenure record of employees.
- d. Procedure for resolving disputes concerning alleged failure to deliver deposit bags received.

II. SCOPE OF WORK

In general, the service to be provided includes everything required for the safe and timely transport of cash and checks in sealed and locked bags from various City locations (see Exhibit 1 for details) to a designated bank location(s) within Bernalillo County, as specified by the City Treasurer or his designee. In addition, the service to be provided shall include periodic transport of cash funds from a designated bank location to various City offices. The following services will be performed:

A. PICKUP AND TRANSPORT. Pick up from various City locations and Transport to the Wells Fargo Cash Vault a c=sealed cloth bag(s). on days and at times specified in Exhibit I.

B. OTHER SERVICES.

1. Change Fund Delivery. From time to time, pick up from Bank of America Bank Cash Vault sealed cloth bags and deliver to designated City locations at a time specified by the City Treasurer, or in conjunction with the scheduled daily pick up. Carrier's maximum liability is fixed at \$100,000 with an average liability of \$20,000.

2. Special Trips – Various Times & Locations. Special, immediate service pick ups and/or deliveries will be handled on behalf of the City Treasurer on an "on call" basis. Such service required by a City location in an "emergency situation" shall be ordered by that location. Locations may or may not receive regular service. Charged for Special Trips shall be directly to the City location requesting the service. An example of a Special Trip would include pick up from the Transit Department Park and Ride locations during State Fair.

C. ADDITIONAL LOCATIONS. During the Contract period, the City may request regular service for other locations not listed in Exhibit I. Pick up and delivery points will be in Bernalillo County. Service fees charged shall be based on the Offeror's bid.

D. SCHEDULE FOR DEPOSIT PICK UPS. It is the intent of the City Treasurer to establish a Schedule for the regular deposit pick up and deliver times, considering the needs of each City location, Bank of America and the Contractor, as well as to compliment Internal Cash, Controls involving security and the City cash handling cycle. The current requirements are listed in Exhibit I.

Occasional holidays and special weekend pick up requests will cause a schedule deviation. Bags picked up on holidays or weekends shall be vaulted over the period, and delivered to a designated Bank on the next business day at a time specified by the City Treasurer, but no later than 2:30 p.m.

Scheduled timed for deposit pick up may be changed by the City Treasurer by giving (5) day *written* notice to the contractor.

III. OTHER CONSIDERATIONS

A. TRANSPORT VEHICLES. Any vehicle, including a heavy duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

B. EMPLOYEE IDENTIFICATION. While performing the transport services for the city, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor. Further, the Contractor shall provide and maintain a current list of authorized employees. The list should be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to the City.

C. CHANGED IN SERVICE REQUIREMENTS. Services requested to be Provided by the City may change. The delivery schedules or locations may change. The contractor will be notified immediately by phone when a change is known, and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

IV. CONTRACTUAL REQUIREMENTS

In addition to the requirements in I – III, the successful Offeror must agree to the following terms and conditions:

A. INDEPENDENT CONTRACTOR. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services. The Contractor further agrees that neither it, nor its employees, are entitled to any benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereby amended.

B. PERSONNEL

1. The contractor represents that it has, or will secure at its own expense, all personnel required to perform all of the Services required under this Contract. Such personnel shall not be employees of or have any contractual relationships with the City.

2. All Services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

3. None of the work or the Services covered by any contract that may result from this RFB shall be subcontracted without the prior written approval of the City.

Any work or services subcontracted hereunder shall be specified by written contract or agreement, and shall be subject to each provision of this Contract.

C. INDEMNITY. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by Contractor under this Contract or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents and employees or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage of any Contract that may result from this RFB.

D. DISCRIMINATION PROHIBITED. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, National origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act (ADA) of 1990 as now enacted or hereafter amended.

E. ADA COMPLIANCE. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the ADA of 1990, and all the applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the contractor or its agents in violation of the ADA.

F. REPORTS AND INFORMATION. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Contract. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Contract until the final product is submitted to the City.

G. ESTABLISHMENT AND MAINTENANCE OF RECORDS. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract.

H. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Contract. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

I. PUBLICATION, REPRODUCTION & USE OF MATERIAL. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

J. COMPLIANCE WITH LAWS. In performing the Services required hereunder the Contractor shall comply with all applicable laws, ordinances and codes of the Federal, State of New Mexico and local governments.

K. CHANGES. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this contract.

L. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment of novation), without the prior written consent of the City hereto.

M. TERMINATION FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of the contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished to unfinished documents, data, maps, studies, surveys, drawing, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City become, its property, and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damaged sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

N. TERMINATION FOR THE CONVENIENCE OF THE CITY. The City may terminate this Contract at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the city as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

O. ENFORCEMENT. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights and remedies in connection with the enforcement of this Contract.

P. APPLICABLE LAW. This Contract shall be governed by and construed and enforced in Accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

IV. SERVICE FEES AND STATEMENTS

A. SERVICE FEES. The City shall pay the contractor for performing specified Services according to the following unity cost schedule:

Regularly Scheduled Trips	
• 7 days per week	_____
• 6 days per week	_____
• 5 days per week	_____
• 4 days per week	_____
• 3 days per week	_____
• 2 days per week	_____
• 1 day per week	_____
Special Pick Up/Delivery	_____
Holiday Pick Up/Delivery	_____

Fees for services will be calculated for each monthly period and shall include applicable New Mexico Gross Receipts Tax.

B. STATEMENT OF SERVICES. A Statement of Services rendered for monthly Services shall be tendered to the Treasury Division, City of Albuquerque, PO Box 17, Albuquerque, NM 87103. All other monthly statements for such things as special or holiday pick ups/deliveries will be billed to the requesting department.

EXHIBIT 1. CITY OF ALBUQUERQUE ARMORED VEHICLE PICK-UP SCHEDULE

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>ZIP</u>	<u>PICK-UP</u>	<u>NO EARLIER</u>	<u>NO LATER</u>	<u>MAX</u>	<u>AVE</u>
			<u>CODE</u>	<u>DAYS</u>	<u>THAN:</u>	<u>THAN:</u>	<u>LIABILITY</u>	<u>LIABILITY</u>
APD Administration	400 Roma NW	768-2227	87102	mon-fri	12:00 PM	1:30 PM	\$100,000	\$25,000
Aviation Administration	2200 Sunport Blvd SE	842-4366	87106	mon-fri	10:30 AM	11:30 AM	\$1,000,000	\$700,000
Aviation (Landside Parking)	2200 Sunport Blvd SE	842-4366	87106	mon-fri	10:30 AM	11:30 AM	\$500,000	\$200,000
Museum	2000 Mountain Rd NW	243-7255	87104	mon,wed,fri***	2:00 PM	2:30 PM	\$100,000	\$12,000
Balloon Museum	9201 Balloon Museum Dr. NE	768-6020	87113	mon,wed,fri***	1:00 AM	5:00 AM	\$10,000	\$500
Rio Grande Zoo (S. Facility)	903 10th St. SW	764-6200	87102	tues, thurs,sun**	1:00 PM	1:30 PM	\$100,000	\$20,000
Aquarium/Botanical (N.Facil.)	2601 Central Ave. NW	764-6200	87102	tues, thurs,sun**	1:00 PM	1:30 PM	\$100,000	\$20,000
Treasury	1 Civic Plaza NW, Rm 1080B	768-3391	87102	mon-fri **	12:00 PM	1:30 PM	\$1,000,000	\$200,000
Treasury Annex	600 2nd St. NW	768-3391	87102	mon-fri**	11:00 AM	1:30 PM	\$1,000,000	\$20,000
Housing Division	1840 University SE	764-3936	87106	mon-fri	4:00 PM	2:30 pm next day	\$60,000	\$5,000
A/C Bag Distribution Center	8920 Lomas Blvd NE	291-6233	87112	mon-fri	8:00 AM	11:00 AM	\$20,000	\$1,000
Eagle Rock Convenience Ctr	6301 Eagle Rock Rd NE	857-8318	87113	wed-sun	12:00 PM	1:30 PM	\$20,000	\$1,600
Montessa Convenience Ctr	3512 Los Picaros SE	873-6607	87105	sat-wed	10:00 AM	11:00 AM	\$20,000	\$1,600
Don Reservoir	Central & 114th St SW	836-8757	87121	wed-sun	11:00 AM	1:00 PM	\$1,000	\$500
Library (Main)	501 Copper NW	768-5141	87102	mon-thur	12:00 PM	1:00 PM	\$5,000	\$2,000
East Side Animal Care Center	8920 Lomas Blvd. NE	768-1975	87112	tue-sun	10:30 AM	11:00 AM	\$1,000	\$500
West Side Animal Care Center	11800 Sunset Gardens SW	768-1975	87105	tue-sun	10:30 AM	1:30 PM	\$1,000	\$500
Metro Detention Center	100 John Dantis Drive SW	839-8700	87151	mon-fri	8:00 AM	10:30 AM	\$25,000	\$10,000
Metro Forensic Science Center	5350 2nd St NW	823-4200	87102	mon-thurs	2:00 PM	4:00 PM	\$5,000	\$1,000

* Subject to change

** Peak Seasons/Special Events may require Sat-Sun pick up. Site to issue release on City Contract & will require separate billing to City Department.

*** When holiday occurs on a Monday, regular pickup is required the next day, Tuesday. Driver will have to knock at front door to be admitted.

PAGE 13
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-080-VC

SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - ALL OR NONE:

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

CONTRACT PERIOD - 36 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR THIRTY-SIX (36) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE

CONTRACT PERIOD - EXTENSION OF:

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

PAGE 14
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-080-VC

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

PAGE 15
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-080-VC

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.

PRICE ESCALATION:

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

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