

**CITY OF ALBUQUERQUE**

REQUEST FOR BID

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

REQUEST NUMBER: RFB2008-077-GJ  
TITLE: SIX (6) AUTOMATED SIDE LOADERS  
OPENING DATE: NOVEMBER 28, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

G. JARAMILLO, SENIOR BUYER, (505)768-3320  
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, BASEMENT LEVEL, 1 CIVIC PLAZA, ALBUQUERQUE, NM.**

OFFERS WILL BE RECEIVED UNTIL 1:30 PM NOVEMBER 28, 2007

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

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

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

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GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2008-077-GJ

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
- \_\_\_\_\_ BID BOND  
A BID BOND IN PROPER FORMAT MUST BE SUBMITTED WITH THIS OFFER. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY YOUR OFFER.

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OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2008-077-GJ  
OPENING DATE: NOVEMBER 28,2007

FOR FURTHER INFORMATION  
CALL G. JARAMILLO  
AT (505)768-3320

DELIVERY DATE: \_\_\_\_\_  
(PLEASE SPECIFY)

FOB POINT:

REQUISITION P55279

ALBUQUERQUE, NM

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

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

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

20 CALENDAR DAYS: \_\_\_\_\_%

30 CALENDAR DAYS: \_\_\_\_\_%

OTHER: \_\_\_\_ CALENDAR DAYS: \_\_\_\_\_%

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

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

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

COMPLIANCE AGREEMENT

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT OR TYPE)

COMPANY NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_)\_\_\_\_-\_\_\_\_ FAX: (\_\_\_\_)\_\_\_\_-\_\_\_\_ EMAIL: \_\_\_\_\_

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.  
TO ACCESS FORMS VISIT [WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML](http://WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML)

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 PRICING DETAIL FORM  
 REQUEST NUMBER: RFB2008-077-GJ

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:

**NOTE:**

**DUE TO THE CIRCUMSTANCES IN WHICH THE SOLID WASTE MANAGEMENT DEPARTMENT IS IN CRITICAL NEED OF THE VEHICLES BID, THE CITY SEEKS VEHICLES FROM THE OFFEROR WHO CAN PROVIDE QUICKEST DELIVERY AT A COMPETITIVE PRICE. THEREFORE, THE CITY RESERVES THE RIGHT TO AWARD TO THE BIDDER OFFERING THE SOONEST DELIVERY DATE AT THE DISCRETION OF THE CITY, DEPENDING ON THE DISPARITY OF MARKET PRICES AS REALIZED BY OTHER BIDS MEETING THE SPECIFICATION REQUIREMENT. DELIVERY DATES WILL BE HELD FIRM AND LIQUIDATED DAMAGES WILL APPLY FOR LATE DELIVERY.**

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1	6.00 EA	SIX (6) AUTOMATED SIDE LOADERS PER PER TERMS AND CONDITIONS OF RFB2008-077-GJ			
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THE CITY IS TAX EXEMPT FOR GOODS. UNIT PRICE MUST INCLUDE ALL COSTS.

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

Due to the circumstances in which the Solid Waste Management Department is in critical need of the vehicles bid, the City seeks vehicles from the offeror who can provide quickest delivery at a competitive price. Therefore, the City reserves the right to award to the bidder offering the soonest delivery date at the discretion of the City, depending on the disparity of market prices as realized by other bids meeting the specification requirement. Delivery dates will be held firm and liquidated damages will apply for late delivery.

## SPECIFICATIONS FOR AUTOMATED REFUSE COLLECTION VEHICLES

The Solid Waste Management Department of the City of Albuquerque (CITY) is requesting bids for furnishing NEW- Minimum 30 Cubic Yard Automated Refuse Collection Vehicles suitable for full service collection of municipal refuse placed in 65 to 95 gallon refuse collection containers. NOTE-ALL VEHICLES MUST BE FURNISHED WITH A CERTIFICATION OF COMPLIANCE. Certification must be submitted with this RFB for year 2007 COMPLIANCE, this CERTIFICATION must include all COMPONENTS OF THE TRUCK and BODY. The vendor will be responsible for all labor and material costs for repairs if vehicles are NOT year 2007 compliant. This Certification must be included in bid. THE CHASSIS WILL HAVE A FULL THREE YEARS BUMPER TO BUMPER WARRANTY. A WRITTEN LIST OF ALL PARTS THAT ARE NORMAL WEAR PARTS, THAT ARE NOT COVERED IN THE THREE YEAR WARRANTY MUST BE PROVIDED WITH YOUR BID.

**BONDING REQUIREMENTS:** The Offeror and the selected vendor shall furnish the following bonds:

**BID BOND:** Each offer must be accompanied by a Bid Bond in the amount of five (5%) of the total amount offered. The Bid Bond is provided, as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request for Bids, will furnish a good and sufficient performance bond for the faithful performance of the contract, including, but not limited to, all warranties and guaranties, The OFFEROR must be named as principal on the bond.

**PERFORMANCE BOND:** Prior to issuance of a purchase order and performance of any work under the resulting contract, and not later than Fifteen (15) working days after notification of award, the selected vendor shall provide to the City a performance bond guaranteeing performance of the contract in accordance with all specifications, terms and conditions. Such bond shall be in an amount equal to one hundred percent (100%) of the total contract amount and shall be maintained throughout the term of the contract, which includes any warranty period, or for a period of two (2) years after final acceptance by the City of the vehicles bid, whichever term is longer. The selected vendor must be named as principal on the bond.

All Bonds, must be written by a surety authorized to conduct business in the State of New Mexico and be listed as approved in the current Federal Register listing. The Bonds shall be written on the forms provided in this RFB. NO THIRD PARTY BONDS WILL BE ACCEPTED. CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

USE FORMS ATTACHED FOR BID BOND AND PERFORMANCE BOND.

REFERENCES:

The bidder, shall at the request of the Solid Waste Management Department furnish the following:

A listing of references with Company, contact name, phone number, location, quantity of combination of cab and chassis, years of service per unit.

2.0 EQUALS

- 2.1 “Equals” or “Equivalents” to these specifications, will be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined, solely by the City of Albuquerque.

3.0 MINIMUM SPECIFICATIONS:

- 3.1 The specifications described herein shall be considered as minimum. It is the intent of these specifications to prohibit the consideration of any vehicles on which a unit of lighter classification is added to or altered to meet this RFB’s requirements. Modifications to manufacturer’s standard models must be limited to hoses which will not void or diminish the manufacturer’s warranty. No prototypes will be accepted. Vehicles must be current production model. (must have 50 units in use).
- 3.2 Metals utilized in the manufacture of all classes of refuse compaction bodies submitted, in response to this RFB shall be in no way lighter or less strong than that which is stated herein or as advertised in the Manufacturer’s standard literature. The City reserves the right to contract with an independent agency to conduct laboratory tests to ensure compliance with gauges and properties of all metals utilized in the Manufacture of the refuse compaction body. Vendor will furnish specifications for metals required. **THE CITY OF ALBUQUERQUE RESERVES THE RIGHT TO ASK FOR CLARIFICATION FROM ANY VENDOR AS TO THE CONTENT OF THEIR BID.**
- 3.3 All parts, which are necessary to provide Vehicles ready for use on

delivery, shall be included in the offer and shall confirm in strength and Quality of material and workmanship.

- 3.4 All standard equipment items which are normally provided by the Manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all componets advertised in the manufacturer's literature as being included or required with stated option shall be furnished. Any deviations must be stated in writing.
  - 3.5 The City reserves the right to accept minor modifications to or deviations from any specifications stated herein, as long as the proposed vehicles meet the intent, of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.
  - 3.6 Failure to submit sufficient data / specifications / literature to allow a Through evaluation of your bid, may be cause for rejection of your bid; therefore, included copies of all pertinent data, specifications or manufacturer's descriptive literature. City of Albuquerque may request more information to properly evaluate your bid.
- 4.0 PRFOMANCE SPECIFICATIONS:
- 4.1 **PAYLOAD:** Vehicles must be capable of packing and transporting a minimum 20,000 lbs. Payload twice daily with all options added to the complete vehicle, while complying with all State of New Mexico, OSHA and Federal laws and regulations. Maximum weight with payload will be in accordance with the New Mexico State and Federal bridge laws. The Solid Waste Management Department requires a minimum of 20,000 pounds payload and all required bid specifications not to exceed Bridge Law Limits. **NEW MEXICO BRIDGE LAW APPLIES.**
  - 4.2 **CHASSIS CERTIFICATION OF COMPATIBILITY.** Cab manufacturer must certify that all components including but not limited to the cab, frame, power plant, drive train, suspensions, axles, brakes, wheels, tires, and packer body as proposed are compatible and roadworthy, **THIS CERTIFICATION SHALL BE SUBMITTED WITH YOUR BID.**
  - 4.3 **COOLING SYSTEM CERTIFICATION: LETTER MUST BE SUBMITTED WITH THIS RFB THAT ENGINE MEETS COOLING CERTIFICATION FOR 5,000 FT. ALTITUDE.**
- 5.0 **PHYSICAL SPECIFICATIONS:** Vehicles proposed must meet or exceed the

below stated minimum specifications:

### CHASSIS SPECIFICATIONS

- 5.1 GROSS VEHICLE WEIGHT RATING of 66,000 lbs. Minimum.
- 5.2 A MINIMUM ISL- 330 Horsepower Fully Electronic Diesel Engine, with a minimum of 1150 foot lbs. of torque. Certification must be submitted with this RFB for year 2007 compliance. This certification must include all components of the truck. The vendor will be responsible for all labor and material costs for repairs if vehicles are NOT year 2007 compliant. This certification must be included in bid. Must meet year 2007 EPA Emission Standards.  
  
( ENGINE TO RUN ON 5% thru 20% BIO-DIESEL FUEL ).
- 5.3 SPIN – ON OR CARTRIDGE, FUEL, OIL AND WATER FILTERS.
- 5.4 AIR CLEANER shall be a Donaldson or equal.
- 5.5 Alterernator to be a Leece-Neville 12v 160AMP.
- 5.6 STARTER- Delco Remy 12v with a thermo protection circuit system.
- 5.7 Donaldson or equal free standing muffler.
- 5.8 TRASH GUARD to be mounted over turbocharger.
- 5.9 TRANSMISSION: Allison 4500 RDS with oil level sensor in pan. Allison HD Electronic Station Shifters. An over/speed control system connected to transmission computer to cut-out hydraulic pump at a preset speed of 30 mph.
- 5.10 SUSPENSION SYSTEM:
  - 5.10.1 Front Axle: 20,000 lbs.
  - 5.10.2 Front Suspension: 20,000 lbs.
  - 5.10.3 Rear Axles: 46,000 lbs. Rear axles with interaxle differential controlled from the cab. Install steel covers on axle temp. probes. **MUST BE TANDEM AXLES , NO THIRD AXLE ( NO NON DRIVE AXLE ) WILL BE ACCEPTED.**
  - 5.10.4 Rear Suspension: 46,000 lbs.

## 5.11 TIRES / WHEELS

5.11.1 Wheel Base to be minimum 210" or as needed to meet legal payload of 20,000 lbs. with all added accessories to complete vehicles. Turning circle not to exceed diameter of 55 feet measured from curb to curb.

5.11.2 Front Tires Michelin XZY-2S 315/80R22.5  
( front tires are rated for 10,000 lbs. )

5.11.3 Rear Tires Michelin XZY-2 315/80R22.5

5.11.4 Bud type front and rear wheels to be hub piloted

5.11.5 Front & Rear will have mud flaps. ALL ADVERTIZING  
MUST BE TURNED IN.

## 5.12 BRAKES:

5.12.1 Front Brakes 16.5" x 6" with outboard mounted drums.

5.12.2 Rear Brakes 16.5" x 8" with outboard mounted drums.

5.12.3 Anchorlok Life Seal parking brake chambers on all rear axles.

## 5.13 AIR SYSTEM:

5.13.1 Steel braided compressor discharge line.

5.13.2 Bendix AD-IPED EXTENDED PURGE Air Dryer with heater, to be located on left outside of frame rail.

5.13.3 A 16.5 CFM Bendix TU- FLO 750 or equal Compressor with the air intake taped into the engine intake system.

## 5.14 DRIVE SHAFT:

5.14.1 Main Drive Shaft: Spicer 1810 OR EQUQL

## 5.15 FRAME :

The frame shall meet or exceed the current highest industry Standards and requirements for frame. The frame shall be warranted to be free from defects in material or workmanship for a period of

Five ( 5 ) Years.

5.16 CAB: LOW CAB FORWARD (SIT-DOWN DUAL DRIVE ).

5.16.1 The cab shall be manufactured in such a manner to allow for maximum visibility. Utilization of fiberglass in the manufacturing process of the cab shall be limited to non-structural areas. Air seat needs to be adjustable on BOTH sides.

5.16.2 High Visibility windows of standard manufacturer's design with Factory Tint. Both doors to be one piece construction only.

5.16.3 Tilt cab with hydraulic tilt and Air assist.

5.16.4 Heater / defroster / air conditioner with duct available at floor level. Air conditioner must cool cab for the stop and go operation of all vehicles.

5.16.5 Dual sun visors on all units.

5.16.6 Cab will be fully insulated; sound deadened and shall have a full head liner and engine tunnel, padded vinyl covering OR COMPOSIT. Floor shall have full padded rubber floor mats.

5.16.7 Variable speed dual wiper and washer motors.

5.16.8 Electric horn and Dual Air horns with control on right sides of cab.

5.16.9 One ( 1 ) Electric back – up horns (must meet OSHA requirements).  
One Located on the last crossmember at rear of vehicle.  
(107decesadle Back-up Horn).

5.16.10 FULL STANDARD MOTORIZED MIRRORS ELECTRICALLY OPERATED WITH HEATERS.

5.16.11 Grab handles will be mounted on both inside and outside of cab and will meet all OSHA requirements.

5.16.12 Cigarette lighter

5.17 GAUGES: DUAL GAGE CLUSTERS COMPLETE FOR DUAL DRIVE SYSTEM

5.17.1 All oil levels to be accessible without having to tilt cab.

- 5.17.2 Electrical tachometer
  - 5.17.3 Manufacturer's standard speedometer / odometer
  - 5.17.4 Electrical oil pressure gauge, water temperature gauge, volt gauge, in dash.
  - 5.17.5 Included in cluster, warning lights for low air pressure, parking brake on, high water temperature, high transmission temperature and transmission in neutral light. Axle temperature gauge for rear axle, engine oil temperature gauge.
- 5.18 ELECTRICAL SYSTEM:
- 5.18.1 A body junction box to be used with stud connections.
  - 5.18.2 The body junction box will accommodate the following systems: Marker lights, tail lights, right and left turn signal, stop lights, back- up lights and back-up horn.
  - 5.18.3 Four (4) batteries with a total of 2600 CCA minimum.
  - 5.18.4 All circuits loads shall be controlled by a Flaming River 2 post (OR EQUAL) with lockout switch to be mounted as close as possible to battery box.
  - 5.18.5 RADIO: All vehicles will be equipped with am-fm radios, manufacturer's standard. Antenna for radios must be mounted on left side of cab.
- 5.19 LIGHTS:
- 5.19.1 Flush type clearance lights.
- 5.20 FRONT BUMPER to be steel full width.
- 5.21 Front frame mounted loops, shall be of sufficient size to pull 66,000 lbs.
- 5.22 Engler Hub meter or equal shall be mounted on the left rear axle.
- 5.23 80 GALLION FUEL TANK: Mounting shall be dual formed or cast cradles. Fuel lines shall be steel braided from fuel tank to engine.
- 5.24 PAINT:

- 5.24.1 Paint entire inside and outside of cab and chassis, to include frame, bumper, axles, tanks, battery box. Dupont Imron Blue P3594 OR EQUAL, to be determined by mutual agreement between Contractor and City.
- 5.24.2 All non-aluminum rims will be painted white. Aluminum wheels need not be painted.
- 5.25 PACKER BODY: Specifications are for a Standard Packer body with a minimum of 20,000 lbs. legal Payload for a Automated Side Loader. Packing System to be able to pack NORMAL household material. PACKER BODY SHALL HAVE A FULL THREE YEAR WARRANTY, TO INCULDE PACKER BODY AND ALL SWITCHS AND CONTROLS THAT WORK WITH PACKER BODY. A WRITTEN LIST OF ALL PARTS THAT ARE NORMAL WEAR PARTS, THAT ARE NOT COVERED IN THE THEREE YEAR WARRANTY MUST BE INCLUDED WITH YOUR BODY BID.
  - 5.25.1 If necessary the packer body must be able to allow access to the inside of the box, behind injector blade to facilitate performance of maintenance services. If necessary a ladder on right side of box to access hopper area. A safety cut off system to disable front mount pump when ladder is down. Access door on left & right side to meet ANSI Standards.
  - 5.25.2 The structural integrity of the body shall allow high density of 20,000 lbs.
  - 5.25.3 Hopper to be designed to accommodate 65 gallon through 95 gallon containers. HOPPER COVER TO CONTAIN TRASH TO PREVENT LITTERING. ( hopper control switch to be operated from inside of cab.)
  - 5.25.4 Body floor minimum single piece construction utilizing hi tensile steel. ( 3 year warranty )
  - 5.25.5 Body sides, roof and floor shall be reinforced so as to withstand continuous operation at maximum imposed loads, with 3 year warranty. No skip welding will be accepted.
  - 5.25.6 Guides on body floor shall be warranted for Five ( 3 ) years.
  - 5.25.7 Reinforced sides on interior of packer area.( 3 year warranty )
  - 5.25.8 Pre-compaction by the packer blade shall be accomplished by two ( 2 ) double acting hydraulic cylinders OR 1 DOUBLE ACTING HYDRAULIC CYLINDER.

5.25.9 Auto Select Packing, with continuous or selected cycle, with complete packing system.

5.25.10 Tailgate shall be of heavy duty construction, reinforced with THREE year warranty on tailgate.

5.25.11 FULL PACKER BLADE shall be constructed with abrasion resistant steel and capable of resisting shearing and breaking forces of large objects during the compaction cycle. Packer blade shall be constructed of hi tensile steel. Follower plates are acceptable, but must have a sixty ( 36) month warranty. No exceptions on wear items allowed on lifting mechanism or follower plate, channel and rollers. Warranty must be included in bid. ( 12-15 SECOND CYCLE TIME )

5.25.12 EJECTION SYSTEM: Ejection of trash will be done by Hoist Body OR FULL ENJECTION

5.25.13 HYDRAULIC PUMP, PTO & ALL CYLINDERS WILL BE WARRANTIED FOR A FULL THREE YEARS.

5.25.14 LUBRICATING SYSTEM: Manufacture Standard Automatic lubricating system on complete packer body to include tailgate. ( 2 year warranty ) ( high pressure SAE hoses for complete auto lube system. )

5.25.15 Mansoor Rear Vision Camera kit or equal installed ( wide angle cameras mounted to view hopper area and rear of vehicle. ( 2 year warranty )

5.25.16 One ( 1 ) Electric back-up (must meet OSHA requirements). To be located in the center of the tailgate. (107 decasable Back-up Horn).

## 5.26 HYDRAULIC COMPONENTS:

5.26.1 Reservoir: ( Hydraulic tank to be manufacture Standard.)  
A shut off valve and tank drain plug. A Pall 10 micron return line filter with indicator light in dash. A 141 micron reusable suction filter, a visual oil level indicator for hydraulic tank. (3year warranty )

5.26.2 Hose and Fittings:  
Heavy duty double wire braided aeroquip or equal SAE hose with JIC fittings and seamless steel tubing. NO SLIP ON HYDRAULIC HOSES WILL BE ACCEPTED ON COMPLETE SYSTEM.

5.26.3 All hydraulic lever controls shall be of feathered type. ( 3 year warranty )

5.26.4 PUMP:

HOT SHIFT PTO W/HYDRAULIC PUMP AND SUPPORT BRACKET. THE P.T.O. , HYD. PUMP AND TRANSMISSION WILL BE WARRANTIED FOR A FULL ( 3 ) YEARS.

5.26.5 The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads. Must install tamper proof cap on pressure setting valves.

5.26.6 All multi-spool control valves shall be of a sectional design to allow servicing without replacement of the entire valve. ( 3 year warranty )

5.27 LIFTING MECHANISM

5.27.1 Lifting mechanism will have to grip, lift and bring container to body and dump into hopper with a MINIMUM capacity of 450 lbs. Each vehicle must be tested for a maximum of 450 lbs. lifting capacity by an independent source and a certification must be included with each vehicle at time of Delivery. (Lifting mechanism to include chains, cables, rollers, hyd. motors, slow down valves and sprockets. (3 year warranty )

5.27.2 Lifting mechanism and packing system to be separate hydraulic systems.

5.27.3 Lifting mechanism shall be capable of extending EIGHT ( 8 ) feet. All Gripper components to be warranted for five years. Dumping cycle Time to be a maximum of 8 seconds (AVERAGE).

5.28 Miscellaneous:

5.28.1 One ( 1 ) Heavy duty Fire Extinguisher bracket with a 10 lb. ABC fire extinguisher to be mounted to tool box.

5.28.2 One ( 1 ) tool box to be 20" L x 18" H x 18" D. Tool box to be mounted horizontally, door must open downward toward the ground. Door must have a safety chain on each side. Tool box needs to be mounted to frame.

5.28.3 Lights:

All rear body lights to be LED lights on rear of tailgate.

5.28.4 Decals:

All Safety Labels.

A caution Decal 24" x 75" to read ( CAUTION VEHICLE STOPS AND BACKS FREQUENTLY ) PART # 99-0405-DV.

( Caution Decal to be mounted on lower half of tailgate. )

5.28.5 Intelli-Flash Series Model #650201 Flashing LED Light Kit mounted on rear of tailgate.

6.0 SERVICE FACILITIES:

All warranty services and repairs necessary as a result of this RFB shall be the responsibility of the Vendor not the manufacture. If the city is allowed to do in-house Warranties as a Warranty Dealer, the city shall coordinate with the Packer Body Manufacture on Parts and Labor on warranty repairs by written agreement.

6.1 Have had in operation a full service shop for at least twelve (12) months prior to the bid due date.

6.2 Demonstrate proof that the subcontractor has a full service shop , which has been in operation for at least twelve (12) months prior to bid due date.

6.3 If your offer includes a declaration that you will subcontract any or all of the warranty maintenance and repair work, include all supporting documentation agreements, letters of intent from your proposed subcontractors. Such additional documentation shall, as a minimum:

6.3.1 State proof of subcontractor's intent and promise to perform the Necessary services:

6.3.2 State proof of in detail subcontractor's ability to perform the Necessary services:

6.3.3 State proof of subcontractor's prior experience in providing the Proposed subcontracted services:

6.4 SERVICE FACILITIES IDENTIFICATION:

A service facility information form for your facility and any subcontractors facilities may be required (upon Departments request) before an award of contract is made. A form will be provided if the Department request this action. Vendor must complete and return to Purchasing for evaluation within 5 days of request. Failure to do so may cause your bid to be non-responsive. If the city is allowed to be a Warranty Dealer, 6.4 through 6.4.3 will now be in void.

6.4.1 Such facility shall be located within 20 miles of the intersection of Edith Blvd and Griegos Rd. N. E. Possess the capability of major

and minor, refuse vehicle component replacement and repair, but not necessarily limited to:

- 6.4.2 All facets of repairs, including parts & labor replacement, related to the total vehicle.
- 6.4.3 Solid Waste Management, if it deems it necessary, shall have the right to inspect all Service Facilities.
- 6.4.4 Solid Waste Management Employee's would like to be **CERTIFICED TO PERFORM WARRANTY WORK ON ALL REFUSE VECHILES.**

7.0 **5-DAY LIMIT ON WARRANTY REPAIR WORK:**

The Vendor shall assure that all needed repairs will be completed within a five (5) working day period. In the event that the repairs are not completed within that time period, the City may charge the vendor a daily amount not to exceed \$100 dollars per day per unit for each full day over the limit or pro-rate portion thereof.

8.0 **REPAIR PARTS:**

Vendor shall make available repair parts (for normal wear items) peculiar to the vehicles (including packer body) for a period of not less than 7 years, and shall carry adequate spare parts inventory to satisfy the City's actual needs during that period . To include all maintenance parts.

- 8.1 The Vendor shall furnish to the City a listing of all normal and rapid wear items considered essential to routine maintenance of the vehicles furnished, 14 working days after contract is awarded. These parts shall be available locally. If the city is allowed to be a Warranty Dealer, all parts will be coordinated between the city and the Packer Body Manufacture.

9.0 **DELIVERY:**

9.1 **Delivery Schedule:**

The Vendor shall provide the City within 14 working days following notification of award, a factory manufacturing and assembly schedule leading to delivery of the units offered to the Solid Waste Management Department.

9.2 Delivery Time:  
Each vehicle consisting of cab, chassis, engine and packer body in working order, ready for collection service, shall be delivered to the City within One Hundred Fifty (150) days after receipt of order.

9.3 Delivery Point:  
The delivery point for completed vehicles shall be:

City of Albuquerque, Solid Waste Management Department  
Attention: Superintendent, Vehicle Maintenance Division

4600 Edith Boulevard, N.E.  
Albuquerque, New Mexico 87107  
(505) 761-8100

9.4 FREIGHT PREPAID:  
Freight shall be FOB Destination-Freight Prepaid.

#### 10.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:

Liquidated damages in the amount of \$100 dollars per day per truck will be assessed against the vendor for each calendar day, or pro-rate portion thereof, beyond the specified delivery schedule, that the vehicles are not delivered in acceptable condition as required. This paragraph also applies to any period that the successful offerer is given by the City to cure its vehicles deficiencies. The city will not unreasonably withhold acceptance of any work or materials furnished as a result of this RFB.

10.1 Delays due or causes found by the City not to be under the reasonable control of the Vendor and / or the manufactures of the vehicles offered, will not be counted when assessing liquidated damages. The sum of any liquidated damages will be deducted from any monies due to the vendor. These deductions are to cover additional expenses of the City resulting from failure of the Vendor to complete delivery within the designated time. This paragraph is not to be construed as limiting the City's imposition of any damages to only that of liquidated damages.

#### 11.0 LICENSES, PERMITS:

The Vendor shall obtain all necessary temporary licenses, permits and

insurance for each vehicle prior to its delivery. Any such licenses, permits and insurance shall be maintained by the Vendor for the evaluation period, until after final acceptance of the vehicles by the City.

12.0 TRAINING:

The Vendor shall provide in-house operational and maintenance / repair training for a maximum of 35 employee's of 8 hours of training per mechanic. This training shall be provided by a qualified technician knowledgeable in all aspects of refuse collection vehicles and their operation (provide to 5 persons or less at a time) Upon request, the Offerer shall provide an outline of its training program and identify the trainer(s) and their qualifications.

13.0 MANUALS:

Total of (5) five operators manuals and CD-ROM if available for trucks ordered, operators manual for packing system, parts manual for truck and current line sheet. Shop Repair Manual, Electrical Schematic, Hydraulic Schematic and Schematics for Cab, Chassis and Packer Body. Complete Engine Manual and Transmission Manual. Future updates on any changes up to (7) years.

14.0 VENDOR EMPLOYEES:

City reserves the right for any reason at anytime not inconsistent with applicable laws, rules, or regulations to request that Vendor remove any personnel provided by Vendor from performing services as a result of this RFB. Said removal shall take effect immediately upon the Solid Waste Management Department notifying Vendor, either orally or in writing, of its request for removal of said person. Such person shall not be allowed to perform any services hereunder without the prior written consent of the City. Any oral communication given under this paragraph, or elsewhere herein, shall Be immediately confirmed in writing.

15.0 SUBCONTRACTOR:

The Vendor must identify all intended subcontractors and the specific tasks of each at the time of its bid submittal. If an intended subcontractor is not identified until after award, said subcontractor cannot be utilized without first obtaining approval from the Solid Waste Department.

15.1 No firms which have been prohibited from doing business with the City of Albuquerque, their successor(s), assignee(s), subsidiary(ies) or their Affiliate(s) may function as subcontractor(s) to the Vendor.

15.2 Sub-contractor pass through requirements. Vendor shall require and certify to the City that each subcontractor utilized by Vendor hereunder shall comply with all requirements which are imposed on Vendor.

16.0 TRANSFER OF INTEREST:

Vendor shall not sell, assign, transfer or dispose of any interest hereunder without prior written consent of the City thereto. Any attempt by Vendor to make such transfer without prior written consent shall give the City the right to terminate this agreement without further obligation to the Vendor.

17.0 ACCEPTANCE OF UNITS:

17.1 The vehicles provided by the Vendor will be examined and tested for compliance with specifications and required performance contained herein. Any failure related to engineering / design deficiencies, workmanship of materials furnished as a result of this RFB must be adjusted, repaired or changed as appropriate. Units not meeting specifications or units experiencing breakdowns due to hydraulic failures or other failures will not be accepted and may be returned to the Vendor for remediation at no expense to the City. If the vehicle cannot be repaired within 14 working days the Superintendent of Solid Waste Managements Vehicle Maintenance must be notified in writing. The Vendor will be notified in writing by the City of any deficiencies in the vehicles construction or performances noted and must remedy any non-compliance with the specification with a (5) working day period beginning on the date and time the failure was reported to the Vendor.

17.2 "Acceptance" occurs when a vehicle has been approved by the City as having met all of the physical and performance specifications as set forth in this RFB and its resulting purchase order.

17.3 Acceptance of delivery of any vehicle shall not relieve the Vendor 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 requirements of this RFB and shall not waive the City's right to require compliance with those requirements.

17.4 Payment of invoices shall only be processed upon acceptance of the vehicles by the City. Final acceptance by the City Department's authorized representative, and processing of invoice(s) for payment.

17.5 Sufficient information and proof must be provided with your offer to allow through evaluation of the offerers ability to provide or subcontractor acceptable repairs and maintenance for the vehicles proposed. Failure to provide sufficient information may cause your bid to be considered as non - responsive.

17.6 Purchase of Vehicles offered, as a result of this RFB is contingent Upon Availability of sufficient funds.

18.0 DOT REGULATIONS:

At time of both initial and final acceptance by the City, each vehicle must meet all existing DOT Regulations and all applicable Federal, State and Local Emission Standards and Noise Standards.

19.0 WARRANTY:

19.1 A WRITTEN LETTER FROM THE VENDOR STATING ALL WARRANTY COVERAGES TO BE LISTED IN A LETTER AND A LIST OF ALL EXTENDED WARRANTIES AS A OPTION TO THIS BID.

Warranty shall cover all components set forth Below. Successful bidders shall warranty the entire packer body (to include the controls) to be free from defects in materials and workmanship for a period of THIRTY SIX ( 36 ) months or manufacturer's warranty, whichever is greater. This warranty shall be for 100% percent of labor and parts. Deviation from the specifications as stated herein will not be accepted and may cause your bid to be considered as non-responsive. This warranty shall cover normal wear and tear items.

19.2 Warranty shall cover all components of the cab and chassis, except those that may be set forth below. 100% of parts and labor defects in material and workmanship for 24 months or manufacturer's warranty whichever is greater. Transmission shall be warranted for twenty four (24) months or manufacturer's warranty, whichever is greater. This warranty shall also include replacement or topping off of transmission and hydraulic fluids, antifreeze and motor oil identified as a result of defects in parts and workmanship.

- 19.3 REGARDLESS OF WARRANTIES PROVIDED BY THE CAB, CHASSIS, PACKER, ENGINE OR ANY OTHER MANUFACTURER PROVIDING SERVICE, MATERIAL OR LABOR. THE VENDOR SHALL BE ULTIMATELY RESPONSIBLE FOR THE WARRANTY OF EACH VEHICLE. IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO COORDINATE ALL WARRANTY REPAIRS AND TO ENSURE THAT SUCH REPAIRS ARE COMPLETED SATISFACTORILY AND ON A TIMELY BASIS. THE VENDOR SHALL BE THE CITY'S ONLY CONTACT FOR WARRANTY REPAIRS, UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY THE SOLID WASTE MANAGEMENT VEHICLE MAINTENANCE SUPERINTENDENT.
- 19.4 Please provide cost of any available extended warranty.
- 196.5 Tires shall have standard manufacturer's warranty.
- 19.6 Chassis furnished as a result of this RFB shall be unconditionally warranted against any / all failures due to defects in workmanship and / or materials for two (2) years from date of acceptance.
- 19.7 All warranty repairs shall be accomplished utilizing original equipment manufacturer's (OEM'S) parts unless otherwise approved in writing by the Solid Waste Management Vehicle Maintenance Superintendent. Warranty will include replacement or topping off of lost hydraulic fluid and towing and hauling of vehicle to repair facility when problem is due to faulty material or workmanship.
- 19.8 Authorized Warranty Repair Facility Listing:  
Along with the warranty period for each major component proposed, the offer, shall provide with their offer a complete listing of all authorized Warranty Repair Facility that will be servicing the Vehicles during the appropriate warranty period(s).
- 19.8.1 This list shall include the facility name, whether or not it is an Authorized representative for the manufacturer, name and title of individual to contact, address and telephone number, components(s) authorized to be repaired under these conditions. Components subject to this requirement include, but are not necessarily limited to: engine,

transmission, rear suspension, front suspension, tires, air cleaner, starter, muffler, alarm and shut down, hydraulic power steering, steering pump, air dryer, fire suppression system (if furnished), hydraulic pump.

19.9 Any other work performed or materials furnished by the Vendor in connection with the furnishing of vehicles as a result of this RFB is to be warranted per the manufacturer's standard warranty.

19.10 Testing of Components Repaired Under Warranty:  
Warranty repaired hydraulic components shall be tested at rated pressure and flow simultaneously. Certification must be provided upon request.

**BOND REQUIREMENTS:** The Offerer and the selected vendor shall furnish the following bonds:

**BID BOND:**

Each offer **MUST** be accompanied by a Bid Bond in the amount of five percent (5%) of the total amount offered. The Bid Bond is provided as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request for Bids, will furnish a good and sufficient performance bond for the faithful performance of the contract, including, but not limited to, all warranties and guarantees. The OFFEROR must be named as principal on the bond.

**PERFORMANCE BOND:**

Prior to issuance of a purchase order and performance of any work under the resulting contract, and not later than fifteen (15) working days after notification of award, the selected vendor shall provide to the City a Performance Bond guaranteeing performance of the contract in accordance with all specifications, terms and conditions. Such bond shall be in an amount equal to one hundred percent (100%) of the total contract amount and shall be maintained throughout the term of the contract, which includes any warranty period, or for a period of two (2) years after final acceptance by the City of the vehicles bid, whichever term is longer. The selected vendor must be named as principal on the bonds.

All bonds must be written by a surety authorized to conduct business in the State of New Mexico and be listed as approved in the current Federal Register listing. The bonds shall be written on the forms provided in this RFB. **NO THIRD PARTY BONDS WILL BE ACCEPTED . CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS,**

LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE  
ACCEPTED IN LIEU OF THESE BONDS.

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SUPPLEMENTAL TERMS AND CONDITIONS  
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SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - 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.

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.

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.

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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.

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.

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.

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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.

# 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 Terms and Conditions or the Specifications of this bid, the order of applications shall be the Specifications, Supplemental Terms and 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 is 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 goods or 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 Offeror Comments 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 non-confidential 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) calendar 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 basement level of the Albuquerque/Bernalillo County Government Center, One 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 by 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 another written contractual commitment of acceptance by the City Purchasing officer is provided to the Offeror. A Recommendation of Award or Letter of Intent 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) 768-3320.

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.

- I. **Additions/Deletions of Items:** The City reserves the right to add ancillary items/services or delete items/services specified in the subsequent contract as requirements change during the term of the agreement. Items may only be added or deleted by written approval from the Purchasing Officer or designee.

Prices and/or discounts for additional items/services will be mutually agreed to by the City of Albuquerque and the contractor either;

- 1) Under the price structure of the bid to include price margin above contractor cost, or;
- 2) By quotation from contractor in which the City reserves the right to solicit comparable quotes within the market to validate pricing to be competitive, or;
- 3) As otherwise determined by the Purchasing Officer.

An amended contract (Purchase Order) will be issued for each addition or deletion, prior to change taking effect.

The City reserves the right to award these ancillary items to the primary contract vendor, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

- J. **Other Public Governmental Agencies:** (hereinafter, OPGA), with mutual agreement of awarded vendor, may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated.
- 1) Extension of use of the City of Albuquerque procurement or contract shall in no way impede on the vendors ability to fulfill the pricing, terms and conditions of the originating agreement with the City.
  - 2) It shall be the responsibility of the vendor to verify whether the purchasing entity is a legitimate entity in which to extend this option or whether it is a legal option for that entity under their applicable laws, rules and regulations.

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 other 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.

*Bid Bond*

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the OWNER, in the sum of \_\_\_\_\_ Dollars (\$) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid dated \_\_\_\_\_, \_\_\_\_\_, Bid Number \_\_\_\_\_, titled, \_\_\_\_\_, for \_\_\_\_\_, which Bid is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the OWNER shall accept the Bid of the Principal and the Principal shall enter into a Contract with the OWNER in accordance with the terms of such Bid, and give such bond or bonds as may be specified in Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Principal (Typed/Printed Name)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety (Typed/Printed Name)

By: \_\_\_\_\_

\_\_\_\_\_

***Performance Bond***

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_