

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2008-037-BH
TITLE: REMOVAL & DISPOSAL OF HAZARDOUS MATERIALS
OPENING DATE: OCTOBER 10, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

BERNICE HUGHES, SENIOR BUYER, (505)768-3339
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 OCTOBER 10, 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: RFB2008-037-BH

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

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OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2008-037-BH
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FOR FURTHER INFORMATION
CALL BERNICE HUGHES
AT (505)768-3339
FOB POINT: VARIOUS DEPARTMENTS

DELIVERY DATE: _____
(PLEASE SPECIFY)

REQUISITION 092018A

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

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PRICING DETAIL FORM
REQUEST NUMBER: RFB2008-037-BH

| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|---|------------|-------------|
| ***** | | | | | |
| | | | IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS FOR A TWENTY-FOUR MONTH PERIOD WITH OPTION TO EXTEND FOR TWO (2) TWELVE (12) MONTH PERIODS OR ANY PART OF A MONTH UPON MUTUAL AGREEMENT BETWEEN THE CITY AND CONTRACTOR. | | |
| 1 | 1 | 50.00 SF ESTIMATED | SUSPENDED (DROP) CEILING PANELS (EG. 2' X 2', 2' X 4', 1' X 2') GRID & WIRE INCLUDED. | _____ | _____ |
| ***** | | | | | |
| 1 | 2 | 50.00 SF ESTIMATED | ACOUSTICAL OR DECORATIVE CEILING TILES (EG. 12" X 12") AND MASTIC. | _____ | _____ |
| ***** | | | | | |
| 1 | 3 | 50.00 SQ ESTIMATED | PLASTER/FINISH COAT, TROWELED ON CEILING. | _____ | _____ |
| ***** | | | | | |
| 1 | 4 | 50.00 SF ESTIMATED | DRYWALL/TEXTURE, SHEETROCK; 8' -20' | _____ | _____ |
| ***** | | | | | |
| 1 | 5 | 50.00 SF ESTIMATED | SPRAYED-ON ACOUSTICAL CEILINGS (FRIABLE) | _____ | _____ |
| ***** | | | | | |
| 1 | 6 | 50.00 SF ESTIMATED | SPRAYED-ON ACOUSTICAL CEILINGS (NON-FRIABLE) | _____ | _____ |
| ***** | | | | | |
| 1 | 7 | 50.00 SF ESTIMATED | FIRE PROOF FINISH PANEL SYSTEM/ASPHALT TYPE MATERIAL | _____ | _____ |
| ***** | | | | | |
| 1 | 8 | 50.00 SF ESTIMATED | SPRAY APPLIED FIRE PROOFING (CREMENTATIOUS OR FIBEROUS) | _____ | _____ |
| ***** | | | | | |
| 1 | 9 | 50.00 SF ESTIMATED | SPRAYED-ON INSULATION, PORTABLE BUILDINGS (NON-FRIABLE) | _____ | _____ |
| ***** | | | | | |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|--|------------|-------------|
| 1 | 10 | 50.00 SF ESTIMATED | INTERIOR STUCCO | _____ | _____ |
| 1 | 11 | 50.00 SF ESTIMATED | METAL LATH AND PLASTER SYSTEM | _____ | _____ |
| 1 | 12 | 50.00 SF ESTIMATED | ROCK LATH AND PLASTER SYSTEM | _____ | _____ |
| 1 | 13 | 50.00 SF ESTIMATED | SPRAYED-ON INSULATION, PORTABLE BUILDINGS | _____ | _____ |
| 1 | 14 | 50.00 SF ESTIMATED | DRYWALL PENETRATIONS | _____ | _____ |
| 1 | 15 | 50.00 SF ESTIMATED | CEILINGS PENETRATIONS | _____ | _____ |
| 1 | 16 | 50.00 SF ESTIMATED | CEILING PENETRATIONS, CONCRETE | _____ | _____ |
| 1 | 17 | 50.00 SF ESTIMATED | ROOF FELT & INSULATION UP TO FOUR (4) PLY ROOF | _____ | _____ |
| 1 | 18 | 50.00 SF ESTIMATED | ROOF FELT AND INSULATION MORE THAN FOUR (4) PLY ROOF | _____ | _____ |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|------------------------------------|------------|-------------|
| 1 | 19 | 50.00 SF ESTIMATED | FLASHGUARDS | _____ | _____ |
| 1 | 20 | 50.00 SF ESTIMATED | DUCT SYSTEM INSULATION, SPRAYED-ON | _____ | _____ |
| 1 | 21 | 50.00 SF ESTIMATED | DUCT SYSTEM INSULATION, PLASTER | _____ | _____ |
| 1 | 22 | 50.00 SF ESTIMATED | DRYWALL/TEXTURE, SHEETROCK | _____ | _____ |
| 1 | 23 | 50.00 SF ESTIMATED | ACOUSTICAL TILES AND MASTIC | _____ | _____ |
| 1 | 24 | 50.00 SF ESTIMATED | BASEBOARD GLUE/MASTIC | _____ | _____ |
| 1 | 25 | 50.00 SF ESTIMATED | INTERIOR STUCCO | _____ | _____ |
| 1 | 26 | 50.00 SF ESTIMATED | TRANSITE PANELS | _____ | _____ |
| 1 | 27 | 50.00 SF ESTIMATED | LATH AND PLASTER | _____ | _____ |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|--|------------|-------------|
| 1 | 28 | 50.00 SF ESTIMATED | LATH AND PLASTER WALL PENETRATION | _____ | _____ |
| 1 | 29 | 50.00 SF ESTIMATED | WALL PENETRATIONS CMU W/VERMICULITE | _____ | _____ |
| 1 | 30 | 50.00 SF ESTIMATED | WALL PENETRATIONS, TRANSITE | _____ | _____ |
| 1 | 31 | 50.00 SF ESTIMATED | DRYWALL PENETRATIONS | _____ | _____ |
| 1 | 32 | 50.00 SF ESTIMATED | WALL PENETRATIONS, PLASTER/FINISH/STUCCO | _____ | _____ |
| 1 | 33 | 50.00 SF ESTIMATED | PANELING: WOOD, MANSONITE | _____ | _____ |
| 1 | 34 | 50.00 SF ESTIMATED | FLOOR TILES 9" X 9" AND 12" X 12" ACM MASTIC ACM, SINGLE LAYER | _____ | _____ |
| 1 | 35 | 50.00 SF ESTIMATED | FLOOR TILES 9" X 9" AND 12" X 12" ACM MASTIC ACM, MULTIPLE LAYERS | _____ | _____ |
| 1 | 36 | 50.00 SF ESTIMATED | FLOOR TILES 9" X 9" AND 12" X 12" ACM MASTIC NOT ACM, SINGLE LAYER | _____ | _____ |
| 1 | 37 | 50.00 SF ESTIMATED | FLOOR TILES 9" X 9" AND 12" X 12" ACM MASTIC NOT ACM, MULTIPLE LAYERS | _____ | _____ |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|---|------------|-------------|
| 1 | 38 | 50.00 SF ESTIMATED | FLOOR MASTIC ACM, SINGLE LAYER | _____ | _____ |
| 1 | 39 | 50.00 SF ESTIMATED | FLOOR MASTIC ACM, MULTIPLE LAYERS | _____ | _____ |
| 1 | 40 | 50.00 SF ESTIMATED | TILE NON-ACM AND MASTIC NON-ACM W/ENGINEERING CONTROLS, SINGLE LAYER | _____ | _____ |
| 1 | 41 | 50.00 SF ESTIMATED | TILE NON-ACM AND MASTIC NON-ACM W/ENGINEERING CONTROLS, MULTIPLE LAYERS | _____ | _____ |
| 1 | 42 | 50.00 SF ESTIMATED | SHEET VINYL/LINOLEUM, MASTIC ACM, SINGLE LAYER | _____ | _____ |
| 1 | 43 | 50.00 SF ESTIMATED | SHEET VINYL/LINOLEUM, MASTIC ACM, MULTIPLE LAYERS | _____ | _____ |
| 1 | 44 | 50.00 SF ESTIMATED | SHEET VINYL/LINOLEUM, MASTIC NOT ACM, SINGLE LAYER | _____ | _____ |
| 1 | 45 | 50.00 SF ESTIMATED | SHEET VINYL/LINOLEUM, MASTIC NOT ACM, MULTIPLE LAYERS | _____ | _____ |
| 1 | 46 | 50.00 SF ESTIMATED | FLOOR PENETRATIONS, CONCRETE, SINGLE LAYER | _____ | _____ |
| 1 | 47 | 50.00 SF ESTIMATED | FLOOR PENETRATIONS, CONCRETE, MULTIPLE LAYERS | _____ | _____ |

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PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|--------------------------|--|------------|-------------|
| 1 | 48 | 50.00 SF ESTIMATED | FLOOR PENETRATIONS, CONCRETE & ACM TILE | _____ | _____ |
| 1 | 49 | 50.00 SF ESTIMATED | CARPET | _____ | _____ |
| 1 | 50 | 50.00 SF ESTIMATED | MUD FITTINGS, FULL CONTAINMENT, GROSS REMOVAL | _____ | _____ |
| 1 | 51 | 50.00 SF ESTIMATED | TSI PIPE INSULATION ASBESTOS WRAPPINGS UP TO 6" PIPE (EG. MAGBLOCK, AIRCELL), FULL CONTAINMENT GROSS REMOVAL | _____ | _____ |
| 1 | 52 | 50.00 SF ESTIMATED | TSI PIPE INSULATION ASBESTOS WRAPPINGS UP TO 6" PIPE (EG. MAGBLOCK, AIRCELL) GLOVEBAG. | _____ | _____ |
| 1 | 53 | 2,000.00 SF ESTIMATED | INSULATION WRAPPING ON VESSELS, ONE UP TO 2,000 SQ. FT OF ACM, FULL CONTAINMENT, GROSS REMOVAL | _____ | _____ |
| 1 | 54 | 2,000.00 SF ESTIMATED | INSULATION WRAPPING OF VESSELS, 1 UP TO 2,000 SQ. FT OF ACM, MINI CONTAINMENT | _____ | _____ |
| 1 | 55 | 50.00 SF ESTIMATED | FLUE WRAPPINGS, 1 UP TO 1000 SQ. FT. OF ACM, GROSS REMOVAL, FULL CONTAINMENT | _____ | _____ |
| 1 | 56 | 50.00 SF ESTIMATED | FLUE WRAPPINGS, 1 UP TO 1000 SQ. FT. OF ACM, GROSS REMOVAL, MINI CONTAINMENT | _____ | _____ |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|-----------------------|--|------------|-------------|
| 1 | 57 | 50.00 SF ESTIMATED | TRANSIT PIPE | _____ | _____ |
| 1 | 58 | 50.00 SF ESTIMATED | BOILER INSULATION | _____ | _____ |
| 1 | 59 | 50.00 SF ESTIMATED | GASKETS AND VALVES (BOILERS, TANKERS, VALVES), FULL CONTAINMENT GROSS REMOVAL. | _____ | _____ |
| 1 | 60 | 50.00 SF ESTIMATED | GASKETS AND VALVES (BOILERS, TANKERS, VALVES), GLOVEBAG | _____ | _____ |
| 1 | 61 | 50.00 SF ESTIMATED | GASKETS AND VALVES (BOILERS, TANKERS, VALVES), MINI CONTAINMENT | _____ | _____ |
| 1 | 62 | 50.00 LF ESTIMATED | CUT & WRAP PIPE W/TSI PIPE | _____ | _____ |
| 1 | 63 | 50.00 EA ESTIMATED | FITTINGS | _____ | _____ |
| 1 | 64 | 50.00 SF ESTIMATED | PLASTER WRAPPINGS, STRAIGHT RUNS UP TO 6" PIPE, FULL CONTAINMENT | _____ | _____ |
| 1 | 65 | 50.00 SF ESTIMATED | PLASTER WRAPPINGS, STRAIGHT RUNS UP TO 6" PIPE, REMOVAL OF PIPE USING GLOVEBAGS. | _____ | _____ |
| 1 | 66 | 50.00 SF ESTIMATED | CLEAN-UP OF TUNNELS, TRENCHES, CRAWL SPACES, CHASES, ETC. TO INCLUDE; REMOVAL OF ALL DEBRIS. | _____ | _____ |

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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|--------------------------|---|------------|-------------|
| 1 | 67 | 50.00 SF ESTIMATED | CLEAN UP OF TUNNELS, TRENCHES, CRAWL SPACES, CHASES, ETC. TO INCLUDE; REMOVAL OF ALL DEBRIS | _____ | _____ |
| 1 | 68 | 50.00 SF ESTIMATED | INITIAL PRE-CLEANING OF AREAS THAT ARE ADJACENT TO ABATEMENT AREAS | _____ | _____ |
| 1 | 69 | 250.00 SQ ESTIMATED | EXTERIOR PLASTER, TROWELED OR SPRAYED ON EXTERIOR WALLS, 0-250 SQ. FT | _____ | _____ |
| 1 | 70 | 500.00 SF ESTIMATED | EXTERIOR PLASTER, TROWELED OR SPRAYED ON EXTERIOR WALLS, 250-500 SQ. FT. | _____ | _____ |
| 1 | 71 | 1,000.00 SF ESTIMATED | EXTERIOR PLASTER, TROWELED OR SPRAYED ON EXTERIOR WALLS, 500 - 1000 SF. | _____ | _____ |
| 1 | 72 | 1,500.00 SF ESTIMATED | EXTERIOR PLASTER, TROWELED OR SPRAYED ON EXTERIOR WALLS, 1000 AND UP SQ. FT. | _____ | _____ |
| 1 | 73 | 250.00 SF ESTIMATED | FIRE DAMAGE, OCCUPIED SPACE, ALL CONTENTS REMOVED, 0-250 SQ. FT | _____ | _____ |
| 1 | 74 | 500.00 SF ESTIMATED | FIRE DAMAGE, OCCUPIED SPACE, ALL CONTENTS REMOVED, 250-500 SQ. FT. | _____ | _____ |
| 1 | 75 | 1,000.00 SF ESTIMATED | FIRE DAMAGE, OCCUPIED SPACE, ALL CONTENTS REMOVED, 500-1000 SQ. FT | _____ | _____ |
| 1 | 76 | 1,500.00 SF ESTIMATED | FIRE DAMAGE, OCCUPIED SPACE, ALL CONTENTS REMOVED, 1000 & UP | _____ | _____ |

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 PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|--------------------------|---|------------|-------------|
| 1 | 77 | 250.00 SQ ESTIMATED | FIRE DAMAGE, UNOCCUPIED SPACE, 0-250 SQ. FT. | _____ | _____ |
| 1 | 78 | 500.00 SF ESTIMATED | FIRE DAMAGE, UNOCCUPIED SPACE, 250-500 SQ. FT. | _____ | _____ |
| 1 | 79 | 1,000.00 SF ESTIMATED | FIRE DAMAGE, UNOCCUPIED SPACE, 500-1000 SQ. FT. | _____ | _____ |
| 1 | 80 | 1,500.00 SF ESTIMATED | FIRE DAMAGE, UNOCCUPIED SPACE, 1000 & UP SQ. FT. | _____ | _____ |
| 1 | 81 | 50.00 SF ESTIMATED | CONTAMINATED SOIL, REMOVE 6" DEEP | _____ | _____ |
| 1 | 82 | 50.00 HR ESTIMATED | LEAD ABATEMENT, TECHNICAN | _____ | _____ |
| 1 | 83 | 50.00 HR ESTIMATED | LEAD ABATEMENT, SUPERVISOR | _____ | _____ |
| 1 | 84 | 50.00 SF ESTIMATED | LEAD ABATEMENT, TRANSPORT AND DISPOSAL | _____ | _____ |
| 1 | 85 | 50.00 HR ESTIMATED | MOLD ABATEMENT, TO INCLUDE MATERIAL, SET-UP, LABOR AND DISPOSAL, TECHNICIAN | _____ | _____ |
| 1 | 86 | 50.00 HR ESTIMATED | MOLD ABATEMENT, TO INCLUDE MATERIAL, SET-UP, LABOR AND DISPOSAL, SUPERVISOR | _____ | _____ |

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PRICING DETAIL FORM
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| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|---------------|------------------|------------|-------------|
|-----------|----------|---------------|------------------|------------|-------------|

GROUP TOTAL PRICE =====

ANCILLARY SERVICES THAT MAY BE REQUIRED IN ADDITION TO THOSE SPECIFIED ON ITEMS 1-86. THESE PRICES MUST BE INCLUDED FOR YOUR BID TO BE CONSIDERED RESPONSIVE. THESE PRICES WILL NOT BE USED IN THE TABULATION.

\$ _____

YOUR PRICE MUST INCLUDE ALL TAXES, INSURANCE AND BONDS. FOR TECHNICAL INFORMATION ON THIS BID CONTACT PATRICK SANCHEZ AT 924-3451, FOR QUESTIONS REGARDING THIS RFB CONTACT BERNICE HUGHES AT BHUGHES@CABQ.GOV.

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

SPECIFICATIONS
FOR
ASBESTOS & ENVIRONMENTAL ABATEMENT
RFB 2008-037-BH

General Requirements:

The purpose of this RFB is to enter into a legal contract with competent bidders capable of meeting the minimum requirements set forth by the City of Albuquerque's Planning Department, Code Enforcement Division for removing and disposing asbestos containing materials, lead containing based paints, methamphetamine and or chemical by products. Other hazardous substances such as mold contaminants, bio-hazards, sewage contaminants and animal waste.

The work performed by the contractor(s) may include the removal of asbestos containing materials lead containing based paint, methamphetamine and/or chemical by products, other hazardous substances such as mold contaminants, sewage contaminants, bio hazards and animal waste within residential and commercial buildings, and vacant/abandoned property within the city limits of the City of Albuquerque.

The following general requirements are made part of this RFB, and will include all aspects of the attached bidding documents, including line item price schedules and technical specifications. Any/all bidders participating in this RFB will adhere to all requirements within the bidding documents, including local, state, federal EPA regulations, and the Department of Labor's Public Works prevailing wage requirements.

General Provisions for Submission of Bids

New Mexico GB98 and GS 29 Licensing by the Construction Industries Division. **Attach a copy of each license to bid in order bid to be considered responsive.**

Perform abatement in accordance with Federal EPA, and the City of Albuquerque's Air Quality Bureau minimum requirements.

The firms must respond within 24 hours or as otherwise specified by Albuquerque Code Enforcement.

Provide pricing for abatement and/or hazardous materials remediation using the line item agreement.

Known quantities of asbestos and lead materials shall be priced using the unit price format. Unknown quantities of hazardous materials such as mold contaminants, methamphetamine lab clean-ups, bio hazards, animal waste and sewage waste clean-up but not limited to shall be priced using the hourly rate submitted with estimated man hours.

Individual work tasks will be awarded based on price, and responsiveness of the bidder(s).

Qualifications

Contractors must provide written evidence of certification by the U.S. Environmental Protection Agency (EPA) to perform Asbestos Abatement, lead abatement, methamphetamine lab clean-ups, mold contaminants, bio hazards, animal waste, and sewage waste clean-up remediation within the City of Albuquerque. **Copy of certification is to be included in bid for bid to be considered responsive.**

Contractors must provide written evidence that it employs EPA certified personnel in sufficient quantity to meet the needs of the City of Albuquerque.

Contractor must provide written evidence of the equipment available to personnel employed by the Contractor to perform combination asbestos and/or lead abatement and other hazardous materials.

Contractor must utilize an EPA recognized laboratory to accurately analyze OSHA compliance for asbestos, lead paint, methamphetamine lab by products, mold contaminants, bio hazards, animal waste, and sewage contaminants and other hazardous materials analysis.

All inspectors and abatement technicians must be accredited per EPA (NESHAP) certified regulations.

A history of the firm and licenses need to be included with the bid response.

Pollution insurance will be required as well as general liability insurance. **An insurance certificate needs to be included with the bid response to be considered responsive.**

Three references need to be included with bid response to be considered responsive.

All violations a firm has received from EPA within the last 36 months need to be disclosed with bid response.

A bid bond needs to be included with bid response to be considered responsive.

Evidence of principal's experience in abatement/testing.

Description of work

The work specified shall be the removal and/or encapsulation of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.

The Contractor(s) will supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work. The Contractor(s) will also be required to bring in a generator or have an electrician bring in pigtails to complete the work. The City of Albuquerque reserves the right to have the Contractor supply and install all materials and labor to complete the project.

The Contractor(s) **will** be required to obtain all necessary permits if the assigned project requires demolition. The project will be permitted and inspected by City or local authorities.

Prior to commencement of any project, the Contractor(s) must consider special conditions at the site when performing the asbestos abatement, (e.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, penetrating the work area or contaminating surfaces.) The Contractor(s) will be responsible for obtaining this information from City of Albuquerque during the Project Start meeting.

The Contractor(s) is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original as specified in individual scope of work. The Contractor shall, during the progress of work, remove and dispose all debris (non-asbestos materials included) and keep the premises clean. Upon completion of the work, the Contractor(s) will remove all construction equipment and surplus materials (except materials that are to remain the property of the City of Albuquerque as provided in specifications.) Any damages caused during the performance of abatement activities shall be repaired by the Contractor(s) at no additional expense to the City of Albuquerque.

General Requirements

All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. In the event of conflict between the job requirements or these specifications, the more stringent shall govern.

Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5.2 shall be available at the work site in the clean change area of the worker decontamination system.

Specific Requirements

Occupational Safety and Health Administration (OSHA)

Title 29 – Code of Federal Regulations Section 1910.1001-General Industry Standard for Asbestos.

Title 29 – Code of Federal Regulations Section 1910.134 – General Industry Standard for Respiratory Protection 1910.1101

Title 29- Code of Federal Regulations Section 1926 – Construction Industry

Title 29 – Code of Federal Regulations Section 1910.2 – Construction Industry

Title 29 – Code of Federal regulations Section 1910 – Hazard Communication

Environmental Protection Agency (EPA)

Title 40 – Code of Federal Regulations Part 61 National Emission Standard for Asbestos

Title 40 – Code of Federal Regulations Part 763 Asbestos Abatement Projects; Worker Protection; Final Rule and Asbestos – Containing Materials in Schools; Final Rule and Notice; Model AccrediationPlan.

The Contractor must comply with New Mexico State Construction Industries Licensing Act and LPG Act, 1978.

Prior to Commencement of Work, Prestart Meeting:

Should abatement projects involving greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering or composing building structures or components, a written notification in accordance with 40 CFR Part 61, to the appropriate State or Federal State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Hazardous Air Pollutants (NESHAPP). Provide The City of Albuquerque with a copy of the notice. The Contractor shall provide evidence that the EPA has been notified of the removal procedures and the location of the waste disposal. Attach copies of notification forms that are sent to the City of Albuquerque, Planning Department, Code Enforcement Division, 600 2nd Street N.W., Suite 500, Albuquerque, New Mexico 87102.

Submit proof satisfactory to the City of Albuquerque that required permits, site location and arrangements for transport and disposal of asbestos containing materials have been made. Submit the name of the landfill to be used for the disposal. Submit proof that all regulations pertaining to asbestos disposal will be met. Obtain and submit a copy of an asbestos manifest signed by the owner of the landfill.

Submit documentation satisfactory to the City of Albuquerque that Contractor's employees, including foremen, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and understand the hazards of asbestos as per Section 4.1 of this document.

Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910 and OSHA 29 CFR 1926. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical containments) that may impact on the employee's ability to perform work activities.

Submit to the City of Albuquerque, for each individual project, shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as detailed in this specification and required by applicable regulations. (City of Albuquerque may wish to specify these layouts in the specifications.)

Within City of Albuquerque, two (2) days prior to mobilization, inspect the premises where all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79.

When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to City of Albuquerque with close out documents.

Document NIOSH & MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.

Submit pre-abatement air sampling results (if conducted, these samples are optional, since the Contractor rarely has access to the site prior to job initiation.) Include location of samples, name of Air Sampling Professional, equipment, and methods utilized for sampling and analysis.

Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA 29 CFR 1910.

Submit to the Contractor, results of pre-abatement air sampling (if conducted) including location of samples, names of the Air Sampling Professional, equipment utilized and method of analysis.

Document that the City of Albuquerque employees who will be required to enter the work area during abatement have received training equal to that detailed in Part 4, Section 4.1 (Training may be provided by the Contractor or a City of Albuquerque training consultant at The City of Albuquerque's discretion.)

Provide to the Contractor information concerning access, shut down and protection requirements of certain equipment and systems in the work area.

During Abatement Activities and to be included in Closeout Documents

Submit weekly to the Code Enforcement Supervisor (or as otherwise required by the City of Albuquerque) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk material and air sampling results conducted by Contractor's Project Monitor.

Submit copies of the Code Enforcement Supervisor of all transport manifest, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process.

Submit daily to the Project Manager, copies of work site entry log books with information on worker and visitor access.

Prior to use on the project and at least weekly during the project, submit log documents to the Project Manager of HEPA filter inspection of HEPA vacuums for damage and proper installation and differential pressure readings on negative pressure ventilation units.

Submit manometer readings. A hand written log may be substituted for machine printout for verification of negative .02 inches water column on negative pressure enclosure.

Submit to the Code Enforcement Supervisor results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.

Submit to Code Enforcement Supervisor results of material testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of encapsulate for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces.)

Post in the clean room area of the worker decontamination enclosure, the testing laboratory and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officers.)

During Abatement

Submit to the Contractor, results of bulk material analysis and air sampling data collected during the course of the abatement. These sample results are for information only. They serve only to monitor the Contractor's performance during the project and shall not release the Contractor from any responsibility to sample for OSHA compliance.

Site Security

The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, City of Albuquerque employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the worker decontamination facility.

The Contractor shall report entry into the work area by unauthorized individuals immediately to the City of Albuquerque.

A log book shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.

The Contractor is responsible to ensure security to the building in areas that may have been modified as necessary for the project. The Contractor is responsible for any modifications including parts and labor. At completion of project, all modifications must be returned to preabatement conditions.

Access to the work area shall be through a single worker decontamination system in a designated location at the work site. All other means of access (doors, windows, hallways, etc.) shall be blocked by temporary walls constructed by the Contractor or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside; however, they shall be sealed with polyethylene sheeting and tape until needed. Contractor shall inspect and record time of inspection on a daily log.

Contractor should have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment. The Contractor will be issued a key to the worksite. The Contractor will be responsible for returning keys to City of Albuquerque at the completion of the project. If keys are not returned or lost, the contractor will be invoiced for re-keying the respective property.

Contractor will have the City of Albuquerque's assistance in notifying building occupants of impending activity and enforcement of restricted access by City of Albuquerque employees.

Emergency Planning

Emergency planning shall be developed prior to abatement initiation and agreed to by Contractor and the City of Albuquerque.

Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Everyone prior to entering the work area must read and sign these procedures to acknowledge receipt and understanding of work site layout, location and emergency exits and emergency procedures.

Emergency planning **shall** include written notification of police, fire and emergency medical personnel of planned abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities. Submit with close out documents.

Employees shall be trained in evacuation procedures in the event of work place emergencies.

Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

Pre-Start Meeting

The successful Bidder shall attend a pre-start job meeting on each project.

The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend.

MATERIALS & EQUIPMENT

Materials

General (all abatement projects)

The City of Albuquerque reserves the right to inspect materials to determine the quality, fitness and suitability of such materials. Inspection of materials may be conducted whenever considered necessary by the City of Albuquerque. Delivery of all materials will be in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable.)

Store all materials subject to damage off the ground, away from wet or damaged surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.

Damaged or deteriorating materials shall not be used and shall be removed from the work site and disposed of properly.

Polyethylene sheeting for walls and stationary objects shall be a minimum of one (1) layer of four (4) mil thick. Floors and all other critical barriers; sheeting of at least six (6) mil thickness shall be used in widths selected to minimize the frequency of joints.

Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the City of Albuquerque and selected to provide secure containment throughout the project and secondly to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished and unfinished surfaces under both wet and dry conditions (including the use of amended water). Any damage to surfaces will be repaired to original condition or better.

Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.

Special materials required to protect objects in the work area should be detailed (e.g. plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material) during pre-start meeting for individual projects.

Disposal bags shall be of six (6) mil. polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1910.1001 (g)(2)(ii).

Disposal drums shall be metal or fiberboard with locking ring tops.

Use adhesive labels as per EPA or OSHA requirements.

Warning signs as required by OSHA 20 CFR 1910.1926.

Removal

Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of one (1) fluid ounce to five (5) gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.

Encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. The Contractor will test the adhesion if new material is to be applied to the encapsulated substrate. Some manufacturers of replacement materials will not provide a material warranty on products applied over painted, encapsulated or otherwise coated surfaces. Without proper testing, the material may "fail" and require replacement at the Contractor's expense.

Additional materials as necessary for removal, as specified above.

Equipment

General (all abatement Projects)

Air patent selected by Contractor must be public domain or Contractor must have license to use. Contractor shall provide a release of liability to the Building Owner.

A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002. Guidance for Controlling Friable Asbestos Containing Materials in Buildings. Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide one work place air change every fifteen (15) minutes or operated in accordance with 29 CFR 1926, Negative Enclosures.

To calculate total air flow requirement:

$$\text{Total feet } 3/\text{min.} = \frac{\text{Vol. of work area (in feet } 3)}{15 \text{ minute}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{(\text{Total feet } 3/\text{min.})}{(\text{Capacity of unit in feet}/\text{min.})}$$

For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure complying with negative pressure glove bags.

Submit a manometer log or chart showing minimum of .02 inches of reduced pressure in inches of water column.

Respirators shall be provided that have been tested and approved by OSHA for use in asbestos contaminated atmospheres.

Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described below consisting of material impenetrable by asbestos fibers (TyvekR or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.

Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

Removal

A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.

Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of two (2) gallons per minute for spraying amended water.

Rubber dust pans and rubber squeegees shall be provided for clean up.

Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

Sufficient supplies of HEPA filtered vacuum systems shall be available during clean up.

Do not substitute materials, equipment or methods unless such substitution has specifically approved for this work by the City of Albuquerque at the pre-start meeting.

“Or Equal”

If the phrase “or equal” or “or equal as approved by the City of Albuquerque” occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by the City of Albuquerque unless the item has been specifically approved for the work by the City of Albuquerque.

The decision of the City of Albuquerque shall be final.

Part 3 – Execution

Preparation

Post Danger signs meeting the specifications of OSHA 29 CFR 1910.126 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place enclosure barriers.

Shut down and lock out electric power to all work areas. The contractor will provide adequate temporary power and lighting. Ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems.

Shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply or pass through the work area. (Note: Interiors of existing ductwork may require decontamination. This may be done during the pre-cleaning phase of operations before the ductwork is sealed off or during the final cleaning phase prior to re-engagement of the system. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces during this operation. Adequate cleaning of ductwork may sometimes be accomplished by drawing high volumes of air through the system using the HEPA filtered negative pressure ventilation units.) Investigate the work area and agree on pre-abatement condition with the City of Albuquerque. Seal all intakes and exhaust vents in the work area with tape and a double layer of 6 mil. polyethylene. Also seal any seams in system components that pass through the work area. Remove all HVAC systems filters and place in labeled 6 mil polyethylene bags for staging and eventual disposal as asbestos contaminated waste.

The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area and maintain for them a clean and sanitary condition throughout the project as per OSHA 29 CFR 1910.120, Toilet Facilities.

Pre-clean all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture and other fabric items may be disposed of as asbestos contaminated waste or cleaned as asbestos contaminated items utilizing HEPA vacuum techniques and off premises steam cleaning. Since adequate cleaning of severely contaminated fabric is difficult, the City of Albuquerque must carefully consider whether this option is appropriate prior to abatement.

Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Careful attention must be paid to machinery behind grilles or grating where access may be difficult but contamination significant. Also pay

particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed projects in double layer 6 mil. polyethylene sheeting and seal securely in place with tape. Objects (e.g. permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables) which must remain in the work area and that require special ventilation or enclosure requirements should be identified during pre-start meeting with specified means of protection. (Contact the manufacturer for special protection requirements.) Control panels, gauges, etc. in the work area may require the City of Albuquerque access during abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.

Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase. Seal off all windows doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with a double layer of 6 mil. polyethylene sheeting and tape. (See Section on Isolating work area from occupied areas.)

Cover floors in the work area with polyethylene sheeting. Floors shall be covered with (3) three layers of 6 mil. sheeting (minimum 2 layers 6 mil. and a 6 mil. drop cloth.) Floors requiring special protection will be specified. Carpeting, hardwood flooring and tile floors may be damaged by leaks of water, ladder feet, scaffold wheels, etc. The Owner may require additional layers of protection such as plywood, canvas drop cloths or extra plastic sheeting. When specified, red powder will be used between layers to detect leaks in floor. Additional layers of sheeting may be utilized as drop cloths to aid in cleaning up of bulk materials.

Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. **Do Not** locate any seams at wall floor joints.

Floor sheeting shall extend at least 12" up sidewalls at the work area.

Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of materials. (Vinyl sheeting may be used for improved traction on floors.)

Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, and surfactant may not need to be covered. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described above.

Walls shall be covered with two layers of 4 mil. polyethylene sheeting.

Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.

Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.

Wall sheeting shall be secured adequately to prevent it from falling away from the walls for the duration of the project. This will require additional support/attachment when negative pressure ventilation systems are utilized.

Worker Decontamination Enclosure Systems

Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work area is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in polyethylene sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.

Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing by the City of Albuquerque prior to work initiation. Worker decontamination enclosure systems constructed at the work site shall utilize 6 mil. opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for City of Albuquerque approval. Plans must include floor plan with dimensions, materials, size, thickness, plumbing and electrical utilities.

The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by curtained doorways.

Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of over lapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to the City of Albuquerque may be utilized.

Access between the decontamination enclosure system shall be through a curtained door with a minimum of 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out form (contaminated to clean) the work area shall be clearly designated.

Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be

provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as designated) or as office space.

Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels, which shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.)

The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement and may also be stored here as needed. A walk off pan (a small children's swimming pool or equivalent), filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area to prevent excessive contamination of the worker's decontamination enclosure system. A labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.

Waste Container Pass-Out Chamber (Usually required only for large jobs) and emergency exits.

The waste container pass-out airlock shall be constructed at some location away from the worker decontamination enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.

This airlock system shall consist of a chamber, a container staging area, and another airlock with access to outside the work area.

The waste container pass-out chamber shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and curtain doorway designs.

The waste chamber **shall not** be used to enter or exit the work site.

Emergency exits routes shall be established and clearly marked with red duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These, exits may be the worker decontamination enclosure, the waste pass-out chamber and/or other alternative exits satisfactory to fire officials.

Isolation of the work area from occupied areas of the building (City of Albuquerque must clearly identify all areas that will be occupied.)

The contaminated work area shall be separated from uncontaminated occupied areas of the building by the construction of airtight barriers.

Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4'x 8'.

A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.

Cover both sides of partition with a double layer of 6 mil. polyethylene sheeting with staggered joint sand seal in place.

Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.

Maintenance of work place barriers and work decontamination enclosure systems.

Following completion of the construction of all polyethylene barriers and decontamination system enclosures and with negative air system running, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.

All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.

Damage and defects in the enclosure system are to be repaired immediately upon discovery.

Use smoke tubes to test the effectiveness of the barrier system as required by 20 CFR 1926.

At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs to be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside of the work area using HEPA vacuums or wet-cleaning techniques may be necessary.

Install and initiate operations of negative pressure ventilation equipment as needed to provide one air change in the work area every 15 minutes. An additional backup HEPA ventilation unit shall be available on site and available for use in the event of failure of equipment. Openings made in the enclosure system to accommodate these units shall be made air tight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.

Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.

Clearly identify and maintain emergency and fire exits from the work area.

Remove, clean and enclose in polyethylene sheeting the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

Removal of building structural components

After isolation of work area as described in previous sections and initiation of negative pressure ventilation, remove ceiling tiles/panels within the work area carefully. If panels are to be reused, vacuum them with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles/panels in 4 mil. polyethylene sheeting and seal with tape. Store as designated by the City of Albuquerque (preferably outside the work area.) If tiles/panels are to be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-out airlock.

Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4 mil polyethylene sheeting and seal with tape. Store as designated by the City of Albuquerque or in a waste staging area if designated for disposal.

When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos containing materials, leave the system in place and clean properly following completion of abatement.

Remove plaster/dry wall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails and other accessory items as necessary and dispose of as asbestos contaminated waste material. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.

Commencement of work shall not occur until:

Enclosure systems have been constructed and tested.

Negative pressure ventilation systems are functioning adequately.

All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to City of Albuquerque.

All equipment for abatement, clean-up and disposal are on hand.

All worker training and certification is completed

Contractor receives written permission from City of Albuquerque to commence abatement.

Alternative Procedures

Procedures described in this specification are to be utilized at all times.

If specified procedures cannot be utilized, a request must be made in writing to City of Albuquerque providing details of the problem encountered and recommended alternatives.

Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

Any alternative procedure must be approved in writing by the City of Albuquerque prior to implementation.

Work Place Entry and Exit Procedures

Personnel entry and exit

All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.

All personnel who enter the work area must sign the entry log, located in the clean room upon entry and exit.

All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures. A sign off shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

All personnel shall proceed first to the clean room, remove all street clothes and appropriately place on respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and

gloves shall also be utilized, if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.

Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.

Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits.) Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.

Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable and launderable clothing into appropriately labeled containers for disposal.

Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.

Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual contamination. Various types of respirators will require slight modification of these procedures. A powered air purifying respirator face piece may have to be disconnected from the filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.

After showering and drying off, proceed to the clean room and don clean disposable clothing if the will be later re-entry into the work area or street clothes if it is the end of the work shift.

These procedures shall be posted in the clean room and equipment room.

Waste container pass-out procedures

Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock.

Waste pass-out procedures shall utilize two teams of workers, an “inside” team and an “outside” team.

The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out chamber. No worker from the inside team shall further exit the work area through this chamber.

The outside team, wearing protective clothing and appropriately assigned respirators, shall enter the chamber from outside the work area, enclose the drums in clean, labeled, 6 mil polyethylene bags and remove them from the waste-out to the outside. No worker from the outside team shall further enter the work area through this chamber.

The exit from this chamber shall be secured to prevent unauthorized entry.

Personal Protection Requirements

Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with AHERA and OSHA regulations

Special on site training on equipment and procedures unique to this job site shall be performed as required.

Training in emergency response and evacuation procedures shall be provided.

Respiratory Protection

All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.

Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

Respirators shall be selected that meet the following level of protection requirements:

It is imperative, however, that adequate air monitoring of fiber levels and a well-designed respiratory protection program (in accordance with 29CFR 1910.134) be implemented. Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use, limitations, and a good fitting and fit testing program to provide proper protection. Single use disposable respirators are not recommended for use during any asbestos abatement activities; however, they may be allowed if initial exposure assessment indicates the downgrade. Negative pressure, dual-cartridge, respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

Contractor will collect personal air samples on their employees during abatement and shall submit copies of all personal air monitoring as required by OSHA. The Contractor shall submit evidence that the firm participates in the NIOSH Proficiency Analytical Testing Program (PAT) and have been found proficient or is accredited by the AIHA for asbestos.

Fit Checks and Fit Testing

Workers must perform positive and negative air pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.

Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 1910 and 1926 for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

Documentation of adequate respirator fit must be provided to the City of Albuquerque.

No one wearing a beard shall be permitted to don a respirator and enter the work area.

Additional respirators (minimum of 2 each time) and training on their donning and use must be made available at the work site for authorized visitors who may be required to enter the work area.

Protective Clothing

Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

Removal Procedures

Clean and isolate the work area

Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate; however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperatures are below 32° degrees and amended water is subject to freezing, dry removal permits and procedures must be utilized. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but, shall nonetheless be used in all cases.

Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for

continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 to 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.

Containers (6 mil polyethylene bags or drums) shall be sealed when full. Wet material can be exceedingly heavy. Double bagging of waste material is usually necessary. A determination of need for single or double bags must be made early in the abatement process and agreed to by the City of Albuquerque. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in a gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging or transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops.)

Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.

Asbestos containing waste with sharp edged components (e.g. nails, screws, metal lath, tin sheeting) will bear the polyethylene bags and sheeting and shall be placed into drums for disposal.

After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residues.

Clean up procedures upcoming.

After the work area has been rendered free of visible residues, a thick coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue. (Note: 1) High temperature components such as boilers and pipes may not permit the application of some encapsulates. (Note: 2) If insulation or acoustical materials are to be re-applied to the abated area, be certain that the encapsulate selected will permit good adhesion to the substrate. A small area should be tested before application.

Apply encapsulates using airless spray equipment.

Clean Up Procedures

Remove and containerize all visible accumulations of asbestos containing material and asbestos containing debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.

Wet clean all surfaces in the work area using rags, mops and sponges, as appropriate.

Remove all cleaned outer layer of polyethylene sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.

After cleaning the work area and applying an encapsulating agent, wait at least 24 hours to allow fibers to settle. HEPA vacuum and wet clean all objects and surfaces in the work area again.

Remove all containerized waste from the work area and waste container pass out airlock.

Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

The City of Albuquerque Project Manager will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the 24-hour settling period/cleaning cycle repeated.

The work area shall be cleaned until it is in compliance with State and Local requirements and/or any more stringent criteria agreed upon by the Contractor and the City of Albuquerque prior to initiation of abatement activities. (Criteria should be in the form of visual inspections and airborne fiber concentrations.) **Additional cleaning cycles shall be provided, as necessary, at no cost to the City of Albuquerque until said criteria have been met.**

Following the satisfactory results of clearance air monitoring, remaining barriers may be removed and properly disposed of. A final visual inspection by the City of Albuquerque shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. (See Re-establishment of the Work Area.)

Clearance Air Monitoring

Not required for pre-demolition abatement.

Disposal Procedures

As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and local guidelines and regulations.

All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to the City of Albuquerque for its records. A recommended record keeping format utilized a chain of custody form which includes the names and addresses of the Generator (COA), Contractor, pick-up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the Contractor, and the disposal site operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address telephone number and signature should also appear on the form.

Transportation to the Landfill

Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck for transportation.

When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.

The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extended up the sidewalls. Wall sheeting shall be overlapped and taped into place.

Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structure components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.

Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.

Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Material not placed in bags shall not be placed in these containers, nor shall be used for non-asbestos waste. Bags shall be placed, not thrown in.

Disposal at the Landfill

Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste

Bags, drums and components shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.

Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers.)

Personnel unloading containers at the disposal site shall wear protective equipment consisting of disposal head, body and foot protection and, at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.

Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

Training

Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of abatement projects.

Training shall provide, at a minimum, information on the following topics:

The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.

The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.

Employee personal protective equipment including the types of characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning use, maintenance and storage of respirators, field testing of face piece to face seal (positive and negative pressure fit tests,) qualitative and quantitative fit testing procedures, variations between laboratory and field fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit

(e.g. facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non skid shoes, gloves, eye protection and hard hats.

Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.

Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.

Work practices for asbestos abatement including purpose, proper construction and maintenance of air tight plastic barriers, job set up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls electrical and ventilation system lockout, proper working techniques, waste clean up, storage and disposal procedures.

Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking and chewing in the work area.

Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulates, materials from owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.

Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.

Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by the City of Albuquerque.

Training must be provided by individuals qualified by virtue of experience and education to discuss the topics listed below.

Training is to have occurred within twelve (12) months prior to the initiation of abatement activities.

Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

Medical Monitoring

Medical monitoring must be provided by the Contractor to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the abatement project. Due to the synergistic effects between smoking and asbestos exposure, it is highly recommended that only non-smokers be employed in positions which may require them to enter asbestos contaminated atmospheres.

Medical Monitoring shall include at a minimum:

A work/medical history to elicit symptomatology of respiratory disease.

A chest x-ray (posterior-anterior, 14x13 inches) evaluated by a Certified B reader.

A pulmonary function test, including forced vital capacity, EMC and forced expiratory volume at one second (FEM/p) administered and interpreted by a Certified Pulmonary Specialist.

Employees shall be given an opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respiratory. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he will be required to perform, as well as special work place conditions, such as high temperatures, high humidity, and chemical contaminants to which he or she may be exposed to.)

Asbestos Project Manager

The Asbestos Project Manager shall be a City of Albuquerque representative typically an Environmental Inspector from the Environmental Management Department as the Building Owner or a designated representative paid by the City of Albuquerque. (Also known as the Clerk-of-the-Workers or Competent Person>)

The City of Albuquerque Asbestos Project Manager shall be able to:

Assist in decision making regarding selection of procedures.

Assist in writing contract specifications for the abatement.

Assist in evaluation of bids and selection of a contractor.

Enforce contract specifications.

Tour work area with the Contractor and agree on pre-abatement conditions of the work area.

Inspect and sign off on barriers and decontamination enclosure systems.

Observe activities at all times during the course of abatement.

The City of Albuquerque Asbestos Project Manager shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this specification. These will be reported to the City of Albuquerque with description of activity, reason for stopping it and alternatives for correcting the problem. (Note: The Asbestos Project Manager will be selected as early as possible prior to selection of the Contractor to enable participation during the pre-bid conference, walk through, and preconstruction conference.)

Pre-bid Meeting

A highly recommended pre-bid meeting is scheduled for September 27, 2007, at 2:00 p.m. in the Purchasing Conference, Room #7033, 7th Floor, City/County Building, One Civic Plaza, Albuquerque, NM.

Subcontractors

The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract.

The City of Albuquerque must be notified of and must approve the proposed licensed subcontractor before the contractor may enter into such an agreement.

The following subcontractors may perform work under this contract. (If you do not plan to utilize subcontractors, write "none").

| COMPANY NAME | ADDRESS | NATURE OF WORK |
|--------------|---------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - MULTIPLE AWARDS:

THE CITY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS A RESULT OF THIS REQUEST IF DOING SO MAY BE ADVANTAGEOUS TO THE CITY.

BOND, BID:

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

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

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

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COMPENSATION:

THE OFFEROR WILL NOT RECEIVE ANY COMPENSATION UNTIL ALL SERVICES HAVE BEEN COMPLETED, FINAL INSPECTION HAS BEEN MADE, THE WORK HAS BEEN ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY AND COMPLETE AND CORRECT INVOICES HAVE BEEN RECEIVED BY THE CITY FOLLOWING THE INVOICING PROCESS DETAILED ON THE ISSUED PURCHASE ORDER. PROGRESS PAYMENTS WILL NOT BE MADE TO ANY CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THIS

CONTRACT PERIOD - 24 MONTHS:

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

CONTRACT PERIOD - EXTENSION OF:

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

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.

ESTIMATED QUANTITIES, NOT AN ORDER:

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

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GRAFFITI FREE REQUIREMENT:

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

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INSURANCE:

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

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

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

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

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

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

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

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LAWS AND REGULATIONS:

THE OFFEROR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO THIS WORK. THE OFFEROR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES NECESSARY TO EXECUTE AND COMPLETE THE WORK. ALL REQUIRED LICENSES MUST BE IN FORCE AT THE TIME OF SUBMISSION OF AN OFFER AND REMAIN IN FORCE DURING THE ENTIRE PERIOD OF ANY CONTRACT RESULTING FROM THIS REQUEST. FAILURE TO PROVIDE PROOF OF REQUIRED LICENSES IN FORCE WILL RESULT IN THE OFFER BEING JUDGED NON-

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.

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REMOVING DEBRIS AND CLEANING THE AREA:

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

RISKS:

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

SITE INSPECTION - REQUIRED:

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

WAGE RATES, MINIMUM, NEW MEXICO:

WAGES TO BE PAID AS A RESULT OF A CONTRACT AWARDED FOR THIS REQUEST FOR OFFERS WILL BE SUBJECT TO A MINIMUM WAGE RATE DETERMINATION BY THE STATE OF NEW MEXICO. THIS DETERMINATION WILL BECOME PART OF THE CONTRACT BY REFERENCE AND MUST BE POSTED, PER STATE OF NEW MEXICO STATUTES, IN A CONSPICUOUS PLACE AT THE CONTRACTOR'S PLACE OF BUSINESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF THE APPLICABLE STATE OF NEW MEXICO STATUTES AND RESPONSIBILITY RELATED THERETO. FAILURE BY THE CITY TO PHYSICALLY MAKE SUCH MINIMUM WAGE RATE DETERMINATIONS AVAILABLE TO THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR FROM BECOMING AWARE OF AND COMPLYING WITH SAME.

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WORKING CONDITIONS:

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

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.

**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: _____

