

**CITY OF ALBUQUERQUE**

**REQUEST FOR BID**

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

REQUEST NUMBER: RFB2007-092-BH  
TITLE: HVAC FOR HOUSING DIVISION  
OPENING DATE: APRIL 11, 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, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.**

**OFFERS WILL BE RECEIVED UNTIL 1:30 PM APRIL 11, 2007**

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

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
7TH FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

PAGE 2  
GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2007-092-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 PREFERENCE.

PAGE 3  
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2007-092-BH  
OPENING DATE: APRIL 11,2007

FOR FURTHER INFORMATION  
CALL BERNICE HUGHES  
AT (505)768-3339  
FOB POINT: HOUSING SERVICES

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

REQUISITION 176342

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: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

PAGE 4  
 PRICING DETAIL FORM  
 REQUEST NUMBER: RFB2007-092-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: HVAC SERVICES FOR 24 MONTHS WITH TWO (2) TWELVE (12) MONTH EXTENSIONS OR ANY PART OF A MONTH UPON MUTUAL AGREEMENT BETWEEN THE CITY AND CONTRACTOR(S).

1		1.00 EA ESTIMATED			
---	--	----------------------	--	--	--

PROVIDE ON AN "AS NEEDED BASIS" VARIOUS HVAC MAINTENANCE/REPAIR/REPLACEMENT FOR VARIOUS PUBLIC HOUSING FACILITIES LOCATED THROUGHOUT THE GREATER ALBUQUERQUE METRO AREA.

PLACE YOUR TOTAL ON THIS PAGE FROM "PRICING DETAIL FORM". YOU MUST INCLUDE A COMPLETED COPY OF THE "PRICING DETAIL FORM" WITH YOUR BID RESPONSE IN ORDER FOR IT TO BE CONSIDERED RESPONSIVE.

\*\*\*\*\*

YOUR BID MUST INCLUDE ALL COSTS ASSOCIATED WITH THE COMPLETION OF THE SPECIFIED SERVICES, INCLUDING APPLICABLE TAXES.

ALL QUESTIONS REGARDING THIS RFB SHOULD BE ADDRESSED TO BERNICE HUGHES AT BHUGHES@CABQ.GOV.

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

## Specifications for HVAC Service Contract

RFB 2007-092-BH

Page 5

### 1.0 Scope of Service

- 1.1 Any service contract issued will not supersede any existing HVAC maintenance contracts presently in force with City Housing.
- 1.2 Under this contract, the contractor will provide HVAC service (on an as needed basis) to City owned units to include City Housing at 1840 University Blvd. S.E. All types of HVAC equipment may be covered by this contract. The City reserves the option to make multiple awards if it is determined to be in the best interest of the City.
- 1.3 The Scope of Services includes, repair, replacement, maintenance and installation of new heating, ventilating, air conditioning equipment, walk-in commercial freezers, refrigeration units, as may be required by the City.
- 1.4 The City Housing Division reserves the option to request cost estimates from multiple (i.e. primary, secondary, and tertiary) contractors for all new HVAC installations which it initiates. Cost estimates will include labor and material and will be awarded to the contractor(s) who offers the lowest cost estimate who meet contract requirements and new installation specifications. Contractor(s) must provide a cost estimate within five (5) working days of the City's request or be considered non-responsive.
- 1.5 The service will be to render labor and materials necessary to expedite the City Housing's HVAC work orders. Service requested shall include; repair or replacement (if required) of HVAC equipment and related items, such items include but it is not limited to; ducting, gas piping, water supply piping, refrigeration piping and electrical disconnection and reconnection.
- 1.6 The Contractor shall respond, on service calls, to City Housing's personnel only. Any service calls which are anticipated to cost above \$500.00 must be approved by a representative of the Albuquerque Housing Division (Fernie Martinez) prior to commencement of work.
- 1.7 The City of Albuquerque Housing personnel shall be responsible for monitoring Contractor's job performance on job requests initiated by the division.
- 1.8 The Contractor shall provide only those services and/or materials specifically identified by the City Housing Division. The City of Albuquerque shall not be liable for services other than those requested by City Housing Division and outlined by the contract.
- 1.9 The Contractor shall provide all necessary invoices of service performed, labor hours and materials used, which will include a description of items used (catalog numbers are not sufficient) and Contractor's cost and applicable mark-up of said item. A written report as to the nature of work performed, along with any other pertinent information needed to expedite invoices shall be submitted to the City Housing Division for review, approval and processing.

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 6**

- 1.10 If for some unknown reason or reasons the equipment must be shut down for an extended period, City Housing personnel shall be notified of the delay (prior to the shut down) and advised of the measures being taken to put the equipment back in service.
- 1.11 The Contractor shall provide emergency service on a twenty-four (24) hour, seven (7) days-a-week basis.
- 1.12 The City may, from time to time, request changes in the Scope of Services, such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated in written amendments to the contract issued by the City of Albuquerque Purchasing Division.
- 1.13 Any overtime, on any given project assignment, will require prior authorization by the designated City Housing Representative (Fernie Martinez).

**2.0 Contractor Qualifications**

- 2.1 The Contractor shall use qualified personnel directly employed and supervised by the company. They must be qualified to repair and maintain HVAC equipment. They must be EPA certified in refrigerant installation and recovery and be licensed as Journeymen by the State of New Mexico Construction Industries Division. At the City's request the selected contractor must submit (prior to award), resumes of employees who will be performing the work. These resumes must include copies of the employee's current certificates and licensing.
- 2.2 The Contractor must be licensed under the following classifications by the State of New Mexico Construction Industries Division, MM2, MM3, MM4, MS11 or MM98.
- 2.3 Prior to award, the Contractor must provide the names, contacts, addresses and phone numbers of at least three (3) customers located within a fifty mile radius of the Greater Albuquerque Metro Area of whom the selected Contractor has provided HVAC maintenance services on similar HVAC equipment as covered by this contract within the last 24 months.
- 2.3 The Contractor must have an in-house sheet metal fabrication shop and technician available to expedite replacement and modifications to HVAC equipment.

**3.0 Compliance with Laws**

- 3.1 In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

## **Specifications for HVAC Service Contract**

**RFB 2007-092-BH**

**Page 7**

- 3.2 It shall be the responsibility of the Contractor to obtain any and alikeness and/or permits required for the Scope of Service outlined herein.

### **4.0 Time of Performance**

- 4.1 The general services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. However, from time to time, the City may request services on weekends, holiday or after 5:00 p.m.
- 4.2 The Contractor shall respond to a request for service originated from an authorized representative of the City within one (1) hour from the time the request is made if an emergency situation exists, or within the time specified by the requestor for routine jobs. In the event that the Contractors unable to respond within the required time, the City shall have the right to obtain the required services from another source. At the time of contract award, the City shall identify to the Contractor those individuals authorized to request services under the contract. Due to the response time and frequent use of this contract, the selected contractor(s) must have service facilities located within the Greater Albuquerque Metropolitan area. The selected contractor(s) must provide the City Housing Division with emergency phone numbers and contact names for after hour service.

### **5.0 Compensation and Method of Payment**

- 5.1 The use of one journeyman to perform service calls is required. The Contractor must provide an hourly rate for journeymen HVAC services.
- 5.2 For performing the services specified under Section 1.2 and 1.3 hereof, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, the City agrees to pay the Contractor the applicable hourly rate. For services performed after 5:00 p.m., Monday through Friday, and all day Saturday and Sunday (including Holidays), the City agrees to pay the Contractor the applicable overtime rate set forth in the Contractor's bid, which shall include any applicable gross receipt taxes. Compensation, on materials and labor, including any other expenditures and expenses by the Contractor in performing such services, shall be considered full and complete under the contract.
- 5.3 Payment shall be made to the Contractor within the specified contract payment terms upon receipt of properly documented invoices, summary of work performed and on condition that the Contractor has accomplished the job per the Scope of Services outlined herein, to the satisfaction of the City.

### **6.0 Independent Contractor**

- 6.1 The Contractor is not considered an employee of the City for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that he/she is not entitled to any benefits from the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 8**

**7.0 Subcontractors**

7.1 The Contractor may subcontract the electrical disconnection and reconnection, processed piping, boiler repair, chiller repair, test and balance, crane services, roofing penetrations and energy management systems repair. The Contractor must provide the City Housing with three (3) cost estimates from subcontractors for proposed work. The Contractor may submit an invoice for payment-approved sub-contractor at cost plus no more than 10% mark-up. The City must be notified of and must approve the proposed licensed subcontractor before the Contractor may enter into such an agreement. The Contractor shall be fully responsible for work and payment of the subcontractor to the full extent of the requirements of the contract.

**8.0 Assignability**

8.1 The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract (whether by assignment or novation) without prior written consent of the City hereto.

**9.0 Default/Termination for Cause**

9.1 Reference RFB "GENERAL INSTRUCTIONS, TERMS AND CONDITIONS-SECTION 25.

**10.0 Awards**

10.1 The City of Albuquerque will reserve the right to make multiple awards. In the event that multiple awards are made, the lowest responsive bidder will be awarded a primary contract. Any additional (i.e.; "secondary, "tertiary" & etc.) contracts will be awarded based on the order of low responsive bids, at the City's option. Multiple awards are made in order to insure timeliness of selected contractor responses to the City's needs. Secondary (or tertiary) vendors will be used only when the primary contractor cannot respond on a timely basis.

**11.0 Safety**

11.1 The selected contractor will insure that all safety requirements are met before proceeding with repairs, replacement and/or new installation of HVAC equipment.

11.2 The selected contractor shall comply with all Federal and State OSHA safety regulations.

11.3 The selected contractor must have an Experience Modification Rate of 1.00 or less for the most recent three (3) years. The City reserves the option to request a verification of this rating prior to issuance of any contract as a result of this RFB.

## **Specifications for HVAC Service Contract**

**RFB 2007-092-BH**

**Page 9**

- 11.4 The selected contractor must show proof (prior to a contract award) that there is a current safety training program within their organization/company.

### **12.0 Miscellaneous**

- 12.1 Estimates for any job releases will be submitted (prior to start of any work) to City representatives by to the selected contractors, without any charge to the City of Albuquerque. Also, hourly rate for service calls will begin upon arrival at the job site.

**Specifications for HVAC Service Contract**

**RFB 2007-092-BH**

**Page 10**

**PREVENTIVE MAINTENANCE/REPAIR/INSTALLATION SPECIFICATIONS  
HOUSING DIVISION**

NOTE: The following items are to be addressed at the appropriate times during the cooling and heating seasons.

1. Check and change all air filters as necessary. Vendor to supply filters.
2. Lubricate motors;
3. Shutting off of cooling systems, pumping down, draining, refilling and starting up of equipment, as season requires; also for all newly installed equipment.
4. Test refrigerated A/C systems for leaks.
5. Check air cooled condenser, oil and grease its motor, fan bearings and clean the distributor heads and pump screen.
6. Start heating systems, check furnaces, controls and burners to assure satisfactory operation.
7. During heating season, at the time of regular inspections, boilers or heating units shall be checked, water level maintained and controls checked as required.
8. Make such adjustments as may be necessary to keep the equipment in a satisfactory condition with respect to operating, cleanliness and safety.
9. Check and adjust fan belts as needed.
10. Maintenance/installation and repair of building Automatic Systems including Digital Controls.
11. When new equipment A/C is installed; complete start up will be required.

**Specifications for HVAC Service Contract**

**RFB 2007-092-BH**

**Page 11**

**ADDITIONAL REQUIREMENTS:**

1. **Necessary repairs/maintenance on HVAC, swamp coolers and furnaces will be performed on all 953 units, 8 scattered sites all developments only after prior written approval by a Housing Authority representative via PO and work order with the exception of weekend and after hours calls has been received. The PO and work order will be provided on the next business day.**
2. **Provide an itemized hourly rate for work done on all repairs and new installation required by housing, this is to include cost methods for parts purchased.**
3. An itemized materials list shall be on invoices and submitted before payment will be made and is required by Housing Authority in order to verify percentage of parts and labor costs. All Work Orders faxed to contractor must be completed and returned via fax, mail or delivery upon completion of work.
4. Response time to emergency calls will be within two hours and work must be completed on same day.
5. Contractor shall be on 24-hour call and must be able to be reached by phone at any time.
6. Contractor must have been in business for a minimum of five (5) years.
7. Contractor shall submit a monthly report of findings for each piece of equipment.
8. Bidder shall inspect all listed jobs sites and submit in writing any areas of concern.
9. HUD documents pertain only to Housing.
10. All new installation of A/C units and furnaces will require start-up and shut down to insure proper operation.

**Specifications for HVAC Service Contract**

**RFB 2007-092-BH**

**Page 12**

**SITE INSPECTION LOCATIONS**

Housing Authority 1840 University Blvd. S.E.	_____	_____
	City Employee/Title	Date
Wainwright 5601 Gibson S.E.	_____	_____
	City Employee/Title	Date
Embudo Towers 8010 Constitution	_____	_____
	City Employee/Title	Date
Community Ctr. 320 Roma NE	_____	_____
	City Employee/Title	Date
La Amistad Ctr. 415 Fruit NE	_____	_____
	City Employee/Title	Date

**IN ADDITION TO THE ABOVE SITES, THERE ARE 953 UNITS IN 8 DIFFERENT SITES. SITE VISITS TO BE DONE AT VACANT UNITS ONLY. APPOINTMENT MUST BE SCHEDULED WITH AUTHORIZED HOUSING PERSONNEL. SITES MUST BE VISITED AND FORMS MUST BE SIGNED VERIFYING VISIT FOR ALL FACILITIES. FORM MUST BE INCLUDED WITH BID OR IT WILL BE CONSIDERED NON-RESPONSIVE.**

Vacant Site	_____	_____
	City Employee/Title	Date

**Specifications for HVAC Service Contract  
RFB 2007-092-BH  
Page 13**

**Embudo Towers  
8010 Constituion NE**

**WEST**

Boilers:	Make: AJAX Serial Numbers:	Model: WG-1050 74-28036 74-28046
Hot Water Heaters:	Make: AO Smith Serial Numbers:	Model: BT197860 AA86-02308-830 MB88-0117746-860 MB88-0116774-860
Chiller:	Make: Carrier Serial Number	Model: 30H5080-B600 K433379
Condensers:	Make: Carrier Serial Number: Make: Carrier Serial Number:	Model: 09DD028600 (Large) C496080 Model: 09DD34600 (Small) G49025 C496078
Pump:	Make: Marathon Serial Number	Model: CM213TTDR7026EHW 727605

**EAST:**

Boilers:	Make: AJAX Serial Numbers:	Model: WG-1050 74-28042 74-20841
Hot Water Heater:	Make: AO Smith Serial Number:  Serial Number:	Model: BT-197-860 MC880121912 ML880144987860 Model: BTC199970 MA980710224-554
Chiller:	Make: Carrier Serial Number:	Model: 30H5080 L403706
Condenser:	Make: Carrier Serial Number:  Serial Number:	Model: 09DD028600 (Large) C496801 Model: 09DD034600 (Small) G49024 C496079

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 14**

Pump:	Make: Dayton Serial Number:	Model: #N734 E369D93W041R159M
-------	--------------------------------	----------------------------------

100 Trane Fan Coils Commons Area:	Model: FON-197-AA-10 50HJ-01200-A-3-AA 10 ton natural gas combination unit
--------------------------------------	---

**Wainright Manor**  
**5601 Gibson S.E.**

**WEST:**

Boilers:	Make: RAYPAC Serial Number:	Model: E1287THWS-0 087100609 0187100507
----------	--------------------------------	---

Hot Water Heater:	Make: Maxman Serial Number:	Model: 72-P175A-MX 109689473
-------------------	--------------------------------	---------------------------------

Chiller:	Make: Carrier Serial Number:	Model: 30GA040420 D697674
----------	---------------------------------	------------------------------

Pump:	Make: Weinmax Serial Number:	Model: 7CV-20P52 920160 920162
-------	---------------------------------	--------------------------------------

**EAST:**

Boilers:	Make: RAYPAC Serial Number:	Model: 1287TWS-0 0187100-506 0187100-608
----------	--------------------------------	--

Hot Water Heater:	Make: PVI Serial Number:	Model: 72P-125AMX 109689474
-------------------	-----------------------------	--------------------------------

Chiller:	Make: Carrier Serial Number:	Model: 30GA040420 B696155
----------	---------------------------------	------------------------------

Pump:	Make: Weiman Serial Number:	Model: 7CV-20P52 92016-1 92016-3
-------	--------------------------------	--

Fan Coils:	Model: EC-30867-Z3LH
------------	----------------------

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 15**

**South East Side:**

Furnace:	Make: Trane Serial Number:	Model: TTA180B30CC M3425LRAH
Evaporative Cooler	Make: Special Perf. Serial Number:	Model: STC25B9B8 A01921469

**North East Side:**

Furnace	Make: Trane Serial Number:	Model: GRNC040CEC15F1 A91J07647
Evaporative Cooler	Make: Phoenix Serial Number:	Model: H2128 370171

**Roof Top:**

**South West:**

Furnance/Refrig. Air	Make: Trane Combo Serial Number:	Model: YCD075A3h0AC F391424160
----------------------	-------------------------------------	-----------------------------------

**North West:**

Evaporative Cooler	Make: Special Perf. Serial Number	Model: STC30F15B8 F391424160
Furnace	Make: Trane Serial Number:	Model: TTA240B300BD M342UU7AH

Refrigerated air using above swamp cooler as air handler.

**Boiler Room:**

Energy Management System	500,000 BTU Boiler 99,000 BTU Hot Water Heater with two circulating pumps
--------------------------	---

**Computer Room:**

3 Ton Self contained A/C unit

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 16**

**320 Roma N.E.**

Condensers:	Make: Carrier	Model: 38CKB-036320
	Serial Number:	129611223
		Model: 38CKC-042310
	Serial Number:	4598E11272

Furnace:	Make: Santrol	Model: 821101
	Serial Number:	18732
	Make: Carrier	Model: 58ZAV115-16
	Serial Number	0696A08785

14 Apartments with Roof Top Units

	Make: Carrier	Model: 5055024-311-AA
--	---------------	-----------------------

**415 Fruit**

Roof Top Units	Make: Carrier	Model: 48JJF006-501QE
	Serial Numbers:	1898G21153
		1898G21157
	Make: Williams	Model: 5009622

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 17**

**1840 UNIVERSITY BLVD S.E.**

Roof Top Units	Make: Trane Serial Number:	Model: TCD075C308BC R12102072D
Roof Top Unit	Make: Carrier Serial Number:	Model: 50AY-020-A-511E 3305F20747
Roof Top Unit	Make: Trane Serial Number:	Model: YHC036A3RLA29D000A1B002BO 602101132L
Evaporative Cooler	Make: Serial Number:	Model: 20012W VC21717
Rooftop Combo Unit	Make: Carrier Serial Number:	Model: 50AY-025-C511EE 3305F20746
Rooftop Combo Unit	Make: Trane Serial Number:	Model: YDC075A3h0AC F391424160
Rooftop Combo Unit	Make: Trane Serial Number:	Model: TCD00C300BC R91000450

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 18**

COMPANY REFERENCES

The selected vendor(s) are required to provide to the City (upon request) previous work references as follows:

Company Names: \_\_\_\_\_

Addresses: \_\_\_\_\_

Contracts and Phone numbers of customers for whom your company has completed similar HVAC Equipment Services within the last two (2) years.

**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 19**

**ADDITIONAL REQUIREMENTS FOR RFB 2007- -BH**

1. All contractors submitting offers must have the appropriate State of New Mexico Contractor's licenses(s) which are required for this type of work.
2. Indicate your NM Contractor's license number(s) in the space provided below:

NM#: \_\_\_\_\_  
NM#: \_\_\_\_\_  
NM#: \_\_\_\_\_  
NM#: \_\_\_\_\_

3. Previous work references may be required of the offerors during the bid process.
4. An insurance certificate will be required of the awarded contractor prior to the issuance of any order as a result of the RFB.
5. Performance/labor and material payment bonding requirements are referenced in Supplemental Terms and Conditions.
6. Enter your Federal Tax ID number in the space provided below:  
EIN#: \_\_\_\_\_
7. The initial period for any contract issued as a result of this RFB will be for twenty-four month period with an option to extend for up to three (3) additional twelve (12) month periods or any part of a twelve (12) month period by mutual agreement between the contractor and the City.
8. The City will entertain requests for a price increase at the end of each twelve (12) month period of the contract period. The increase will be no greater than the rate of inflation based on the consumer price index (CPI-US) U.S. City average, as published by the U.S. Department of Labor, Bureau of Labor and Statistics and in no case will be more than five (5%) increase for any twelve (12) month period. All requests for price increases must be forwarded to the City in writing at least sixty (60) calendar days prior to the requested date of increase to become effective. The request must be accompanied by complete documentation to justify the price increase.



**Specifications for HVAC Service Contract**  
**RFB 2007-092-BH**  
**Page 21**

**VENDOR WAIVER**  
**FOR RECOMMENDED ON-SITE INSPECTIONS**

In lieu of RECOMMENDED ON-SITE INSPECTION(S), I hereby waive my right to conduct RECOMMENDED ON-SITE INSPECTION(S), however, I fully understand and realize that failure to conduct the RECOMMENDED ON-SITE INSPECTION(S) shall not constitute relief from and responsibility for estimating properly the difficulty or cost related to successfully performing the required work. I further understand that I will be responsible for any excess costs resulting from failure to estimate accurately and failure to conduct RECOMMENDED ON-SITE INSPECTION(S) may result in this rejection of my offer.

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

Failure to return this form, completed and signed with your bid response may cause your bid to be non-responsive.

PAGE 22  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2007-092-BH

SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - LOWEST RESPONSIVE OFFER:

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

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.

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.

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 RFB.

PAGE 23  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2007-092-BH

CONTRACT PERIOD - EXTENSION OF:

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

DAMAGE RESPONSIBILITY FOR:

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

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 BY THE USER.

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.

INSPECTION OF MATERIALS:

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

PAGE 24  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2007-092-BH

INSURANCE:

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

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

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

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

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

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

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

PAGE 25  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2007-092-BH

LAWS AND REGULATIONS:

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

MATERIALS AND WORKMANSHIP:

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

REMOVING DEBRIS AND CLEANING THE AREA:

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

RISKS:

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

WORKING CONDITIONS:

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

## CITY OF ALBUQUERQUE

### GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
  - A. “City” means the City of Albuquerque, New Mexico.
  - B. “Contract” means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. “Contractor” means an Offeror who has been awarded a contract.
  - D. “Offeror” means a business that submits a response to a competitive solicitation.
  - E. “Purchase Order” means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. “Purchasing Office” means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. “Purchasing Officer” means the person charged with the responsibility of administering the Purchasing Office.
  - H. “Request” means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
  - I. “Responsible Offeror” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. “Responsive Offer” means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

**3. Preparation of Offer:**

- A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.**
- B. Preparation Method: All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.**
- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.**

**Unit prices offered should be for the units specified.**

- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.**
- E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.**

**Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.**

- F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.**
- G. Taxes: Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.**
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.**
- I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.**

**The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable**

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

**the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.**

**P. Licenses and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.**

**4. Debarment or Ineligibility Compliance: By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.**

**5. Ethical Conduct: By submitting its offer in response to this Request, the Offeror certifies that:**

**A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;**

**B. It has not retained a person to solicit or secure a City Contract for a contingent fee;**

**C. It has not taken any action in restraint of free competitive bidding in connection with this Request;**

**D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and**

**E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.**

**6. Requests for Explanations by Offerors:**

**A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.**

**B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.**

**7. Addenda:**

**Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.**

**Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.**

**Failure to do so may result in disqualification of the offer.**

**It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.**

**8. Clarification of Offers:**

**The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.**

**9. Submission of Offer:**

**A. Time: Offers not received by the time and date indicated on the Request will not be accepted.**

**B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.**

**C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.**

**Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

**D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.**

**E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:**

- 1) Name of Offeror**
- 2) Request Number assigned by the City to the Request**
- 3) Opening date as identified on the Request or subsequent addenda**

**F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.**

**10. Civil Rights Compliance:**

**Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.**

**Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies**

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **Americans with Disabilities Act Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

**Time and Place:** Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. **There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.**
- I. **Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.**
- J. **The City determines that an offer contains any misrepresentations whatsoever.**

**15. Rejection/Cancellation of Offers:**

**Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.**

**16. Minor or Technical Irregularities:**

**Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.**

**17. Nonconforming/Conditional, or Counter Offers:**

**An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.**

**18. Offer Analysis:**

**The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.**

**19. Award of Contract:**

- A. **When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.**
- B. **Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.**
- C. **Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.**
- D. **Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.**

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

21. **Protest Process:**

- A. **Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.**
- B. **Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.**
- C. **Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.**
- D. **Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:**
  - 1) **Name and address of the protesting party**
  - 2) **The solicitation/Request Number**
  - 3) **A clear statement of the reason(s) for the protest**
  - 4) **Details concerning the facts which support the protest**
  - 5) **Attachments of any written evidence available to substantiate the claims of the protest**
  - 6) **Statement specifying the ruling requested**
- E. **Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.**
- F. **Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:**

**Purchasing Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103**

**Envelope should also clearly indicate "PROTEST" and the solicitation number.**
- G. **Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.**

**22. Delivery, Acceptance and Guarantee:**

- A. **No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City**

**Purchasing Division.**

- B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.**
- C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.**

**23. Inspections:**

**Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.**

**24. Invoices and Payments:**

**The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.**

**25. Default/Termination for Cause:**

**If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.**

**If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.**

**26. Termination for the Convenience of the City:**

**The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.**

**27. Termination for Lack of Appropriations:**

**Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.**

**(6/23/04)**



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