

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-153-SG
TITLE: ROOF REPAIR-SEAMLESS SILICONE
OPENING DATE: APRIL 5, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

SHIRLEY GRIEGO, SENIOR BUYER, (505)768-3504
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 5, 2006

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

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

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

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GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2006-153-SG

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- _____ OFFEROR COMPLIANCE FORM
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- _____ PRICING DETAIL FORM(S)
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- _____ OFFEROR COMMENTS FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- _____ LOCAL PREFERENCE CERTIFICATION FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.
- _____ BID BOND
A BID BOND IN PROPER FORMAT MUST BE SUBMITTED WITH THIS OFFER. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY YOUR OFFER.
- _____ LICENSES AND CERTIFICATIONS
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.

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OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-153-SG
OPENING DATE: APRIL 5,2006

FOR FURTHER INFORMATION
CALL SHIRLEY GRIEGO
AT (505)768-3504

DELIVERY DATE:
(PLEASE SPECIFY)

FOB POINT:
PHILIP MORRIS
WASTEWATER UTILITY DIVISION, WUD
4201 SECOND ST SW
ALBUQUERQUE, NM
ALBUQUERQUE, NM 87105

REQUISITION NUMBER(S): 208058A

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 5%

PERFORM BOND 100%

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

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

20 CALENDAR DAYS: _____%

30 CALENDAR DAYS: _____%

OTHER: ____ CALENDAR DAYS: _____%

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

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

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

COMPLIANCE AGREEMENT

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

SIGNATURE: _____ DATE: ____/____/____

NAME: _____ TITLE: _____
(PRINT OR TYPE)

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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

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

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PRICING DETAIL FORM
REQUEST NUMBER: RFB2006-153-SG

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM	UNIT PRICE	TOTAL PRICE

IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: ROOF REPAIRS, PER ATTACHED SPECIFICATIONS, FOR THE PRIMARY TREATMENT FACILITY. NOTE: MANDATORY PRE-BID MEETING, DIVISION HEADQUARTERS BUILDING, 4201 2ND ST SW, MARCH 27, 2006 AT 9:00 A.M. NOTE: A CERTIFICATE OF INSURANCE, BONDS, ROOF INSTALLATION CERTIFICATIONS, GB98 LICENSE, CONTRACTOR LICENSE, AND THE WAGE RATE DECISION ARE REQUIRED FROM THE AWARDED BIDDER PRIOR TO A PURCHASE ORDER BEING ISSUED. NOTE: YOUR BID RESPONSE MUST INCLUDE ALL COSTS ASSOCIATED WITH PROVIDING THE SPECIFIED ROOF REPAIRS INCLUDING BONDS, LICENSING, AND INSURANCE, ALSO TAXES AS A SEPARATE ITEM. INDICATE CONTRACT LICENSE # _____					
	1	6,900.00 SF ESTIMATED	ROOF REPAIR--TEAR OFF PER SPECIFICATIONS	_____	_____

	2	6,900.00 SF ESTIMATED	ROOF REPAIR--2" FOAM INSULATION AND COATING PER SPECIFICATIONS	_____	_____

	3	6,900.00 SF ESTIMATED	ROOF REPAIR--INSTALLATION OF BASE SHEET AND SEALING PER SPECIFICATIONS	_____	_____

	4	210.00 LF ESTIMATED	ROOF REPAIR--DUCT WORK AND MECHANICAL EQUIPMENT REMOVAL AND REINSTALLATION WITH NEW CURBS PER EXISTING CONDITIONS AND EXISTING DRAWINGS A-10 AND H-3, AND PER SPECIFICATIONS	_____	_____

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 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-153-SG

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM	UNIT PRICE	TOTAL PRICE
	5	22.00 EA ESTIMATED	ROOF REPAIR--SKYLIGHT REPLACEMENT WITH NEW CURBS PER EXISTING CONDITIONS AND EXISTING DRAWINGS, AND PER SPECIFICATIONS	_____	_____
	6	1.00 EA ESTIMATED	NM GROSS RECEIPT TAX	_____	_____

 FOR TECHNICAL QUESTIONS CALL PHILIP MORRIS AT 505-873-7037.

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

This specification is created for:
City of Albuquerque
Albuquerque, NM

SPECIFICATION

Seamless Silicone/Polyurethane Insulated Roof System

The Primary Treatment Facility
4201 2nd SW
Albuquerque, NM 87105

PRODUCT OPTIONS AND SUBSTITUTIONS

“Or approved equal” is always implied after a brand name, patented process or catalog number. The contractor may substitute any brand or process approved as an equal by the specifying, architect / engineer / owner. The only exceptions are where “No Substitution” is specified.”

SECTION 07541

Seamless Silicone/Polyurethane Insulated Roof System

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. This specification is prepared for the roof application on City of Albuquerque Building “PTF/Primary Treatment Facility” located at 4201 2nd Street SW, in Albuquerque, NM.
- B. This project consists of approximately 6,900 square feet of BUR roofing that will be removed down to the lightweight insulating concrete deck. Then preparation of the light weight insulating concrete will be performed, any wet insulating concrete that is not acceptable will be removed and patched with ISO insulation board, and a non-perforated venting base sheet will be installed using lightweight concrete nails in a pattern to achieve FM I-90 uplift. SPF roof system with silicone coating will be installed over the base sheet according to manufacturer’s installation instructions to receive a 10 year warranty.
- C. Samples of the wall flashing and of the field membrane were taken and they tested negative for asbestos. A sample of the roof cement was taken and contained asbestos. The roof cement shall be disposed of following all regulations controlling asbestos containing roof material. Awarded bidder shall provide the Wastewater Utility’s project manager a copy of any manifest proving proper disposal of the removed material containing asbestos.

1.02 Work Included

- A. Preparation of Substrate & Venting Base Sheet
- B. Sprayed-in-place Polyurethane Foam (SPF) Insulation
- C. Silicone Roof Coating
- D. Roofing Granules

1.03 SCOPE OF WORK

- A. Contractor must visit the job site to verify the site conditions and quantities.
- B. Provide all labor, materials, tools, equipment and supervision necessary to complete the installation seamless silicone/polyurethane insulated roof systems with the manufacturer’s most current specifications and details.

- C. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- D. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

1.04 Quality Assurance

- A. The specified roof system must consist of the materials required and be Factory Mutual approved, and have a U.L. Class A rating.
- B. The roof coating system shall have a minimum 5-year history of local roof installations.
- C. The roofing material manufacturer must be an American owned company with at least 20 years experience as a commercial roof coating supplier.
- D. The roofing contractor must have a minimum of two (2) years experience installing the type of roof system specified for this project and be able to provide evidence of having installed this type of roof system for each of those two (2) years if requested.
- E. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the roofing material manufacturer's current specifications and details.
- F. The roofing contractor must provide an adequate number of skilled workmen with experience installing the type of roof system specified supervised by at least one experienced superintendent on the job at all times when roof is being installed.
- G. Any deviations from contract drawings and specifications must be submitted in writing for approval prior to implementation to the roofing material manufacturer and to the design professional representing the property owner and be stamped approved by both parties. Failure to seek approval for deviations prior to installation may result in required correction by the roofing contractor at their own expense.
- H. Upon completion of the roof installation the roofing contractor shall arrange for a technical inspection of the roof system by a non-sales technical representative in order to ascertain that the roof was installed to the roofing manufacturer's specification. Notice of the inspection date and time will be given to the property owner's representative at least 72 hours prior to the inspection taking place.

1.05 Submittals

- A. Any alternate products shall be submitted to the owner and/or owner's representative 5 calendar days before the bid to allow time for product review and approval. Submittals

shall include: all appropriate technical data sheets, manufacturer's references, warranty, follow-up inspection policy and outline, material safety data sheets, and a typical, physical sample (3' x 3') to be used as a standard of quality. Manufacturer shall supply list of geographically appropriate work and list of work of similar size and scope to substantiate their period of performance, see 2:02A.1.

B. Applicator shall submit as indicated below:

1. Reference projects with contacts, substantiating years of experience and completion of minimum prior work; submit with bid.
2. Provide specimen copy of warranty; submit with bid.
3. Submit Underwriters Laboratory UL 790 Class A, Factory Mutual, and local building code approvals as required, and as requested by the project manager.
4. Submit a copy of safety plan, as called out in Section 1.13, to the project manager at the pre-construction meeting.

1.06 Materials, Delivery and Storage

- A. Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- B. Safely store materials in their original containers out of the weather and where the temperatures are within the limits specified by the manufacturer.
- C. All materials shall be stored in compliance with applicable fire and safety requirements.
- D. Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure site storage trailers.
- E. Restore coatings to a service temperature of 60° F to 80° F prior to installation (when applicable).
- F. Remove and replace any material found to be damaged before installation of the roof system at roofing contractor's expense.

1.07 *(not used)*

1.08 SITE VISIT

- A. Prior to Bid the Bidding roofing contractor(s) can schedule a site visit to become familiar with the actual project conditions and will confirm the dimensions of the roof area covered by this specification.
- B. Site access, area for staging, parking, open flames, smoking, odor, chemicals, and evacuation plans will be discussed.
- C. Project shall be bid as unit price bid for work to be completed.

1.09 PRE-CONSTRUCTION MEETING

- A. A pre-construction meeting shall be held within 10 days after award before roofing operations commence and will be attended by the roofing contractor, owner's representative and by a representative of all trades that intend to work on the rooftop.

Any conditions not covered by the project drawings and specifications will be brought to the attention of the owner's representative during the pre-construction meeting.

- B. Topics of discussion at the pre-construction meeting shall include the following if applicable:
1. Utility Usage
 2. Sanitary Facilities
 3. Material Storage Areas
 4. Roof loading areas
 5. Site Access
 6. Roof Access
 7. Project security
 8. Rooftop Penetrations
 9. Completed Roof Protection
 10. Employee parking
 11. Schedule
 12. Safety requirements
 13. Safety requirements for open flames and smoking

1.10 PROJECT COMPLETION

- A. The Contractor shall have 120 calendar days to complete the work after Notice to Proceed. Notice to Proceed shall be issued at the Pre-Construction Meeting.
- B. Liquidated damages at the rate of \$100/day shall be assessed against the Contractor for non-completion of work beyond the 120 calendar day construction time limit.
- C. Payment request may only be submitted after the inspection and acceptance of the work by the Owner and receipt of the warranty documentation.

1.11 WORK SEQUENCE

- A. Schedule and coordinate roof installation as required minimizing rooftop traffic by other trades over completed areas of roof system in order to minimize damage to the new roof assembly.
- B. Complete all flashings as the roof progresses in order to keep work spaces below dry and to prevent insulation from getting wet.

1.12 WORKMANSHIP

- A. Employees of roofing contractor involved in the roof installation shall be full time employed, fully trained roofers capable of installing the prescribed roof system and

shall be supervised at all times by a competent superintendent (temporary labor will not be utilized without first obtaining authorization from the owner's representative).

- B. All work shall be completed in strict accordance with manufacturer's specifications and details and the contract documents in a professional manner to the property owner's satisfaction.

1.13 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Installation of the roof coating system requires planning and coordination in order to assemble a weatherproof system capable of performing in accordance with industry standards. Some of items to consider when planning the roof application are listed below:

1. Roof work will only proceed during fair weather.
2. Do not overload the deck when placing roofing materials on roof
3. Install roof to minimize rooftop traffic over completed areas of roof.
4. Complete coating of the system base coating with the finish coat within 72 hours of application.
5. Contractor is to schedule and coordinate roof system application to prevent any disruption of services.
6. Contractor shall plan and give notice to the facility manager at least 48-hour prior to any change in the operating conditions or status of any HVAC, plumbing, or electrical equipment.
7. Remove and replace as needed any metal wall flashing that is defective or damaged in the course of the work.
8. No smoking or open flames on this job site.
9. Conduct daily clean-up of roofing debris.

1.14 SAFETY

- A. Roof work involves handling combustible and heavy materials at height, on some occasions directly over other trades working below the roof deck or in cases of occupied buildings, over building occupants. Extreme caution will be utilized when installing the roof to prevent injury to roofing personnel, other trades, building occupants and to property. Listed below is a partial list of safety requirements, additional requirements exist in order to comply with OSHA and jobsite regulations. It is the roofing contractor's responsibility to comply with all state, federal and local codes, guidelines and safety requirements.

1. Material Safety Data Sheets (MSDS) shall be maintained on the jobsite for any and all roofing materials being stored or installed on the project.

2. Fire suppression equipment will be readily available on the roof top whenever combustible roofing material is being handled. Protect against fire and flame spread at all times.
3. Roofing contractor will establish a safety plan and rooftop evacuation procedures and brief his personnel on appropriate emergency actions.
4. Roofing Contractor will schedule work at non-standard times when work is close to any air intake systems to avoid any interior odors. Contractor will schedule any shut downs or temporary closure of vents with owners.
5. Proper safety precautions shall be followed throughout the entire roofing operation. OSHA and local regulations shall be strictly followed. Manufacturer's Material Safety Data Sheets must be available on site for specific safety information on handling and working with all materials. Spray Polyurethane Foam Alliance of the American Plastics Council's *Recommendations for the Safe Handling and Use of Sprayed Urethane Foam and Coating Materials* shall be strictly adhered to. Dispose of all trash, debris, asbestos containing material, and empty containers in accordance with local regulations.
6. No smoking or open flames on this job site.
7. On roof and at all work sites, a fire extinguisher will always be available.
8. Comply with site evacuation plans.
9. Submit safety plan per 1.05.B.4

1.15 Warranty

- A. The SPF Roof System manufacturer's 10-year Full System Warranty shall be issued upon completion, inspection and acceptance of the project. Any repairs covered by the warranty are without cost to the Owner throughout the term. The warranty shall be comprehensive with no prorating and no cap for repairs.
- B. Issuance of a warranty is dependent upon a proper application and following standard procedures. Therefore, prior review of the specification by manufacturer's representative is suggested; see Section 1.04 A, and also a review of the bidders' qualifications by the Owner's representative.

PART 2 - PRODUCTS

2.01 Polyurethane Foam Insulation

- A. Physical property requirements are as follows for acceptable insulation products, such as BASF Elastospray 81302.

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Density, sprayed-in-place, pcf, min	3.0	ASTM D-1622
Compressive strength, psi	55	ASTM D-1621
Closed-cell content, percent, min.	98	ASTM D-2856

K-factor, initial, max	0.15	ASTM C-518
Dimensional Stability, 28 days, 158 °F, 100% R.H., percent volume change, max.	+2.5%	ASTM D-2126
Flame spread, max.	75	ASTM E-84

2.02 Silicone Coatings

- A. The silicone roofing membrane shall consist of a minimum two coats of an elastomeric, liquid applied material, domestically engineered and produced. The two coats shall be of contrasting colors. The minimum two-coat thickness shall be 20 dry mils.
- The silicone coating will be a product proven through actual roof performance for a period of time equal to, or longer, than the term of the requested warranty.
 - The manufacturer shall have an established program to rapidly respond to any required warranty repair, if the original applicator is unable to perform standard repairs.
 - The coating as marketed by BASF and is Elastocoat 3-5000 and has the following minimum properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
<u>As Supplied</u>		
Solids Content		
by weight, percent	77	ASTM D-2697
by volume, percent	62	ASTM D-2697
Specific Gravity at 77°F (25°C)	1.23	ASTM D-1293
Flash Point, Pensky-Martin closed cup, °F (°C), min.	100 (37.8)	ASTM D-93
Tack-Free Time at 75°F (24°C)	20 min	Calculated
Dry Time, hours at 75°F (24°C)	3.5	ASTM D-115
Volatile Organic Content (VOC, g/l)	220	ASTM D-3960/EPA Method 24
<u>As Cured</u>		
Durometer Hardness, Shore A	45	ASTM D-2240
Tensile Strength, die C, psi	400	ASTM D-412
Elongation, percent	125	ASTM D-412
Permeability ¹ , perms	3.7	ASTM E-96
Water Absorption, percent	0.5	ASTM D-471
Temperature Stability Range, °F(°C)	35° to 302 (-37° TO 150°)	
Weatherometer,		
Carbon-Arc, 4,000 hours	No observable	
QUV, 10,000 hours	degradation	

¹ 20 mils at 100°F (37.8°C) and 90 percent relative humidity.

2.03 Sealant

- A. Sealant shall be a silicone sealant such as DOW CORNING® Contractor Weatherproofing Sealant. The color of this sealant, if exposed, shall closely match that of the topcoat.

2.04 Substrate Primer

- A. For B.U.R., concrete, wood, brick, metal (ferrous, not rusted). The primer must be approved by BASF Corporation, such as a water-based epoxy primer, Uniseal from United Coatings.
- B. For non-ferrous metals (cleaned aluminum, galvanized copper, etc) - a primer shall be required, which is approved by BASF Corporation. Such a primer is Techno Adhesive's P199 Primer.
- C. Cut-back asphalt primers are not to be used. For other substrates contact BASF technical.

2.05 Granules

- A. Granules shall be number 11 screen size, ceramic-coated roofing granules as manufactured by the Industrial Products Division of 3M Company, color to best match topcoat.

2.06 Ventilated Base Sheet.

- A. Johns Manville Ventsulation (or approved equal) felt installed in a fashion to allow moisture to vent out of the roof system per manufacturer's installation instructions to achieve FM I-90 uplift. (See attached specification data sheets at the end of this specification)

2.07 Walkpads

- A. Install yellow Tuff Trac walkpads by Republic Powered Metal, or Yellow Spaghetti walkpads available at ABC Supply, using proper adhesive for silicone roofing systems.

PART 3 - EXECUTION

3.01 Inspection

- A. Verify that all surfaces to receive SPF insulation are clean, dry and free of dust, dirt, debris, oil, solvents and all materials that may adversely affect the adhesion of the insulation.
- B. Verify that all roof penetrations and flashings are properly installed and secured.
- C. Do not begin applying polyurethane foam insulation until substrate and environmental conditions are satisfactory.

3.02 Surface Preparation

A. Built-Up Roof Membrane and Insulation.

1. Remove all built-up roofing and of perlite insulation by use of machine or hand tools. Clean the deck by use of a vacuum, power broom, hand broom, power vacuum, and/or other suitable means. Do not accumulate large amounts of aggregate surfacing material in one location that may overload the roof deck structure.
2. Remove any light weight insulating concrete that's too wet to receive nails. Replace LWC with ISO insulation of proper thickness.
3. Dispose of waste in approved manner and site per EPA standards.
4. Inspect for and replace any wet, rotten or otherwise deteriorated perimeter wood nailers
5. Remove all loose stones, dust, dirt, debris and other contaminants from deck.
6. Install Johns Manville Ventsulation (or approved equal) to the LWIC deck using LWC nails per manufacturer's installation instructions to achieve FM I-90. Seal all seams in Ventsulation to an air tight condition and apply sealant over LW nails.
7. Primer - Install primer per manufacturer's recommendations. Make sure all surfaces are clean and dry prior to primer and/or polyurethane foam application.

B. Other Surfaces

1. Contact BASF Corporation's Technical Services for recommendations on surface preparation on other surfaces to receive a BASF Elastospray SPF Insulation and Elastocoat 3-5000 Silicone Roof System.

3.03 Roof Drains

A. Inspection

1. Thoroughly inspect all roof drains and internal drainpipes to verify that all lines are free of debris and draining properly prior to performing the re-roofing construction. If any line is clogged, take appropriate methods to clear passage to ensure rainwater will drain.
2. Drain should be at the correct elevation to match the sprayed polyurethane foam. After installing sprayed polyurethane foam and silicone topcoat, install the strainer dome set in dabs of Dow Corning Contractor Weatherproofing Sealant.
3. Check drains at finish of the roofing system installation to insure drains are still open. If drains have been plugged during construction take appropriate actions to make drains operational.

3.04 Polyurethane Insulation Application

A. Inspection

1. Prior to polyurethane foam application, inspect the substrate surface to ensure preparations required in Section 3.02 have been met.
2. Polyurethane foam shall not be applied unless the environmental requirements of Section 1.12 are met.

B. Application

1. All objects that require protection from overspray shall be protected; all mobile objects shall be moved to an acceptable area. All intake air vents shall be turned off and covered (this work must be coordinated with the Plant Operations).
2. Apply the polyurethane foam in strict accordance with the polyurethane foam manufacturer's specifications and application instructions, using spray equipment recommended by the SPF manufacturer. The field of the roof shall be applied, as practical, by a robotic SPF application device. The robotic method shall improve: consistency, slope-to-drain, and visual appearance.
3. Polyurethane foam shall be applied in a minimum of ½-inch thick passes. The total thickness of the polyurethane foam shall be a minimum of 2 inches, except where tapering is required to facilitate drainage. A minimum of 1 inch of the polyurethane foam is required for a warranty consideration.
4. Apply the full thickness of polyurethane foam in any area on the same day.
5. Polyurethane foam shall be applied to ensure proper drainage resulting in minimal to no ponding of water. Ponding of water shall be limited to any water left standing as measured 48 hours after rainfall. Any areas that exhibit ponding of water after 48 hours shall result in correctional action requiring the application of additional foam to provide a properly drained roof with no standing water after 48 hours.
6. The polyurethane foam shall be terminated neatly a minimum of 4 inches above the finished roof surface at roof penetrations. Sprayed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
7. The finished polyurethane foam surface texture shall be "smooth to orange-peel", free of voids, pinholes and depressions. "Verge of popcorn" texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable SPF textures shall be removed and re-foamed prior to coating application.
8. The parapets shall have all rusted metal removed and all other loose metal secured and shall be foamed up and over the top of the parapet to the outside edge of the parapet in a tapered fashion.
9. Raise any curbs or penetrations that are necessary to meet foam manufacturer's installation instruction to achieve a warranted roof system.

10. All mechanical unit support beams existing or new that have exposed wood shall have all exposed wood covered and protected before application of polyurethane foam.

3.05 BASF Elastocoat 3-5000 Silicone Roof Coating Application

A. Inspection

1. Prior to the application of silicone coating, inspect the polyurethane foam surface to ensure the conditions of Section 3.03 have been met.
2. The polyurethane foam surface shall be free of moisture, dust, dirt, debris and other contaminants that would impair the adhesion of the silicone coating.
3. If more than 24 hours elapse between the polyurethane foam application and the start of the silicone coating application, thoroughly inspect the polyurethane foam surface for UV degradation and oxidation. Call BASF Corporation's technical department, for procedures to proceed, if UV degradation has affected the foam.
4. Make sure all environmental conditions of Section 1.12 are met prior to application.

B. Application

1. BASF Elastocoat 3-5000 Silicone Roof Coating dark gray may used as the basecoat on the polyurethane foam.
2. The silicone basecoat shall be applied on the same day as the polyurethane foam application, after the polyurethane foam has been allowed to cure a minimum of one hour.
3. Apply the basecoat in a uniform application to achieve a finished dry film thickness of approximately $\frac{1}{2}$ the total thickness required for the roof.
4. The basecoat shall not be subjected to foot traffic or otherwise disturbed until it is tack-free.
5. After it has cured, inspect the coating for pinholes, cracks, thin areas or other defects. All defects observed shall be caulked with a silicone sealant and/or roller coated with additional basecoat prior to applying subsequent coats of silicone.
6. The basecoat must be cured, clean and free of all moisture prior to application of topcoat.
7. Apply the topcoat in a contrasting color to the basecoat within 72 hours of the basecoat application. The topcoat application shall be made at right angles to the basecoat application. Surface texture and conditions may require additional quantities of silicone coating to insure proper thickness. It is the applicator's responsibility to properly coat the insulation regardless of the quantity of silicone coating necessary.

8. Apply the topcoat in a uniform application to achieve a minimum total finished dry film thickness of the basecoat and topcoat of 20 mils.
9. The BASF Elastocoat 3-5000 Silicone Roof Coating shall be applied a minimum of 2 inches beyond all the terminated edges of the polyurethane foam. These terminations should be masked to provide a straight edge, neat, finished appearance.
10. Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other defects. Repair any defects observed with silicone sealant and/or additional silicone coating material.
11. It is the applicator's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area regardless of the quantity of silicone coating required.

3.06 Granule Application

C. Application

1. Apply roofing granules in a wet finish coat of silicone coating. A minimum of 10 dry mils of silicone coating is required to hold the granules.
2. Apply the roofing granules, using suitable compressed air equipment, uniformly at a rate of approximately 40 pounds per 100 square feet of roof area.
3. Apply the roofing granules immediately after the additional coating application to obtain maximum wet-out and embedment.
4. After the coating has fully cured, excessive loose granules shall be removed using a soft-bristled broom to prevent blocking drains and scuppers.
5. Bare spots in the granulated surface shall be filled in by applying additional coating and granules in these areas.

3.07 Pipe Supports

- A. Install all pipes on appropriate "Miro Industries" pipe stands.

3.08 Field Quality Control

- A. Before commencing work the applicator shall submit to the owner's representative a listing of any deficient roof areas, such as: ponding, wet insulation, deck problems, required new drains, etc.
- B. Core samples of the silicone coating/SPF roof system will be secured at completion by an independent inspection firm at a rate of one core per 10,000 square feet, with a minimum of 2 cores per roof, to test for foam thickness, compressive strength, density and adhesion. Additionally, 6 slit samples will be taken to test the coating thickness and coating adhesion. Sampled areas will be repaired using silicone sealant and replacement SPF cores.

- C. Applicator's quality control during application shall consist of the following, as a minimum:
1. If specified, the primer application rate shall be verified by a wet mil gauge test onto a metal test panel.
 2. Insulation thickness shall be verified with a probe at frequent and random locations.
 3. Thickness and adhesion of the insulation shall be examined by removing cores at a rate of 1 every 10,000 feet.
 4. After and during coating application, the applicator shall remove slits to examine adhesion of the coating to the insulation and the dry millage of applied silicone coating.

3.09 Follow-Up Inspections

- A. The roof system manufacturer shall have a standard warranty inspection program, employing an independent testing firm to perform periodic inspections throughout the term of the warranty. Notice should be given to the owner 15 days prior to inspection so facilitation of this inspection can be arranged.

END OF SECTION

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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 - LOW. RESP. OFF. - OPEN END:

THE CITY INTENDS TO AWARD ON OPEN-ENDED ANNUAL CONTRACT FOR MERCHANDISE, PARTS AND/OR SUPPLIES, AS NEEDED, ON THE BASIS OF THIS REQUEST. THE CONTRACT WILL BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST AFTER ALL APPROPRIATE DISCOUNTS ARE APPLIED. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY RESERVES THE RIGHT TO AWARD THE CONTRACT TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS OR AWARD A CONTRACT OR CONTRACTS ON A PER ITEM BASIS, WHICHEVER IS IN THE BEST INTEREST OF

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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CITED MODEL:

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

DESIGN CONFORMANCE - OSHA:

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

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

INSPECTION OF MATERIALS:

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

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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

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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-RESPONSIVE.

MANUFACTURER'S INFORMATION:

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

MATERIAL SAFETY DATA SHEETS:

TO COMPLY WITH THE OCCUPATIONAL HEALTH AND SAFETY REGULATION 1910.1200 FOR GENERAL STANDARDS ON HANDLING HAZARDOUS MATERIALS, MATERIAL SAFETY DATA SHEETS (MSDS) ARE REQUIRED FOR THE PRODUCTS INCLUDED IN THIS REQUEST. A COPY OF THE MSDS MUST ACCOMPANY YOUR RESPONSE TO THE REQUEST AND BE INCLUDED WITH THE PRODUCT WHEN DELIVERED TO THE END USER. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY CAUSE YOUR OFFER TO BE CONSIDERED NON-RESPONSIVE.

MATERIALS AND WORKMANSHIP:

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

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.

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: _____

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SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2006-153-SG

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.

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.

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.