

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2006-125-DG
TITLE: LANDSCAPING MAINTENANCE
OPENING DATE: MARCH 29, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

DENISE GALLEGOS, SENIOR BUYER, 768-3543
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 MARCH 29, 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: RFB2006-125-DG

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.

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OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-125-DG
OPENING DATE: MARCH 29,2006

FOR FURTHER INFORMATION
CALL DENISE GALLEGOS
AT 768-3543

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
LINDA CUTLER PADILLA FAMILY AND
COMMUNITY
LI

REQUISITION 194470A

VARIOUS
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.

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PRICING DETAIL FORM
REQUEST NUMBER: RFB2006-125-DG

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

THE RESULTING CONTRACT SHALL BE FOR 2 YEARS WITH THE OPTION TO EXTEND FOR AN ADDITIONAL 2-ONE YEAR PERIODS.

THERE ARE TWO GROUPS OF BUILDINGS - ONE FOR THE COMMUNITY CENTERS AND ONE FOR THE APD SUBSTATIONS. BIDDERS MAY BID ON ONE GROUP OR BOTH. BIDDER MUST BID ON ALL ITEMS IN THE RESPECTIVE GROUP IN ORDER TO BE A RESPONSIVE VENDOR.

REQUIRED SITE VISIT:
APD MONDAY AND TUESDAY MARCH 20 AND MARCH 21. MEET AT AT 10:00 AM ON MARCH 20 AT GERALD CLINE MEMORIAL SUBSTATION, 5408 2ND ST. NW. SEE ATTACHED LIST.

COMMUNITY CENTERS:
MARCH 23, 10:00 AM AT TAYLOR RANCH COMMUNITY CENTER 4900 KACHINA STREET NW.

NM CONSTRUCTION INDUSTRIES WAGE RATES APPLY TO THIS PROCUREMENT AND THE INFORMATION WILL BE AVAILABLE LATER ON AN ADDENDUM.

1	1	24.00 MO ESTIMATED	WEEKLY LANDSCAPING MAINTENANCE PER SPECIFICATIONS FOR TAYLOR RANCH COMMUNITY CENTER 4900 KACHINA STREET NW 87120	_____	_____
CONTACT: DON NEWTON 768-6006 PLEASE STATE MONTHLY PRICE					

1	2	24.00 MO ESTIMATED	WEEKLY LANDSCAPING MAINTENANCE PER SPECIFICATIONS FOR LOS GRIEGOS MULTI-SERVICE CENTER 1231 CANDELARIA RD NW	_____	_____
CONTACT: MAYAN ARMIJO 761-4050					

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PRICING DETAIL FORM
REQUEST NUMBER: RFB2006-125-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3	24.00 MO ESTIMATED	WEEKLY LANDSCAPING MAINTENANCE, PER SPECIFICATIONS FOR JOHN MARSHALL MULTI-SERVICE CENTER 1500 WALTER SE ALBUQUERQUE, NM 848-1345 CONTACT SUSAN DIXON PLEASE STATE MONTHLY PRICE	_____	_____

1	4	15.00 HR ESTIMATED	IRRIGATION REPAIR ON AN AS NEEDED BASIS CHARGED AT THE RATE OF (UNIT PRICE) PER HOUR. COST OF PARTS SHALL BE _____% OFF OF PRICE LIST. SUBMIT PRICE LIST WITH BID OR UPON DEMAND.	_____	_____

1	5	6.00 HR ESTIMATED	EMERGENCY RESPONSE TO TEMPORARILY SOLVE A LANDSCAPE PROBLEM ON NON-SERVICE DAYS OR OUTSIDE OF REGULAR BUSINESS	_____	_____

GROUP TOTAL PRICE =====					
2	6	24.00 MO ESTIMATED	MONTHLY LANDSCAPE MAINTENANCE SERVICES FOR THE JOHN CARILLO SUBSTATION 8201 OSUNA NE 823-4455 SEE POLICE SUB SPECS.	_____	_____

2	7	24.00 MO ESTIMATED	MONTHLY LANDSCAPE MAINTENANCE FOR SHAWN MCWETHY MEMORIAL SUBSTATION. SEE SPECIFICATIONS. 6404 LOS VOLCANOS NW 831-4705	_____	_____

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 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-125-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	8	24.00 MO ESTIMATED	MONTHLY LANDSCAPING MAINTENANCE AT GERALD CLINE MEMORIAL SUBSTATION 5408 2ND ST NW. 761-8800 SEE POLICE SPECIFICATIONS. SEE POLICE SPECIFICATIONS.	_____	_____
2	9	24.00 MO	MONTHLY MAINTENANCE LANDSCAPING AT LA CUEVA COMMUNITY POLICE SUBSTATION PER SPECIFICATIONS. 7520 CORONA NW	_____	_____
2	10	24.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES AT THE METPOLITAN FORENSIC SCIENCE CENTER 5350 2ND ST NW	_____	_____
2	11	24.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES FOR POLICE EVIDENCE WAREHOUSE 1ST STREET	_____	_____
2	12	24.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES FOR OLD TOWN COMMUNITY SUBSTATION PER	_____	_____
2	13	24.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES FOR JAMES DWYER MEMORIAL SUBSTATION. 12700 MONTGOMERY BLVD NE	_____	_____
2	14	24.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES FOR BROADWAY SUBSTATION 1501 BROADWAY SE. 87102	_____	_____
2	15	24.00 MO ESTIMATED	MONTHLY LANDSCAPING MAINTENANCE AT FOOTHILLS SUBSTATION. 12800 LOMAS BLVD NE 87112	_____	_____

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 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2006-125-DG

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	16	24.00 MO ESTIMATED	MONTHLY LANDSCAPING MAINTENANCE AT ROGER HOISINGTON MEMORIAL SUBSTATION 5212 2ND ST NW 87107	_____	_____
2	17	240.00 MO ESTIMATED	MONTHLY LANDSCAPING SERVICES FOR THE METROPOLITAN FORENSIC SCIENCE CENTER PER SPECIFICATIONS.	_____	_____
2	18	10.00 HR ESTIMATED	IRRIGATION REPAIR AS REQUESTED. LABOR CHARGE PER HOUR. PARTS AT _____% OFF LIST	_____	_____
2	19	4.00 EA ESTIMATED	EMERGENCY RESPONSE TO TEMPORILY SOLVE A LANDSCAPE PROBLEM ON NON SERVICE DAYS OR OUTSIDE OR REGULAR BUSINESS HOURS.	_____	_____

GROUP TOTAL PRICE =====

ALL SUPPLIES, FERTILIZER AND ANY OTHER ITEMS NEEDED
 FOR REGULAR MAINTENANCE SHALL BE PROVIDED BY THE
 LANDSCAPE CONTRACTOR AND SHALL BE INCLUDED IN THE
 MONTHLY PRICE. ONLY IRRIGATION PARTS, SERVICE AND
 EMERGENCY SERVICES MAY BE ADDED TO THE INVOICE.
 GROSS RECEIPT TAXES MAY ALSO BE ADDED ONTO THE
 INVOICE AND SHALL NOT BE INCLUDED IN THE BID PRICING.

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

ADDITIONAL SERVICES PRICE PAGES
RFB2006-125-DG

1. Hourly Rates for the following labor classifications that may be required by the city for various repairs or expansions to existing irrigation systems at various APD locations within the Albuquerque Metro Area:

Hourly Rate for Trencher with Operator	\$ _____
“ “ Backhoe with Operator	\$ _____
“ “ Supervisor or Forman	\$ _____
“ “ Laborer	\$ _____

Percentage markup from list price to be paid for irrigation materials (as may be required by the City): _____%

Percentage markup from list price to be paid for Landscape Materials (as may be required by the City) for Repairs: _____%

2. The following group of items (labor and materials) may be required for miscellaneous site maintenance or emergency site maintenance (24 hour response time required from the selected contractor) and not covered by the monthly landscape maintenance services:

Hourly Rate for Supervisor	\$ _____
“ “ for laborer	\$ _____
Hourly Rate for Light Duty Truck I	\$ _____
“ “ for w/Driver	\$ _____
“ “ Dump Truck w/ Driver	\$ _____
“ “ Front End Loader w/Driver	\$ _____

Percentage markup from list price to be paid for emergency site maintenance materials (as may be required by the city): \$ _____

Percentage markup from list price on miscellaneous maintenance materials including herbicides, pesticides and other related products (as may be required by the city) \$ _____

CITY OF ALBUQUERQUE
PURCHASING DIVISION

CERTIFICATE OF MANDATORY SITE INSPECTION
FOR
RFB2006-125-DG

This certificate pertains to Request for Bid Number RFB2006-125-DG must be completed by all vendors making an offer in response to this request.

STATEMENT BY VENDOR

I hereby certify that I have conducted an on-site inspection of all bid items referenced in the group(s) that I am bidding on:

COMMUNITY CENTERS:

(Date)

(PRINTED NAME)

(SIGNATURE)

(COMPANY NAME)

POLICE SUBSTATIONS:

(DATE)

(PRINTED NAME)

(SIGNATURE)

(COMPANY NAME)

Monday 3/20/06

- 1) Gerald Cline Memorial Substation
5408 2nd St
- 2) Roger Hoisington Sub
5212 2nd St NW
- 3) Metropolitan Forensic Science Center
5350 2nd St
- 4) John Carillo Substation
6201 Osuna Rd NE
- 5) James Dwyer
12700 Montgomery NE

Tuesday 3/21/06

- 1) South Broadway Sub
1501 Broadway SE
- 2) Phil Chacon
800 Louisiana Blvd SE
- 3) Foothills Sub
12800 Lomas Blvd
- 4) Old Town Community
2060 Central SW
- 5) Shawn McWethy Memorial Sub
6404 Los Volcanes Rd NW

GROUNDS MAINTENANCE TERMS

OVERVIEW

The contractual terms described below prescribe the minimum acceptable performance requirements of this Service Contract.

It is primarily understood that the Contractor will provide all material, trained personnel, equipment, services, and incidentals necessary for the performance of the grounds maintenance service program (set out below) at various locations attached hereto and made a part hereof as "exhibit A".

TERMS AND GROUNDS MAINTENANCE SERVICE PROGRAM

1. Albuquerque Police Department requests your monthly rate to provide weekly maintenance of the grounds at each location, listed as "Exhibit A".
2. The Contractor agrees to perform specified care as necessary. Two visits may be necessary for the care of the flowering materials or special displays. The specified maintenance is listed below. The Contractor will provide:
 - A. Weekly mowing and trimming of all turf lawn areas during the growing season to a height of 2 inches and as needed during the colder months to a height of 1.5 inches.
 - B. Annual power rake of turf areas each spring.
 - C. Aerating of turf areas in mid-summer to reduce compaction.
 - D. Fertilization of turf areas a minimum of four times annually using the appropriately balanced fertilizer to maintain growth, verdancy, and deep rooting.
 - a. Spring – as soon as active growth starts, use 16-8-8 plus micronutrient and post emergence weed control.
 - b. Mid to late May – Use 16-8-8 plus micronutrient and post emergence weed control.
 - c. August – Use 16-8-8 plus micronutrient.
 - d. Mid to late October – Use 16-16-16 plus micronutrient.
 - E. Pruning, shaping, and trimming of all trees and shrubs in mid-June to maintain healthy growth and attractive shape. Additional pruning to provided as needed.
 - F. Semiannual deep root feeding of all plant materials using 16-8-8 fertilizer with micronutrients and one pound of nutrients per 100 square feet.
 - G. Spraying for insects, disease, and fungus control as needed.
 - H. Spraying for weed control as needed.

- I. Policing of grounds, including patio areas, rock areas, xeriscaped areas, grass areas, planters, sidewalks, and parking lots, for trash and litter control.
- J. Adjustment of irrigation system as necessary for proper watering distribution and timing.
- K. Repairs as necessary and possible, to irrigation system. Damage caused by maintenance personnel to be repaired at no charge. Other repairs to be performed with charges for labor and materials.
- L. Watering and maintenance of trees, shrubs, cacti, and other plants as needed.
- M. Prices quoted in submitted bids should include equipment, labor, freight, and taxes.
- N. Cultivation, weeding, and removal of trash from planting beds as needed (including pond area at Shawn McWethy). Areas should be checked weekly.
- O. Raking of leaves and other debris in late fall.
- P. Heavy pruning of certain shrubs species to promote renewed growth, if needed.
- Q. In areas of soils setting the grade will be re-established and the area returned to original condition.
- R. Edging of the grass area is to be done once a month in the Spring through the Fall and on an as-needed basis thereafter.
- S. Rock area will be kept weed free by chemical and/or by hand. Sand blown into rocks will be removed once a month during the Spring and on an as-needed basis the remainder of the year. Matching rock will be added as needed.
- T. Tree wraps should be removed during the Summer and Fall and replaced during the Winter and Spring. Tree ties should be relocated yearly.

All plant materials are guaranteed by the Contractor and will be replaced, if necessary, with plant materials at equal or greater value. Contractor will not be held responsible for plants that have been poisoned, stolen, frozen, heat damaged, or from any other Acts of God.

Insurance requirements for the successful offerer are referenced on the attached sheet.

Failure by bidders to acquaint themselves with the conditions affecting the work will not relieve them from responsibility for estimating properly the difficulty or the cost of successfully performing the work.

Specifications for Landscape Maintenance For Various Police Facilities

The facilities that require service are listed below, the necessity of adding more locations during the contract period is may also be required.

SPECIFICATIONS

1.1 This contract includes maintenance and inspection of trees, shrubs and lawns: weed control; winter de-icing of sidewalks and stairways; and complete responsibility for upkeep and maintenance of landscape watering and sprinkler systems.

1.2 The Contractor will be required to have a 24 hour emergency phone or answering service. Contractor must be able to respond to calls regarding broken water lines and sprinkler system malfunctions within 1 hour on a 24 hour basis.

1.3 Work to be performed at the above properties includes the following: maintenance of various types of plants. trees, shrubs and grass (sod); crushed sand areas, gravel and decorative landscaped bark beds.

1.4 The grassed areas (sod) includes all sod, trees, shrubs, flower beds, and the irrigation systems within the above mentioned areas.

1.5 The planter areas in parking lots will include all areas landscaped with crushed sand, decorative bark! trees, shrubs, and the irrigation system within these areas.

1.6 All curb areas, sidewalk areas and parking lots included in this contract will be kept free of weeds and trash and will be broom swept on a weekly basis. In the event of inclement weather and/or snow days, sidewalk areas and stairways will be cleared of all snow and ice.

1.7 Contractor will be required to install new landscaping (Xeriscaping) at additional developments as designated by Police Department personnel to include installation and removal of bushes, trees; sod, gravel, weed-barrier, and fill dirt as required. City of Albuquerque is to be invoiced at Contractor's cost for all material required to complete the new installation and renovations. Note: several developments may require removal of grassed areas and installation of gravel or crusher fines to reduce the city of Albuquerque's water usage.

1.8 Contractor will be required to do complete sprinkler system renovations. Renovations to include upgrading of sprinkler systems and sprinkler controllers and the installation of new irrigation piping as requested by Police Department personnel at various police facilities as required.

1.9 The contractor or Contractor's designated representative must visit all the above sites not less than once a week to inspect and evaluate the appearance and need for maintenance. Landscape inspections shall also include inspection of the contract area vegetation (trees, shrubs and flower bed areas) for disease, insect damage and weed control.

1.9(a) The Contractor and designated representatives of the Contractor, including permanent and casual employees shall have visible on their person, a means of identifications (photo ID badge, company uniform with name tag, etc.), designating the aforementioned personnel as being in the employ of the Contractor. The identification shall be paid for at the Contractor's expense.

1.10 Landscape maintenance at the above sites will be a continuing requirement. The period of this Contract shall extend eighteen (18) months from the date of award. If both the Owner and the Contractor are agreeable, the Contract shall be renewable to continue landscape maintenance for additional monthly periods for up to two (2) twelve (12) months with no change in the contract terms.

1.11 All vendors making an offer to this Request for Bid are required to conduct an on-site inspection. Failure on the part of the Vendor to become acquainted with the conditions affecting the work specified and required in this request shall not constitute relief from responsibility for estimating properly the degree of difficulty or cost of successfully performing the work. The bidder shall be responsible for any excess costs resulting from failure to make an accurate estimate. FAILURE TO CONDUCT AN ON-SITE INSPECTION SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITIES. Contact must be made with Mr. Charles E. Hilger Jr. at 768-2278, to arrange for this inspection.

2 Soil analysis and fertilization:

2.1 Within thirty (30) days from the award of contract, at no additional cost to the Owner, Contractor shall submit a certified soil analysis and fertilization plan for the sites being maintained. Fertilization of the landscaped areas under this contract will be according to soil conditions specified in the soil analysis.

2.2 All sites will be fertilized as needed, minimum of four (4) times per year. Fertilizer for lawns shall be of the granular type. Fertilization schedule, type of fertilizer, and objectives will be included in the above mentioned fertilization plan.

3 Trees and shrubs:

3.1 All trees and shrubs shall be trimmed so as to maintain the aesthetic beauty of each site. Deciduous material shall not be allowed to accumulate and shall be raked up and disposed of as often as necessary, Tree branches which need to be cut over 3/4 inches in diameter shall have wounds smoothed end shaped so as not to retain water and treated areas shall be coated with an approved wound dressing.

3.2 Pruning and trimming shall be done in accordance with accepted practices of the National Arborist Association (N.A.A.). The contractor shall provide the Owner with a schedule prior to starting pruning and trimming.

3.3 All trees, shrubs and flowers shall be examined for disease, parasites, fungus, and insect infestation periodically. Should a problem be identified, the Contractor shall take necessary measures to correct the problem immediately.

3.4 The scope of services is to include tree spraying for the removal of insects, tent worms, flying ants, or any other insects that would affect the trees and adjacent property and residents.

3.5 The Contractor shall be required to remove any trees at any location determined by Police Department personnel. This will include removal of the complete stump at approximately 18" to 24" below existing grade. This will also include all surface roots associated with the tree removed.

3.6 All flower beds shall be kept free of weeds and grasses, and shall be kept from invading paths and walkways. In cases where landscape material, i.e., wood chips, mulch, gravel, crusher fines or other ground cover has become scarce or discolored, or is in need of replacement, the Contractor shall provide the material and invoice the City for reimbursement of cost of materials. Installation shall be done at no additional cost to the Police Department. All installations must have written approval of the Police Department prior to beginning the work. This is intended for isolated instances.

4.0 Lawns:

4.1 Wind blown trash and weeds shall be removed from fence lines, grass areas, rock beds, and around trees and bushes when necessary. All grass cuttings, pruning, trash and debris will be physically removed from the site under this contract by the contractor.

4.2 All lawn areas will be mowed periodically during the growing season to insure that the length of the grass never exceeds three (3) inches year round. Grass along sidewalks shall be edged to maintain equal heights of cut lawn. Prior to mowing, the Contractor will locate and mark all sprinkler heads. Contractor will do a final rake out in November or December to remove all plant material in decline.

4.3 The Contractor shall provide power raking and aeration in February or March at all sites. The Contractor shall re-seed grass in barren spots throughout each site. The City of Albuquerque will not provide grass seed for the Contractor. The Contractor shall be reimbursed at invoice cost. The seed mixture will consist of a mixture, per 100#, of:

- 1) 40# of Perennial Rye
- 2) 40# of turf-type fescue
- 3) 20# of Kentucky Bluegrass

5 Weed Control:

5.1 Aerosol sprays for weed control will not be allowed. Round up or equivalent weed control product will be provided by the Contract to control, weeds in areas at locations to be maintained or as specified by Police Department personnel. Dacthal products or their equivalent shall be used in February or March as a preemergence to weed seeding. Broad leaf weeds and crab grass shall be treated as they appear. All pesticides and herbicides must be used and applied in strict compliance with manufacturers recommendations.

5.2 All herbicides shall be applied in such a manner as not to destroy lawns, trees, shrubs and other established landscaping, or to present a hazard to humans. Where possible, subsurface herbicides shall be used.

6 Irrigation Systems:

6.1 The Contractor will provide the designated representative of the Owner with a schedule of the anticipated operation of the automatic irrigation system. Irrigation of each site will be the responsibility of the Contractor. The Contractor shall provide watering schedules that are the most conducive to proper landscape maintenance and water conservation.

6.2 The Contractor will be reimbursed at Vendor's invoice cost for all repair parts approved by the designated representative of the Police Department. Sprinkler heads damaged by the Contractor will be repaired by the Contractor, at the Contractor's expense.

6.3 The City of Albuquerque will pay for parts damaged by acts of vandalism that are not the fault of the Contractor. Repair to vandalized pans (Will be considered part of the Contractor=s general and routine maintenance and shall be performed without additional cost to the Police Department. For all general maintenance of parts, the City of Albuquerque will pay the replacement costs. The Contractor will make use only of suppliers designated by the Owner and will pick up the replacement parts from such designated suppliers at no additional cost to the Owner .

7 Safety:

7.1 The Contractor shall take all adequate precautions to assure the safety of all persons. Property, vehicles and equipment associated with the performance of this contract. The Contractor shall exercise extreme caution in performing the work described by these specifications. All applicable OSHA and State of New Mexico regulations shall be followed by the contractor at all times. The following minimum safety procedures shall be maintained at all times.

7.1 (a) Working hours will normally be restricted to daylight hours. If the Contractor desires to work at night, or when lighting is otherwise inadequate. he shall supply sufficient lighting to ensure the safety of his employees and the affected all other persons in the area.

7.1(b) Contractor's employees operating powered equipment such as lawn mowers, weed-eaters, etc, shall wear protective clothing and eyewear at all times during operation and as recommended by manufacturers of such equipment.

7.2 Contractor shall be responsible for the prevention of runoff into the streets adjacent to the areas under this contract, unless the causes for such runoff are beyond the control of the Contractor.

7.3 Contractor shall be responsible and pay any and all citations issued by the City of Albuquerque. Public Works Department in regards to wasted water and non-compliance with all of the water ordinances set forth by the City of Albuquerque, Water Conservation Ordinances #6-1-1-1 et seq.

8 Other Considerations:

8.1 The bidder must possess a current, valid commercial application license for the use of pesticides and herbicides, as issued by the State of New Mexico's Department of Agriculture and must submit a proof copy of this license along with the bid along with any related, required documents.

8.2 Within ten (10) days of contract award, Contractor shall bring to the attention of the Police Department any existing discrepancies that need to be corrected.

9 Contractor qualifications:

9.1 The Contractor who is awarded this contract must:

9.1 (a) Submit, in writing, proof that they have adequate equipment and personnel to accomplish the work as defined under this contract. Information shall include the number of personnel and types of equipment the Contractor intends to utilize in the performance of the work under the terms of this contract.

9.1 (b) Submit a minimum of three (3) references, which shall document the Contractor's experience with landscape contracts of equivalent size and nature.

9.2 Failure to include information required per Section Nine (9) with the bid package may be cause for rejection of the bid.

10.0 Assignability:

10.1 The Contractor shall neither assign or transfer any interest in this contract without the prior written consent of the Police Department thereto.

11.0 Contract Manager:

11.1 Management of this contract for landscape maintenance, on behalf of the Police Department, will be the responsibility of Mr. Charles E. Hilger Jr., Albuquerque Police Department; telephone (505)768-2278. Questions regarding these bidding documents should be directed to Mr. Hilger.

12 Award of Contract:

12.1 The Police Department reserves the right to reject any and all bids and waives any and all informalities and the right to disregard all nonconforming, incomplete, or conditional bids or counter proposals.

12.2 Bids shall be based on unit prices per month for each area type as described in the bidding contract and shown on the site plans. The base bid shall be the total of all unit price extensions for each area multiplied by twenty four (24) months, as shown in the bid proposal.

12.2(a) By submitting a Bid Proposal, the Bidder is signifying that he/she has carefully examined the contract documents and the sites of the proposed work, and is thoroughly familiar with the work and conditions surrounding the work.

12.2(b) If a Contract is awarded, it will be awarded to the lowest responsive bidder on the group total bid price (on an "all or none" basis).

MEASUREMENT AND PAYMENT

The Contractor shall invoice the Police Department standard monthly charges as bid, plus any invoice for replacement parts of the irrigation system, plants, trees, shrubs and ground cover material as provided for under the terms stated herein.

TERMINATION

If, for any reason, the Contractor shall fail to fulfill his obligations under this contract, or if the Contractor shall violate any of the covenants, clauses, or stipulations of this contract, the Police Department shall thereupon cancel this contract by giving written notice to the Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Police Department may withhold any payments to the Contractor, to include legal fees, for the purposes of set-off until such time as the exact amount of damages due the Police Department, from the Contractor is determined.

Department of Family & Community Services

Location:

Taylor Ranch Community Center
4900 Kachina Street NW
Albuquerque, NM 87120
Don Newton 768-6006

Los Griegos Multi-Service Center
1231 Candelaria Rd NW
Albuquerque, NM 87107
Mayan Armijo 761-4050

John Marshall Multi-Service Center
1500 Walter SE
Albuquerque, NM 87102
Susan Dixon 848-1345

FAMILY & COMMUNITY SERVICES

LANDSCAPE MAINTENANCE

LAWN CARE (one area of turf):

1. Frequency and height of mowing will depend on current weather conditions. Generally, lawns will be mowed at a height of 2-1/2 to 3 inches during the growing season and 2 to 2-1/2 inches during colder months. Anticipated annual frequency of turf mowing = 40.
2. Grass clippings shall be cleaned up as best meets the needs of the property. Mulching mowers may be used as needed to reduce the amount of clipping and replenish nutrients back into the lawn.
3. Turf Areas will be core-aerated 1x per year. Aeration will generally be done in early spring.
4. Turf will be fertilized as necessary to promote health and color, generally 4 to 6 times per year.
5. Mechanical edging of turf along sidewalks, driveways, curb-lines, fences, walls, and turf bordering adjacent non-turf landscaped areas shall be edged at least twice per month during the growing season.

PLANTING BEDS:

1. Ground Covers shall be kept trimmed within designated areas. Ground covers will be kept 4 to 6 inches away from buildings, walls, fence-lines, sidewalks, and other hard-scape areas.
2. Mowing of ground covers for rejuvenation will be done as necessary, generally once every 2-3 years. Mowing of ground cover will be done at best time for health of groundcover, generally early spring.
3. Ground covers will be fertilized as necessary, generally a minimum of 2x per year.

SHRUBS, TREES AND VINES:

1. Pruning will be done to promote structural strength and accentuate the plants natural forms and features within limitations of space. Plants that require formal pruning will be maintained with power hedge shears. Frequency of pruning depends on plant types; generally shrubs will be trimmed 4 to 6 times per year.
2. Tree Pruning for trees up to 15' in height is included in this contract. Thinning, pruning or removal of branches on trees over 15' high will be done for branches less than 6" in diameter where such branches pose potential liability for pedestrians or vehicles. A clearance height of 7' shall be maintained in these cases.
3. Stakes and ties shall be adjusted to prevent girdling and chafing. Removal of tree stakes no longer required for support will be done at no extra charge.

4. Tree staking or guy wiring of trees for support will be done at an extra charge.

IRRIGATION:

1. The contractor shall provide a complete system check 2x per year. System check reports will be provided to the owner identifying irrigation problems along with proposals to make any necessary repairs not covered by the one year warranty. Proposed irrigation repair work will not be completed without signed approval by owner or owner's representative. Contractor is not responsible for condition or appearance of landscape resulting from unapproved irrigation repair proposals.
2. The contractor shall operate the automatic irrigation system. The contractor will adjust the controllers as needed to apply water in accordance with plant requirements based on weather and soil conditions. The program shall maximize penetration of the root zone and minimize run-off.
3. Contractor will clean and adjust sprinkler heads and nozzles as necessary.
4. Contractor will identify known irrigation shut-off locations by visible tag or other suitable marking method.

FERTILIZATION:

1. Fertilization of turf shall be performed as necessary to maintain good health and color. Generally, 4-6 applications of fertilizer are performed per year depending on site turf requirements.
2. Fertilization of groundcovers, shrubs, and trees outside of turf areas will be done in the spring and fall as needed with a granular fertilizer.

WEED CONTROL:

1. It is the objective of the contractor to keep all the landscaped areas essentially free of noxious weeds. This includes turf, groundcover, shrub bed and hard-scape areas.
2. If an initial clean up of the undeveloped portion of the property is approved, these areas shall be maintained free of weeds and litter as part of the weekly service. There will be an extra charge to remove, haul, and dispose of any large items illegally dumped on site.
3. The eradication of established invasive plants such as Bermuda grass, Bent grass, Morning Glory, and Nut Sedge is not included. Where controllable, this can be done as an extra work item.

PEST AND DISEASE CONTROL:

1. Pesticides shall be applied lawfully and as necessary to control plant and material damage by pests. Abnormal or major pests requiring special products or application procedures will be an extra charge.

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SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - MULTIPLE AWARDS:

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

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

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.

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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.

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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.

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.

PRICE ESCALATION:

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

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

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SITE INSPECTION - REQUIRED:

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

SUB-CONTRACTING SERVICES DISALLOWED:

ALL SERVICES PROVIDED AS A RESULT OF THIS REQUEST MUST BE PERFORMED BY THE OFFEROR TO WHOM THE CONTRACT IS AWARDED. NO SUBCONTRACTING SHALL BE ALLOWED.

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.

**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: _____

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 the State of 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 the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

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)