City of Albuquerque

Request for Proposals

Solicitation Number: P2013000001 (RFP Number Assigned by Purchasing)

Management of Animal Licensing Program



<u>Deadline for Receipt of Offers: August 10, 2012: 4:00 p.m. (Mountain Time)</u>
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
(Revised 6/12/12 - SCN Version)

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INTRODUCTION

The Animal Welfare Department (AWD) is seeking proposals for the purpose of issuing a contract for a two (2) year period with possible two (2) one-year renewal options for animal licensing for the City of Albuquerque in accordance with Albuquerque Animal Services Ordinance, Section 9-2-1 et seq. ROA 1994 (the "Ordinance").

This contract would be to manage and operate the City's animal licensing program in accordance with Albuquerque Animal Services Ordinance, Section 9-2-1 et seq. ROA 1994 (the "Ordinance"), or any successor ordinance, via mail, telephone, e-mail and internet by providing all labor, tools, transportation, supervision and supplies.

Services will include, but are not limited to: issuing licenses (rabies vaccination certificates and licenses), data entry, transfer of data to and from Chameleon/CMS software, or any successor software, in use by the City, responding to inquiries from citizens, AWD staff, providing notification of license renewals, handling fees, reporting and providing the supplies necessary to provide service.

The Offeror must have the capability and necessary agreements, or ability to obtain necessary agreements, to transfer data to and from Chameleon/CMS software, or any successor software, currently in use by the Animal Welfare Department.

The ordinance referenced in this RFP can be found at the following location: www.cabq.gov/pets/rules-tools/heart-ordinance/heart-ordinance-text

Forms referenced in this RFP are subject to approval by the City and the Offeror.

PART 1 INSTRUCTIONS TO OFFERORS

- 1.1 RFP Number and Title: P2013000001, "Management of Animal Licensing Program"
 - 1.2 Proposal Due Date: <u>August 10, 2012</u> NLT 4:00 PM (Local Time) The time and date proposals are due shall be strictly observed.
 - **1.3 Purchasing Division:** This RFP is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.
 - **1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.
 - **1.5** Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

- **1.5.2 City Purchasing Rules and Regulations:** City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (the "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance (the "Ordinance"). These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.
- **1.5.3 Civil Rights Compliance:** Acceptance of offer is contingent upon the Offeror's certification and agreement 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 and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Resources Department.
- **1.5.4** 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.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your proposal and bonds as required.

1.5.6 Ethics:

- **1.5.6.1 Fair Dealing.** The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.
- **1.5.6.2** Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.
- **1.5.7 Participation/Offeror Preparation:** Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.
- **1.5.8 Debarment or Ineligibility Compliance:** By submitting its offer in response to this RFP, 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.
- **1.5.9** 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]

- **1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.
- **1.6 City Contact:** The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative for this solicitation through the online eProcurement system unless otherwise specified in the solicitation:
 - Kim Gardner, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
 - Phone: (505) 768-2953 or E-Mail: kgardner@cab.qov
 - Post Office Box 1293, Albuquerque, New Mexico 87103
- **1.7 Contract Management:** The contract resulting from this RFP will be managed by the Animal Welfare Department, Administration Division (AWD).
- **1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of offers to allow sufficient time for a reply to reach all Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. All answers will be posted to the online eProcurement System and will constitute Addendum to this Request for Proposals.
- **1.9 Submission of Offers.** The Offeror's sealed proposal **must be submitted both in hard copy** (see *Sections 1.9.6 and 1.9.7*) **as well as electronically through the eProcurement system** (see *Section 1.9.5*) in the format outlined in Part 2 of this RFP and mailed or delivered pursuant to the following requirements:
- **1.9.1 Envelope Preparation.** Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:
 - → Name and Address of Offeror
 - → Closing Date and Time of RFP
 - → RFP Number
 - → RFP Title
- 1.9.2 Ship, Deliver, or Hand-Carry Sealed Offers to: Office of the City Clerk, City/County Government Center, Basement Level, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above. Use this address for packages sent via non United States Postal Service carriers.
 - **1.9.3 Mail Sealed Proposals to:** Office of the City Clerk, Post Office Box 1293,

Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 PM (Mountain Time) of the day of closing.

ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK AS SPECIFIED HEREIN.

- **1.9.4** No other methods of offer delivery. Neither telephone, facsimile, nor telegraphic offers shall be accepted.
- **1.9.5 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System. at http://www.cabq.gov/vendor/solicitations. If you do not have a username and password, please register as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 575-9955 or (505) 414-8043.
- **1.9.6 Hard Copy.** In addition to the electronic submittal, Offeror must also submit one (1) original and six (6) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and six (1) copies of your Cost Proposal for this RFP.
- **1.9.7 Soft Copy.** Include with your original hard copy Proposal submission, on a CD, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.
- **1.9.8 Modification.** Offers may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.
- **1.9.9 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office.
- 1.9.10 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.
- **1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.
- **1.11 Draft Agreement:** A copy of the Draft Agreement to be entered into is included in the RFP. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.
- **1.12 Evaluation period:** The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

- **1.13 Evaluation Assistance:** The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.
- **1.14** Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- **1.15 Debarment of Offeror:** Any proposal received from an Offeror that is, at the time of submitting its proposal 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.

1.16 Award of Contract:

- **1.16.1 When Award Occurs:** Award of 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.
- **1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.
- **1.16.3 Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (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 resulting from this RFP for cause in accordance with the terms of said contract.
- **1.17** Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.
- **1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.
- **1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this Request for Proposals.
- **1.20 Proprietary Data:** The file and any documents relating to this RFP, including the proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror's main proposal, marking it as "Confidential" and uploading it separately from its main proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The City of Albuquerque will endeavor to restrict distribution of material separated, designated as "Confidential" and provided

separately to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP.

1.21 Preferences: Preferences for local, small and resident businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

1.22 REQUESTS FOR PROPOSALS (RFP) PROTEST PROCESS:

- **1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.
- **1.22.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.
- **1.22.3 Timely Protests:** Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, 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.
- **1.22.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Purchasing Officer. The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.
- **1.22.5 Required Information:** The protest shall contain at a minimum the following;
 - The name and address of the protesting party;
 - The number of the competitive solicitation;
 - A clear statement of the reason(s) for the protest;
 - Details concerning the facts, which support the protest;
 - Attachments of any written evidence available to substantiate the claims of the protest; and
 - A statement specifying the ruling requested.

1.22.6 Address Letters and Envelopes as Follows:

City of Albuquerque RFP NumberPurchasing Division PROTEST

- PO Box 1293
- Albuquerque, New Mexico 87103
- **1.22.7 Protest Response by Purchasing Officer:** All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.
- **1.22.8 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. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.23 INSURANCE:

- **1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract 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 these insurance requirements. 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 canceled, 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 professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.
- **1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.
- **1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:
 - 1.23.3.1 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 the contract resulting from this RFP.

- 1.23.3.2 Automobile **Liability Insurance.** A comprehensive automobile liability insurance 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. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
- 1.23.3.3 Workers' **Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.
- **1.24.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

- **2.1.2.1 Current** Experience. State relevant experience of the company and person(s) who will be actively engaged in the execution of duties related to the services requested, including experience of subcontractors, if applicable. Submit resumes for the individuals who will be performing the services for the City.
- **2.1.2.2** Past Experience. Provide a minimum of three (3) references for whom services are currently provided; state for whom the work was performed, years reference has been a client, and a reference person who can be contacted regarding the work. Provide a statement of relevant experience with other municipalities or government entities.
- **2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.
- **2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff.

2.2 Cost Proposal Format, Section Two

- **2.2.1 Total Cost:** Submit your Cost Proposal separately from your technical proposal. If provided, follow the sample format attached to this RFP.
- **2.2.2** The cost proposal should contain at least the following information:
 - The cost for each one-year license or replacement tag issued under this agreement.
 - The cost for a multi-year license or replacement tag issued under this agreement.

- The cost for each late fee collected under this agreement.
- Estimated periodic billing to the City based on the services provided under this agreement.
- **2.2.3 Offerors should show detailed costs** by task and number of hours dedicated to each task as listed in the specifications.
- **2.2.4 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.
- **2.2.5** An example of the preferred format is attached to this RFP. Your response to this section will be used in performing a cost/price analysis.

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PART 3 SCOPE OF SERVICES

- **3.1 General.** Provide all labor, tools, transportation, supervision and supplies necessary to manage and operate the City's animal licensing program in accordance with the Albuquerque Animal Services Ordinance, Section 9-2-1 et seq. ROA 1994 (the "Ordinance"), or any successor ordinance. Services include, but are not limited to: providing supplies of forms; processing of rabies vaccination certificates and licenses (together referred to by the term "License"); distribution of Tags; data entry; response to citizen, Animal Welfare Department (AWD) staff, registrar and veterinarian inquiries; providing notices of License renewals, as required; handling of fees, and reporting. Services will be provided via mail, telephone, e-mail and internet.
- **3.2 Supplies.** Provide reasonable quantities of supplies (reporting forms, rabies vaccination certificates, citizen mailing envelopes, and other related materials) necessary for veterinarians or other registrars to sell License tags ("Tags") and/or report information on citizens vaccinating their animals against rabies to AWD. Such supplies are to be printed in a design and layout to be determined by AWD.
- **3.3 Inventory of Tags.** Maintain an inventory of all Tags (which shall be provided with Oring and/or s-hook to the Contractor by AWD), including records of Tags distributed to each vaccination and licensing location, to citizens and Tags collected and retrieved by locations. Provide AWD with a Tag inventory report at least quarterly or as requested. The Contractor will return all unused Tags in its possession to AWD as directed by AWD.

3.4 License Processing.

- **3.4.1** Receive and process applications for issuance of Licenses, renewal of rabies vaccinations and Licenses and replacement of Licenses, including, but not limited to, renewals requiring late fees.
- **3.4.2** Issue Tags to owner/registrants for each animal where an application for a new, renewal or replacement License is submitted, necessary fees are paid, Ordinance items met and a current rabies vaccination certificate is provided, if applicable.
- **3.4.3** Process Tags within five (5) business days of receipt of the licensing payment and complete documentation as required by the ordinance.
- **3.4.4** The Contractor shall charge licensees in accordance with the fee schedule currently approved by the Administration. In the event tendered fees are less than prescribed, the Contractor shall provide a deficiency notice to the licensee and shall not issue a license until all fees have been paid.

3.5 Data Entry.

3.5.1 Enter the data regarding Licenses issued by the Contractor and veterinarians into the Contractor's proprietary database. The Contractor will use its best efforts to assure that correct and complete information is entered at all times as well as completing

searches for existing customer/pets ID information in order to prevent multiple ID's being made unnecessarily. AWD will enter data regarding Licenses issued by AWD, over the counter or through adoptions, into the City's license database.

- **3.5.2** Perform a two-way update of data including microchip data into and from the City's and the Contractor's databases. The Contractor must have the capability and necessary agreements, or ability to obtain necessary agreements, to transfer data to and from Chameleon/CMS software, or any successor software, in use by the Animal Welfare Department.
- **3.5.3** Neither the Contractor nor the City will have direct access to the other's database. Such updates shall occur on a schedule agreed to by the Contractor and AWD and shall not occur less frequently than weekly.
- **3.5.4** Maintain confidentiality of all data as directed by the City or as otherwise required pursuant to applicable law. Data collected pursuant to this Agreement shall at all-time remain the property of the City and upon termination of the Agreement copies of all such data shall be returned to AWD or disposed of as AWD directs.

3.6 Veterinarian/Registrar Notices and Supplies.

- **3.6.1** Notify all veterinarians/registrars who are delinquent in submitting their monthly vaccination and/or sales reports.
- **3.6.2** Provide veterinarians and other authorized registrars with necessary quantities of supplies (reporting forms, rabies vaccination certificates, citizen mailing envelopes, and the like) required to sell Tags and/or report information on citizens vaccinating their animals against rabies to AWD.
- **3.6.3** Verify and complete each veterinary/registrar transmittal with the attached documentation submitted by a veterinary clinic. The final information will be submitted to AWD electronically in accordance with a process approved by the City.

3.7 Citizen contact.

- **3.7.1** Maintain a toll-free telephone number through which citizens may make inquiries relating to animal licenses. The Contractor shall provide staff that is knowledgeable, courteous and familiar with the City's animal licensing program, AWD and the Ordinance, as it pertains to animal vaccinations and licensing. This toll free telephone number shall be staffed at least eight (8) hours each day during the contractor's regular business hours.
- **3.7.2** Respond to and communicate with citizen requests in a timely fashion.
- **3.7.3** Communicate with citizens by phone, mail or e-mail as needed to receive and respond to all citizen inquiries made by phone, e-mail or in writing relating to the issuance of Licenses, the City's animal licensing program and other written inquiries associated with animal licensing and rabies vaccination in the City.

3.8 Notices to Licensees.

- **3.8.1** Provide each licensee a written notice of the need for renewal of his or her rabies vaccination or License no later than the thirtieth day prior to the day the rabies vaccination or License shall expire or as otherwise directed by AWD.
- **3.8.2** Provide each licensee with a reminder notice if the rabies vaccination or License has not been renewed within thirty days after the date the rabies vaccination or License has expired or as otherwise directed by AWD.
- **3.8.3** Provide and utilize renewal and reminder forms agreed to by the Contractor and AWD prior to the mailing of notices. In the event AWD and the Contractor cannot agree as to the forms, the notices currently used by the City shall be employed.

3.9 AWD Staff Contact.

- **3.9.1** Respond to inquiries and communicate with AWD staff in a timely fashion.
- **3.9.2** Provide toll-free telephone access for AWD staff to Contractor for information necessary to conduct field operations, i.e. License and vaccination verification during Contractor's regular business hours. The Contractor will endeavor to respond to City inquiries from AWD staff within fifteen minutes of the time of inquiry.

3.10 Revenues and Deposits.

- **3.10.1** Collect all revenues, including those revenues received through online services, due to the City for issuance of all new, renewal or replacement Licenses and late fees.
- **3.10.2** If any convenience fees are charged for online services, they should not exceed the amounts charged to the Contractor. Convenience fees received by the contractor should be reported for informational purposes on the daily reports provided to the City.
- **3.10.3** Deposit all collected fees, including those received online, in a local bank branch in which the City has an account. Such deposits shall be made on a daily basis unless otherwise agreed to by the City. There are to be no amounts reduced from the daily deposits. A monthly reconciliation will occur between the Contractor and the City.

3.11 Reports.

- **3.11.1** On a daily basis provide various deposit reports. The format of and information within these reports will be determined by AWD.
- **3.11.2** Within ten (10) business days after the end of each calendar month during the term hereof, submit to AWD in a format agreed to by the parties, an animal licensing summary report related to veterinary clinics, licensing and contracts.
- **3.11.3** Provide a quarterly Tag report which will include information such as the Tags provided to each location, the Tags reported as distributed by each location, and the remaining tags in inventory. Contractor will also provide to AWD any information

received from clinics regarding unused Tag sequences at the end of the year.

- **3.11.4** Provide a year-end report of accounts receivable transactions in a format agreed to by the parties.
- **3.11.5** Provide additional statistical reports as requested with in a timely manner. Contractor will provide reports within five (5) business days of the request, unless otherwise agreed to by the parties.

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PART 4 EVALUATION OF OFFERS

- **4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.
- **4.2 Evaluation Criteria**. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

- 200 -- The Offeror's general approach and plans to meet the requirements of the RFP.
- **200** -- The Offeror's ability to meet reporting requirements and maintain database.
- **200** -- Experience and qualifications of the Offeror and personnel to perform tasks described in Part 3, Scope of Services.
- **200** -- The Offeror's past performance on projects of similar scope and size.
- **200** --Cost Proposal The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, base on a cost/price analysis.
- **4.2.2** Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.
- **4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.
- **4.3 Preferences.** Preferences for local, small and resident (state) businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

PART 5 - Instructions for PREFERENCE CERTIFICATION FORM For Local, Small or Resident Business Preferences (Goods & Services)

- 1. ALL INFORMATION MUST BE PROVIDED. A 5% small business preference and a 5% local preference or resident business preference are available for this procurement. To qualify, 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. PHYSICAL LOCATION MUST BE STATED. To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan 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.
- **3. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not qualify an offer for a preference and should not complete or submit the Form.
- **4. APPLICATION OF PREFERENCES.** The small business preference and the local business preference will be applied to all offers submitted by eligible small businesses. The local preference only will be applied to all offers submitted by eligible local businesses which are not small businesses. If there are no offers submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.
- **5. DEFINITIONS.** The following definitions apply:
 - The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
 - A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
 - A small business is a local business which employs an average of fewer than 50 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
 - A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
 - A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
 - A full-time employee is an employee of the business who is hired to work at least forty (40)
 hours per week, whether in a permanent, temporary or seasonal status. If all full-time
 employees of the business are hired to work a shorter work week, the City's Purchasing
 Officer may reduce this requirement, upon receipt of adequate documentation.
- **ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within three working days of receipt of the request, documentation to substantiate the information provided on the Form. The City's Purchasing Officer shall determine the sufficiency of such documentation.

PREFERENCE CERTIFICATION FORM

For Local, Small or Resident Business Preferences (Goods & Services)

RFP/RFB NO: <u>P2013000001</u>

Business Name:					
Princi	Principal Office:				
	Street Address	City	State	Zipcode	
Place	of Business:				
	Street Address	City	State	Zipcode	
	If your Principal Office and P Metropolitan Area (see defini following information:			•	
	age Number of Full-ting: SELECT ONE	me Employees o	ver the Pric	or Calendar	
	0 – 49 employees.				
	50 employees or more.				
Œ	If applicable, insert State of N Certification Number:	New Mexico Resident E	Business or Res	sident Manufacturer	
		CERTIFICATION			
principa informa the bus	y certify that the business set out a al Offerors jointly submitting this off tion which I have provided on this F iness set out above and, if reques the necessary documents to substa	fer (e.g. as a partnership, Form is true and correct, sted by the City, will prov	, joint venture). I that I am authoriz ride, within 3 wor	hereby certify that the red to sign on behalf o king days of receipt o	
Signatu	ure of Authorized Individual:				
Printed	Name:				
	Title:		Date:		

YOU MUST RETURN THIS FORM <u>WITH</u> YOUR OFFER

PART 6 DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this day of, 20 by and			
between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to			
as the "City"), and, hereinafter referred to as the "Contractor"), a, whose address is			
Contractor), a, whose address is			
RECITALS			
WHEREAS , the City issued a Request For Proposals for the <u>Animal Welfare Department</u> , <u>P2013000001</u> , titled "<u>Management of Animal Licensing Program"</u> , which is Exhibit A to this Agreement; and			
WHEREAS, the Contractor submitted its proposal, dated, in response to P2013000001, which proposal is Exhibit B to this Agreement; and			
WHEREAS , the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.			
NOW, THEREFORE , in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:			
1. <u>Scope of Services</u> . The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:			
Manage and operate the City's animal licensing program in accordance with Albuquerque Animal Services Ordinance, Section 9-2-1 et seq. ROA 1994 (the "Ordinance"), or any successor ordinance, via mail, telephone, e-mail and internet by providing all labor, tools, transportation, supervision and supplies in accordance with Exhibit A as supplemented by Exhibit B.			
2. <u>Time of Performance</u> . Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within <u>two</u> years of the date of execution of this Agreement. This Agreement may be extended for up to <u>two</u> (2) additional one-year periods upon written agreement of the parties.			
3. <u>Compensation and Method of Payment.</u>			
A. <u>Compensation</u> . For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of			

performing such Services.

- **B.** Method of Payment. Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.
- C. <u>Appropriations</u>. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement 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 event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement 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.
- 4. <u>Independent Contractor</u>. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. <u>Personnel</u>.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- **B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- **6.** <u>Indemnity.</u> The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the

negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

- **7. Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the bonds and insurances required in Exhibit A, Section 1.23, have been obtained and the proper certificates (or policies) have been submitted to the City.
- **8.** <u>Discrimination Prohibited.</u> In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.
- **9. ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
- **10.** Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.
- **11.** Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
- **12.** Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
 - 13. Audits and Inspections. At any time during normal business hours and as often

as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

- 14. <u>Publication, Reproduction and Use of Material</u>. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- **15.** <u>Compliance with Laws</u>. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.
- **16.** Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- 17. <u>Assignability</u>. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.
- 18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- **19.** <u>Termination for Convenience of City</u>. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the

Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

- **20.** <u>Construction and Severability.</u> If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- **21. Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- **22. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.
- **24.** Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
- **25. Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE	CONTRACTOR:
Approved By:	
	By:
	Title:
Chief Administrative Officer	
Date:	Date:
	Director
Department	_
Date:	

APPENDIX A COST PROPOSAL FORMAT

Cost per one-year license	\$
Cost per one-year replacement tag	\$
Cost per multi-year license	\$
Cost per multi-year replacement tag	\$
Cost per late fee collected	\$
Estimated periodic billing to the City	\$
Estimated annual billing to the City	\$

APPENDIX B

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT					as
rincipal, hereinafter called the	Principal, and _				
orporation duly organized and				te of	
ereinafter called the Surety, are	e held and firml	ly bound unto the Cit	y of Albuquei	que, Nev	w Mexico, a
bligee, hereinafter called the C	City, in the sum	of			.h aum mall
ruly to be made, we bind ourse nd severally, firmly by these p	lves, our heirs,	executors, administra	ators, successo	ors and as	ssigns, joint
IEREAS, the Principal has sub	omitted the acco	ompanying Bid dated			,
, for Management of A	Animal Licens				
eof and is hereinafter referred	to as the Bid.				
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Copy of completed bid bond must be submitted with bid, original must be submitted to the Purchasing Office no later than 3 days after bid close.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT
as
Principal, hereinafter called the Contractor, and
, a
corporation duly organized and existing under and by virtue of the laws of the State of
and authorized to do business in the State of New Mexico, as Surety,
hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, a Obligee, hereinafter called the City, in the amount of
for the paymen
whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Contractor has submitted a Bid in response to Request for Bids, entitled Management
Animal Licensing Program, and shall by written agreement enter into a contract with the City describe
s follows:
, which
contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

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

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

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

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

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

City to the Contractor.

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

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

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

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

SIGNED AND SEALED this	day of, 20
ATTEST:	Contractor By:
Т	Citle:
ATTEST:	Surety By:
T	Citle:
	to this Bond shall be sent to the following mailing address: