

CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2010-063-TC
TITLE: POLYELECTROLYTE SLUDGE DEWATERING POLYMER
OPENING DATE: NOVEMBER 25, 2009 (1:30 PM)

The City Clerk of the City of Albuquerque will receive sealed offers for the goods or services described in this request at:

Via United States Postal Service:

OFFICE OF THE CITY CLERK
CITY OF ALBUQUERQUE
POST OFFICE BOX 1293
ALBUQUERQUE, NEW MEXICO 87103

Hand Deliver, Air Mail, UPS, FedEx, etc.:

OFFICE OF THE CITY CLERK
CITY OF ALBUQUERQUE
ONE CIVIC PLAZA
basement level, room 2041
ALBUQUERQUE, NEW MEXICO 87102

Note: Use of the mail or any delivery service is at your own risk.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM NOVEMBER 25, 2009

The time and date offers are due shall be strictly observed.

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GENERAL INFORMATION AND REQUIREMENTS

Offers will be opened promptly after the 1:30 PM due time at:

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

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 PAGE 3.

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.
- _____ PREFERENCE CERTIFICATION FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- _____ LICENSES AND CERTIFICATIONS
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.

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OFFEROR COMPLIANCE FORM

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FOR FURTHER INFORMATION
CALL THOMAS COURTIN
AT (505)768-3504

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT: DESTINATION
WATER RECLAMATION PLANT
JOEY NOGALES

4201 SECOND ST., SW
ALBUQUERQUE, NM 87105

REQUISITION NUMBER(S):

BID BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND AMOUNT: \$0.00

PERFORM BOND PERCENT: 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: _____%

PREFERENCES MAY BE AVAILABLE FOR THIS BID. PLEASE SEE ATTACHMENTS.

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

SIGNATURE: _____ DATE: ____/____/____

NAME: _____ TITLE: _____
(PRINT OR TYPE)

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.

TO ACCESS FORMS VISIT WWW.CABQ.GOV/VENDOR

THIS BID IS ISSUED ON BEHALF OF THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY BY THE CITY OF ALBUQUERQUE. ALL REFERENCES TO THE CITY OF ALBUQUERQUE IN THIS BID AND RELATED DOCUMENTS SHALL BE CONSTRUED TO APPLY EQUALLY TO THE AUTHORITY.

IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:

**POLYELECTROLYTE SLUDGE DEWATERING AID
 (POLYMER)**

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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	1	3,000.00 LB ESTIMATED	POLYELECTROLYTE SLUDGE DEWATERING AID (POLYMER) PER ATTACHED SPECIFICATIONS		
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THE ESTIMATED YEARLY USAGE IS 180,000 TONS BASED UPON HISTORICAL OPERATIONS. THE ACTUAL QUANTITY OF POLYMER ORDERED MAY VARY.

THE WATER AUTHORITY WILL POLYMER IN 1,500 POUND SUPERSACKS.

THE UNIT PRICE (1 LB BASED UPON A PER DRY POUND BASIS) SHALL INCLUDE SHIPPING, DELIVERY, HANDLING, AND ANY APPLICABLE TAXES.

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

TECHNICAL SPECIFICATION FOR POLYELECTROLYTE

Sludge Dewatering Aid

1.0 GENERAL

- 1.1 The purpose of this specification is to describe contractual terms, evaluation procedures, and minimum, performance criteria for purchase of polyelectrolyte sludge dewatering aide (polymer) to be used in the centrifuge dewatering of anaerobically digested Municipal sludge at the Albuquerque Bernalillo County Water Utility Authority's (Water Authority) Southside Water Reclamation Plant (SWRP).
- 1.2 The estimated quantity of sludge to be processed during the twenty-four month contract term is estimated at 30,000 tons weight basis. These quantities are not guaranteed, however, as they are based on historical operations and the best information available.

2.0 TERM OF CONTRACT AND RENEWAL CONDITIONS

- 2.1 The initial term of the polymer contract is twenty-four months. The Water Authority reserves the right during the twenty-four month period to purchase small quantities of other dewatering aids for evaluation purposes. If evaluations of other products reveal the product selected per this bid should continue to be used, the contract may be renewed for an additional twelve months, at the Water Authority's option, and at no change in unit cost.
- 2.2 The contract will be bid at a fixed unit price and shall be effective for twenty-four months from the date the contract is awarded. The unit price will include all handling, shipping, and delivery costs for that twenty-four month period. If the contract is renewed for an additional twelve months, the Supplier will be allowed extra-shipping costs incurred during the subsequent twelve month period. The extra cost allowed will only be as completely documented by the Supplier and approved by the Water Authority. The difference from that average price and the documented cost to ship the subsequent twelve months will be allowed as extra payment. Increases in cost for petroleum products required to manufacture polymer may be passed on to the Water Authority. Documentation by the supplier will be required and approved by the Water Authority. Reductions in shipping or petroleum products for manufacture will also be documented and reflect as a discount in price. Vendor will be expected to notify the Water Authority of any increases or decreases in shipping or manufacture biannually.
- 2.3 Continued use of the polymer selected per this bid is contingent upon continued performance in compliance with the minimum specifications outlined herein and in accordance with the bid award and initial performance test results. If for any reason performance of this product degrades, the Water Authority reserves the right to cancel this contract. However, the polymer supplier will receive notification not less than two weeks prior to contract cancellation, and will have the opportunity to troubleshoot and make suggestions regarding obtaining satisfactory performance.
- 2.4 The Water Authority will make reasonable efforts to comply with the supplier's suggestions, but reserves the right to make the ultimate determination about product effectiveness and contract cancellation, if required. Contract cancellation will be effected two weeks from the date of written notice unless the Water Authority withdraws the cancellation notice.

3.0 PROCESS DESCRIPTION

3.1 The polymer batching system consists of a dry polymer feed system. A 1,500 lb. bag of dry polymer is suspended over a hopper where the dry polymer is then introduced to a jet wet system (via screw feeder) regulated by an injection and water pressure unit, Murphy Switch Gage, Model OPLC-A-100, manufactured by Frank W. Murphy MFR., Tulsa, OK. Dry polymer is fed into one of two 6,000-gallon stock solution-batching tanks equipped with a Lightning impeller mixer, Model XJQ350. The stock solution is transferred to the centrifuge using progressive cavity pumps driven by variable speed drives. Polymer flow rate, hence pump drive speed, is calibrated to a sludge feed flow rate. The stock solution may be further diluted prior to discharging to the centrifuges. One pump is supplied for each centrifuge unit. The Water Authority operates three horizontal, solid bowls, continuous feed type centrifuge sludge dewatering units that are equipped with internally mounted scroll type conveyors, Model DS-706 manufactured by Alfa Laval (SHARPLES) Separation Inc.

4.0 POLYELECTROLYTE

- 4.1 Polyelectrolyte (polymer) provided shall be a commercially available dry polymer, either crystalline or microbead type, specifically designed and recommended for conditioning anaerobically digested sludge prior to its dewatering by centrifugation. The polymer supplied shall be a 100% active product and shall be completely compatible with the existing storage and feed equipment. Products requiring additional or modified storage and feed equipment will not be used.
- 4.2 Products shall be proven to minimize the formation of struvite in process streams. The SWRP has experienced some problems with the formation of this by-product in the centrifuges and centrate discharge stream. Polymers that facilitate the formation of struvite or create an environment that does so shall be rejected. Bidder shall submit a statement to this effect with his bid. Failure to do so shall be grounds for disqualification of bid.
- 4.3 Minimum product storage life shall be 1 year for dry product: 3 days for 0.25% solution.
- 4.4 The dry polymer shall be supplied directly by a manufacturer or a manufacturer's official representative regularly engaged in the, production and/or supply of this type of product. The bidder is required to demonstrate to the Water Authority that the product they are proposing has a successful application record at other similar facilities in the United States. The bidder is required to provide the name and a point of contact of two or more references that can report on the successful use of this product, under identical conditions. Failure to do so shall be grounds for disqualification of the bid.
- 4.5 All bidders are required to make a pre-bid site visit and conduct testing with plant sludge to assure themselves that they can meet or exceed all requirements for delivery and application. Failure to make a pre-bid site visit and conduct testing shall be grounds for disqualification of bid.

5.0 BID OFFER

- 5.1 Unit price shall be on a per dry pound basis of polyelectrolyte delivered to the Southside Water Reclamation Plant.
- 5.2 Bid award shall be subject to performance evaluation and verification as described in these specifications.

6.0 BID EVALUATION PROCEDURE

- 6.1 It shall be the polymer supplier's responsibility to propose a polymer that will meet the minimum performance criteria stated. Award of contract for the twenty-four month polymer supply will be on the basis of the lowest price bid per dry ton of sludge cake resulting after polymer application. Performance stated on bid shall be demonstrated at the SWRP prior to award of the contract and shall be in compliance with the minimum criteria specified herein.

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- 6.2 The Dewatering Facility centrifuges shall be operated under representative normal conditions and the effectiveness of the bid polymer shall be evaluated over a period of one week. The unthickened anaerobically digested sludge fed to the Dewatering Facility will vary in solids concentration depending on actual operating conditions between 1.3% and 2.5% solids, 55% to 60% volatile. Sludge temperatures vary between 65°F and 95°F, depending on time of year and operating conditions. Sludge feed rate to the centrifuges will vary between 150 and 400 gpm/unit. Test results will be based on composite daily samples. No samples will be taken during the first hour after start up. The solids concentration of the dewatered sludge cake must average 19% total solids with a minimum solids capture rate of 95% for the test week. The centrifuge shall satisfactorily perform within the stated parameters at a maximum polymer usage of ten pounds of polymer, (active solids dry weight) per ton of dry processed sludge. Product sludge concentration achieved through high polymer dosages shall not be considered for award of bid.
- 6.3 Upon notification by the Water Authority, the apparent lowest bidder shall deliver enough polymer for a five-day test run with ten days of notification and issuance of a purchase order. The 1,500-pound bags of polymer shall be of the same content and type as identified on the bid data sheet. The Water Authority will evaluate the polymer performance per the criteria stated above. The polymer manufacturer shall provide the full time services of an experienced representative to monitor the product evaluation. The evaluation, however, will be performed over the one-week period stated above under the supervision and operation of the Water Authority's personnel.
- 6.4 If, during testing period, all minimum performance criteria are met by the lowest bidder, the Water Authority shall pay for up to 2 - 1,500 lb. bags of polymer at the bulk price quoted. However, if the polymer does not meet the performance criteria, the bid shall be considered non-responsive, automatically rejected, and no payment shall be made to the bidder. A new purchase order will be issued to the second lowest bidder and the evaluation procedure will be repeated.
- 6.5 The described sequence shall be repeated until a bidder is found who satisfactorily meets the criteria specified herein.
- 6.6 The Water Authority reserves the right to make minor adjustments to the bid evaluation procedure when to do so is not prejudicial against any bidder and is likely to result in enhanced economy of operation. For example, if a product is bid which must be applied at a rate greater than 10 pounds (active solids dry weight) of polymer per ton of dry processed sludge, but which cost much less per pound of polymer. such a bid would be considered, paragraph 6.2 notwithstanding.

7.0 DELIVERY CONDITIONS

- 7.1 Upon verification of performance, the contract shall be awarded to the lowest bidder meeting all performance criteria. Polymer deliveries will be made in 10,000 lbs. to 40,000 lb. lots, F.O.B. destination. The Water Authority shall assist the polymer supplier in transferring the polymer from the delivery vehicle to the Dewatering Facility's off loading area, located at the Southside Water Reclamation Plant, 4201 Second Street SW, Albuquerque, New Mexico.
- 7.2 Delivery shall be made between the hours of 7:30 AM to 1:00 PM, Monday through Friday excluding holidays. The Water Authority will refuse payment of any standby or delivery charges. The net polymer delivery weight will be used for payment purposes. Certified pallet net and gross weights shall be supplied to the Water Authority with each delivery. Failure to do so shall be grounds for rejection of delivery and cancellation of the contract. The number of loaded pallets times the certified net weight per pallet shall be used to determine the net weight of the product delivered. The supplier shall provide a detailed description of the method of determining certified net pallet weight with his bid.

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7.3 The Watery Authority reserves the right to verify certified delivery weights and compliance with technical specifications. If delivered weights or other product characteristics do not comply with certified weights and contract specifications, the Water Authority reserves the right to adjust payments accordingly and cancel the contract.

8.0 SUBMITTAL OF DATA

8.1 Using the forms attached, the following data shall be submitted in order for the bid to receive any consideration for the award of the contract:

(A) At least two references of individuals responsible for successful identical applications shall be supplied with this bid proposal. The references shall include the name and telephone number of a person or persons. Lack of references or the submittal of unsatisfactory reference statements will result in disqualification of the bid. References shall be notified in advance by the polymer bidder that the Albuquerque Bernalillo County Water Utility Authority of Albuquerque will contact them.

(B) The active content of the polymer shall be stated: Products with active components less than 100% shall be disqualified at the discretion of the Water Authority of Albuquerque.

9.0 PAYMENT

9.1 Payment for polymer deliveries shall normally be made within three weeks of receipt of the invoice.

9.2 Payment for a polymer delivery will be calculated based on the weight of the polymer delivered as follows:

$$\text{Payment} = \frac{\text{Bid Unit Price} \times \text{Weight Delivered}^*}{\text{lb. (dry)}}$$

*Net weight per pallet x number of pallets delivered

10. CONTACT

Suppliers having questions regarding these specifications or to set up an appointment for bench testing should contact:

Joey Nogales, Operations Superintendent
Southside Water Reclamation Plant
4201 Second Street SW
Albuquerque NM 87105
(505) 873-6913

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BID SHEET
(TO BE FILLED OUT BY POLYMER SUPPLIER)

Polymer Supplier _____

Polymer Type _____

Polymer Trade Name _____

Minimum Active Solids, _____

Maximum Inert Solids, _____

Molecular Weight Range _____

Molecular Structure _____

Bulk Density Range _____

Viscosity' Range, 0.25% Sol. @ 25 C _____

Price Per Dry Pound Polymer _____

Anticipated Price Per Dry on Sludge
Based On _____ Dry Lbs. Polymer/
Dry Ton Sludge _____

Total Bid Price For Polymer At
Est. 30,000 Dry Tons Sludge/2Years* _____

Minimum Storage Life:
Dry polymer _____

0.5% solution _____

0.25% _____

0.1 _____

Certified Net and Gross Delivered Weights
Certification Agency _____

Method of Certification _____

*Evaluation Criterion _____

REFERENCES

Municipality/User _____

Contact Person _____

Phone Number _____

Municipality/User _____

Contact Person _____

Phone Number _____

**ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY OF
ALBUQUERQUE**

Purchasing Division

CERTIFICATE OF SITE INSPECTION

This certificate pertains to Request for Bid Number _____ and 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 related to the requirements contained within this Request and the inspection was conducted at the location of the Southside Water Reclamation Plant, 4201 Second Street SW, Albuquerque, New Mexico 87105.

VENDOR: VERIFICATION BY ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY EMPLOYEE:

Type/Print Name

Type/Print Name

Signature

Signature

Date of Site Inspection

Date of Verification

ARRANGEMENTS FOR SITE INSPECTION

To make arrangements for the site inspection, vendors are to call: Joey Nogales, Operations Superintendent at (505) 873-6913.

**FAILURE TO RETURN THIS FORM, COMPLETED AND SIGNED, WITH YOUR BID
MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.**

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SUPPLEMENTAL TERMS AND CONDITIONS
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SUPPLEMENTAL TERMS AND CONDITIONS:

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

AWARD OF CONTRACT - LOW. RESP. OFF. - OPEN END:

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

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR UP TO TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

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

ESTIMATED QUANTITIES, NOT AN ORDER:

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

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FREIGHT, AS INDICATED:

F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

GUARANTEED PERFORMANCE:

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

INSPECTION OF MATERIALS:

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

LAWS AND REGULATIONS:

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

MANUFACTURER'S INFORMATION:

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

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INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE CITY FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE CONTRACTOR SHALL FURNISH TO THE CITY A CERTIFICATE OR CERTIFICATES IN FORM SATISFACTORY TO THE CITY SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO:

THE RISK MANAGER
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES
CITY OF ALBUQUERQUE
P.O. BOX 470
ALBUQUERQUE, NEW MEXICO 87103

BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES. **WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION, THE CITY SHALL BE NAMED AN ADDITIONAL INSURED.** ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

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

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

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

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

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

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

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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.

WORKING CONDITIONS:

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

CITY OF ALBUQUERQUE

GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

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

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

3. **Preparation of Offer:**

- A. **Submission:** All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.
- B. **Preparation Method:** All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.
- C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.
- E. **Payment Terms:** The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice is received in the City's Accounts Payable Office.

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

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

The Offeror agrees that the items of tangible personal property, services or construction furnished under any Contract resulting from this Request shall be covered by the most favorable commercial warranties the Offeror gives to any

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

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Offeror Comments Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Contractor 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 Contractor's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Contractor, the agents, employees or subcontractors of the Contractor or the agents or employees of any subcontractor of the Contractor. 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 Contractor shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).

- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.
 - P. **Licenses and Certifications:** The Offeror must provide proof in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.
4. **Debarment or Ineligibility Compliance:** By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.
5. **Ethical Conduct:** By submitting its offer in response to this Request, the Offeror certifies that:
- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;
 - B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
 - C. It has not taken any action in restraint of free competitive bidding in connection with this Request;
 - D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and
 - E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.
6. **Requests for Explanations by Offerors:**
- A. **Requests for Explanation:** Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days before the offer opening date.
 - B. **Responses to Requests:** Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.
7. **Addenda:**

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

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer. Failure to do so may result in disqualification of the offer.

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

8. **Clarification of Offers:**

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

9. **Submission of Offer:**

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

B. **Hand Carried:** Offers may be hand carried to the City Clerk's Office on the basement level of the Albuquerque/Bernalillo County Government Center, One Civic Plaza, Albuquerque, New Mexico.

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

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

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

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

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

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

10. **Civil Rights Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human

Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies and practices set forth in the City's Affirmative Action Plan. Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

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

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

12. **Withdrawal of Offers:**

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

13. **Opening of Offers:**

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

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected. In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

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

- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.
 - H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.
 - I. Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.
 - J. The City determines that an offer contains any misrepresentations whatsoever.
15. **Rejection/Cancellation of Offers:**
- Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.
16. **Minor or Technical Irregularities:**
- Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity, may be waived and clerical errors in an offer may be corrected if permitted by the Purchasing Officer and are in the best interest of the City.
17. **Nonconforming/Conditional, or Counter Offers:**
- An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.
18. **Offer Analysis:**
- The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.
19. **Award of Contract:**
- A. ***When Award Occurs:*** The award of a contract occurs when a Purchase Order is issued or another written contractual commitment of acceptance by the City Purchasing Officer is provided to the successful Offeror. A Recommendation of Award or Letter of Intent does not constitute award of contract.
 - B. ***Award:*** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.
 - C. ***Basis of Award:*** The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.
 - D. ***Increase of Quantities:*** The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within

a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.

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

If one or more preferences apply, the Offeror must complete the Preference Certification Form in accordance with the Form Instructions and return the Preference Certification Form with its offer to be considered. The Form and its Instructions contain information regarding the application of the preferences pursuant to the Public Purchases Ordinance. For additional information contact the City's Purchasing Division at (505) 768-3320.

- I. **Additions/Deletions of Items:** The City reserves the right to add ancillary items/services or delete items/services specified in the Contract as requirements change during the term of the agreement. Items may only be added or deleted by written approval from the Purchasing Officer or designee.

Prices and/or discounts for additional items/services will be mutually agreed to by the City of Albuquerque and the Contractor either;

- 1) Under the price structure of the bid to include price margin above Contractor cost; or
- 2) By quotation from Contractor in which the City reserves the right to solicit comparable quotes within the market to validate pricing to be competitive; or
- 3) As otherwise determined by the Purchasing Officer.

An amended Contract (Purchase Order) will be issued for each addition or deletion, prior to change taking effect.

The City reserves the right to award these ancillary items to the primary Contract vendor, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

- J. **Price Escalation:** A request for escalation of Contract pricing may be made under the following conditions:
- 1) Offered prices must be firm for a least ninety (90) calendar days after written notification of a Contract.
 - 2) The Contractor shall provide written notice to the City of any requested price increases.
 - 3) All requests for price increases shall be accompanied by:
 - a. a letter from the Contractor's supplier certifying the price increase to the Contractor; or
 - b. evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
 - 4) All revisions to Contract pricing shall become effective when they are approved by the City.
 - 5) As provided in Section 25, Audits and Inspections below, all supplier invoices for the offered items shall be subject to auditing by the City and furnished without delay upon request.
 - 6) The City reserves the right to cancel a Contract and solicit a new contract if a requested price escalation is unacceptable to the City. Cancellation of the Contract shall not affect any outstanding orders.
 - 7) All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after approval by the City.
 - 8) Contractor shall notify the City within five (5) working days of subsequent price de-escalations from its supplier or cost reductions in areas where pricing increases were previously implemented. The Contractor will reduce its pricing to the City immediately to pass on such de-escalations and reductions unless otherwise agreed by the parties.
 - 9) The City reserves the right to approve pricing increases requested by the Contractor other than those described in this subsection J, if in the best interest of the City.
 - 10) All approvals required by this subsection J must be in writing by the City Purchasing Officer.
- K. **Other Public Governmental Agencies:** (hereinafter, OPGA), with mutual agreement of awarded vendor, may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated.
- 1) Extension of use of the City of Albuquerque procurement or contract shall in no way impede on the vendors ability to fulfill the pricing, terms and conditions of the originating agreement with the City.
 - 2) It shall be the responsibility of the vendor to verify whether the purchasing entity is a legitimate entity in which to extend this option or whether it is a legal option for that entity under their applicable laws, rules and regulations.

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

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in

which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]

21. **Protest Process:**

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

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

Envelope should also clearly indicate "PROTEST" and the solicitation number.

- G. ***Purchasing Officer Action:*** The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.

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

- A. ***No Delivery before Purchase Order is Issued:*** No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal

property, commence services or construction prior to the issuance of a Purchase Order or other notice to proceed issued by the City Purchasing Division.

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

23. **Inspections:**

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

24. **Invoices and Payments:**

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to:

Accounting Division (Accounts Payable),
City of Albuquerque
P.O. Box 1985
Albuquerque, New Mexico 87103.

Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

25. **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 the contract resulting from this RFB. 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 said contract. 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.

26. **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.

27. **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.

28. **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.

Revised: 08/18/2008

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

RFB NO: RFB2010-063-TC

Business Name:

Principal Office:

Street Address

State

Zip code

Place of Business:

Street Address

State

Zip code



If your Principal Office and Place of Business are in the Greater Albuquerque Metropolitan Area (see definitions in Instructions attached), please provide the following information:

Average Number of Full-time Employees over the Prior Calendar Year: SELECT ONE

- 0 – 19 employees.
- 20 employees or more.



If applicable, insert State of New Mexico Resident Business or Resident Manufacturer Certification Number: _____

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 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual:

Printed Name:

Title: _____

Date: _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

**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 20 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.

6. 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.