

AUGUST 02, 2006
ADDENDA NUMBER: 2
BID NUMBER: RFB2007-007-WR
TITLE: ELECTRICAL CONTRACTOR SERVICES

RFB OPENING DATE: 08/09/06

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISION TO THE ORIGINAL RFB REQUIREMENTS:

1. THE ATTACHED NM WAGE DECISION "BE 06-0909B (FROM THE NM DEPT. OF LABOR) IS TO BE INCLUDED WITH THE RFB REQUIREMENTS (REF ADDITIONAL REQUIREMENTS FOR GROUP1 ONLY , PARA #1, PAGE 11).

ALL ADDITIONAL TERMS, CONDITIONS AND SPECIFICATIONS OF THE ORIGINAL RFB DOCUMENT AND ADDENDUM #1 ARE TO REMAIN UNCHANGED,

YOUR COMPANY MUST RETURN VERIFICATION OF THIS ADDENDUM WITH YOUR RFB RESPONSE VIA A LETTER OR A SIGNED COPY OF THIS FORM. FAILURE TO DO SO MAY RESULT IN YOUR RFB RESPONSE BEING CONSIDERED NON-RESPONSIBLE.

_____ ACKNOWLEDGED AND RETURNED: WITH BID: _____ BY LETTER: _____

SIGNATURE PRINTED NAME TITLE COMPANY

BILL RICHARDSON
GOVERNOR

CONROY CHINO
SECRETARY

JAMES L. MORAN
DIRECTOR



New Mexico Department of Labor
Labor and Industrial Division

1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505
Director's Office - (505) 827-6875
Public Works Bureau - (505) 827-6837 / 827-6897
Wage and Hour Bureau - (505) 827-6835 / 827-6898
Student Labor - (505) 827-6830
Fax# - (505) 827-1664

☐ P.O. Box 1708, Las Cruces, NM 88004-1708
Wage and Hour Bureau - (505) 524-6195
Fax# - (505) 524-6194

☐ P.O. Box NN, Carlsbad, NM 88221-7537
Wage and Hour Bureau - (505) 885-5072
Fax# - (505) 885-9748

☐ 501 Mountain Rd., NE, Albuquerque, NM 87102
Wage and Hour Bureau - (505) 841-8983
Fax# - (505) 841-9317

☐ 501 Mountain Rd., NE, Albuquerque, NM 87102
Apprenticeship - (505) 841-8989
Fax# - (505) 841-8739

July 25, 2006

Dear General Contractor/Subcontractor(s)/Tier(s):

The previous wage decision number assigned to this project (BE 05-0945 B) has been superseded by (BE 06-0909 B). Therefore, the previous number is no longer valid.

DO NOT use the previous number on any documents (i.e., Statement(s) of Intent To Pay Prevailing Wages, Affidavit(s) of Wages Paid, certified payrolls, etc.). Also, the previous wage scale assigned to this project is no longer valid. Please use the wage scale included in this packet to pay all employees on this project.

If you have any questions, please feel free to contact me at 505.827.6837.

Sincerely,

Annette Y. Reynolds, Acting Bureau Chief
Public Works Bureau

Encl.: a/s

BILL RICHARDSON
GOVERNOR

CONROY CHINO
SECRETARY

JAMES L. MORAN
DIRECTOR



New Mexico Department of Labor
Labor and Industrial Division

July 24, 2006

1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505
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Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

NOTE: All general contractors/subcontractors/ tiers bidding more than \$50,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at www.dol.state.nm.us, click on Public Works for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS:** IF BIDS ARE NOT OPENED BY 12/31/06, NEW WAGE RATES **MAY** BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-827-6837.

Weekly certified payrolls are required on all public works projects. All certified payrolls must be submitted to the general contractor and/or the owner/contracting agency (if the owner/contracting agency requires them). The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do not submit any certified payrolls to our office unless our office requests them.

NM Apprenticeship and Training fund payments are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office. Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution does apply for the work under the type construction with contribution rates. Failure to pay apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties.

If you have any questions, please feel free to contact me.

Sincerely,


Annette Y. Reynolds, Acting Bureau Chief
Public Works Bureau

"AN EQUAL OPPORTUNITY EMPLOYER"

BILL RICHARDSON
GOVERNOR



CONROY CHINO
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF LABOR
401 Broadway, NE
PO Box 1923
Albuquerque, NM 87103
(505) 341-3409 / FAX (505) 341-3491

STEVE GALLEGOS
DEPUTY SECRETARY

April 11, 2005

TO ALL PUBLIC WORKS CONSTRUCTION CONTRACTORS:

Please be advised that Governor Richardson has signed Representative Harriet Ruiz' HB442. This bill has an effective date of July 1, 2005 and contains several points of interest for construction contractors performing work on public works projects beginning after that date. Some of the changes are:

1. The threshold increases to \$60,000 from \$20,000 to decide if a project is covered by the Public Works Minimum Wage Act.
2. The director of the labor and industrial division may issue subpoenas for the production of documents or witnesses pertaining to public works projects.
3. The director of the labor and industrial division may attach and prohibit the release of any assurance of payment until satisfactory resolution of a probable cause of a violation of the Public Works Minimum Wage Act.
4. Liquidated damages, payable to affected employees through the labor and industrial division, were increased from \$10.00 to \$100.00 for each calendar day of willful violation.
5. In addition to the above, an adversely affected employee shall have a private right of action for damages, attorney fees, and reasonable costs against a non-compliant contractor/employer.

This is not a complete review of all changes. Please link to:
<http://legis.state.nm.us/Sessions/05%20Regular/final/HB0442.pdf>
for the final version of this amended law.

Bruce Bachelor

New Mexico Department of Labor, Public Works Bureau

Call/email Annette Reynolds - (505)827-6837/areynolds@state.nm.us for questions.

Contracting Agency/Owner	County:	Decision Date:	Decision No.:
City of Albuquerque - Purch. Div. for Various City Depts.	Bernalillo	7/24/2006	BE-06-0909B (Supersedes BE-05-945B)
		EXPIRES FOR BIDS	
		12/31/2006	
Type of Construction: B			
Description of Work: City-Wide Electrical Contractor Services - Albq. A 24-mo. period for repair/or modify existing electrical equipment on an as-needed basis for various departments within Albuquerque.			
REMINDER To Those Preparing BID Documents: If bids are not opened by 12/31/06, a NEW wage decision may be required. Call the Public Works Bureau at (505) 827-6837 to check status of new wage rates.			

The General/Prime Contractor selected for this project MUST submit a completed Notification of Award (NOA) & Statement of Intent to Pay Prevailing Wages before any work is started. Sub-contractors (& 2nd/3rd Tier Contractors) MUST also submit Statements through their General/Prime before they start work. The General/Prime is responsible for listing all sub-contractors with the NOA or any time the list changes.

The office that conducts the bid process MUST forward this entire wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor MUST post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers MUST be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project that has a bid opening date before December 31, 2006.

Type "B" - General Building - Effective June 22, 2006

Trade Classification	Base Rate	Fringe Rate	Apprenticeship Contribution Rate	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	23.87	8.43	\$0.20	
Boilermarker	18.00	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	20.80	5.10	\$0.64	
Carpenter/Lather	20.46	5.61	\$0.35	
Cement Mason	15.95	3.02	\$0.20	
Electricians				
Outside Classifications				
Groundman	21.14	8.29	\$0.25	
Equipment Operator	23.96	8.29	\$0.25	
Lineman/Tech	24.55	8.29	\$0.25	
Cable Splicer	25.73	8.29	\$0.25	
Inside Classifications				
Wireman/Technician	25.20	8.56	\$0.25	Refer to Note 1
Cable Splicer	26.93	8.56	\$0.25	
Sound Classifications				
Installer	23.05	8.56	\$0.25	
Technician	24.60	8.56	\$0.25	
Soundman	26.67	8.56	\$0.25	
Elevator Constructor	28.30	12.96	\$1.42	
Elevator Constructor Helper	16.03	0.36	\$0.09	
Glazier	20.15	4.03	\$0.35	
Ironworker	19.75	8.45	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	15.85	1.79	\$0.35	
Paper Hanger	17.65	1.19	\$0.00	
Drywall Finisher/Taper	19.30	4.03	\$0.35	
Plasterer	17.65	5.27	\$0.26	
Plumber/Pipefitter	24.72	7.95	\$0.31	Refer to Note 3
Roofer	11.10	0.50	\$0.00	
Sheetmetal Worker	23.84	10.37	\$0.54	Refer to Note 4
Soft Floor Layer (carpet, asphalt tile or linoleum)	18.03	4.28	\$0.30	
Sprinkler Fitter	20.00	4.16	\$0.15	
Tile Setter	14.30	1.02	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	

Type "B" - General Building - Effective June 22, 2006

Trade Classification	Base Rate	Fringe Rate	Apprenticeship Contribution Rate	Subsistence & Incentive Rates
Laborers				
Group I	12.91	3.56	\$0.25	
Group II	13.48	3.56	\$0.25	
Group III	13.78	3.56	\$0.25	
Group IV	13.88	3.56	\$0.25	
Group V	14.08	3.56	\$0.25	
Group VI	14.23	3.56	\$0.25	
Operators				
Group I	19.62	4.60	\$0.35	
Group II	20.66	4.60	\$0.35	
Group III	20.74	4.60	\$0.35	
Group IV	20.80	4.60	\$0.35	
Group V	20.86	4.60	\$0.35	
Group VI	20.96	4.60	\$0.35	
Group VII	21.06	4.60	\$0.35	
Group VIII	22.14	4.60	\$0.35	
Truck Drivers				
Group I	14.26	3.31	\$0.35	
Group II	14.38	3.31	\$0.35	
Group III	14.46	3.31	\$0.35	
Group IV	14.58	3.31	\$0.35	
Group V	14.63	3.31	\$0.35	
Group VI	14.73	3.31	\$0.35	
Group VII	14.83	3.31	\$0.35	
Group VIII	14.97	3.31	\$0.35	
Group IX	15.12	3.31	\$0.35	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$3.78/hr. subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be a non-subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus

**LABORER CLASSIFICATION GROUPS
TYPE "B" & "C" CONSTRUCTION
PAGE 1**

GROUP I:

Watchmen.

GROUP II - (Unskilled):

Building & Common Laborers; Carpenter Tenders; Concrete Workers; Stakedrivers; Concrete Buggy Operator (hand); Flagmen; Soil Sample Tester.

GROUP III - (Semi-skilled):

Air & Power Tool Operator (not a carpenter's tool); Asbestos Remover; Asphalt Heaterman; Asphalt Jointman; Ashp. Raker; Batching Plant Scaleman; Chain Sawman; Concrete Touch-Up Man; Concrete Sawman - Coring Machine; Curbing Machine Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Gunite Reboundmen; Rod & Chainmen; Concrete Power Buggy Operator; Powderman or Blaster Helper; Sandblaster (Pot Men); Nozzlemen; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Wagon Core & Diamond Drillers' Tenders (outside); Window Washers; Fog Machine Operator; Nurseryman-Gardener; Multi-Plate Setter; Concrete Burner; Cement Mason Tenders; Hodcarriers; Mortar Mixers; Plaster Spreader Operator; Plaster Tenders; Gunite Nozzleman; Pipelayer; Pumpcrete Nozzleman; Manhole Builder; Roadway Hardware Worker.

GROUP IV:

Wagon, Core, Diamond Drillers.

GROUP V - (Miscellaneous):

Landscaper; Traffic Control Technician; Laboratory Technician

GROUP VI:

Powderman and Blasters.

EQUIPMENT OPERATOR CLASSIFICATION GROUPS
PAGE 2

GROUP I:

Fireman; Oiler; Helpers; Mechanic, Welder, Grease Truck; Screedman; Scale Operator (such as Bin-a-Batch); Rubber Tire Farm-type Tractor; Tractors (under 50 HP w/o attachments); Brakeman; Concrete Paving Curing Machine (bridge-type).

GROUP II:

Rollers; Sheepsfoot or Pneumatic Self-Propelled w/o dozer; Concrete Conveyor; Service Truck Operator (head oiler); Air Compressor (300 CFM & over); Pumps (6" & over); Screening Plants; Concrete Mixers (under 1 cy); Concrete Saw or Grinder-Span Type; Hoists (1 drum); Air Tugger; Elevating Belt-type Loaders; Fork-lift; Lumber Stacker; Tractor-Farm type (under 50 HP w/attachments); Motorman & Industrial Locomotive Operator; Winch Trucks; Front End Loader (under 2 cy); Power Plants which generate over 15 KW; Welding Machines.

GROUP III:

Bituminous Distributors; Boilers, Retort & Hot Oil Heaters; Concrete Mixers (1 cy & over); Concrete Paver (single drum); Drilling Equipment; Motor Graders (rough); Shaft & Tunnel Equipment; Refrigeration, Slusher, Jumbo Form; Trenching Machine (all types); Pumpcrete & Guniting Machine; Slipform Paver; Mechanic Bull-floats; Concrete Slab Spreading Machine; Concrete Slab Finish Machine; Asphalt Plants; Bitum. Finish Machine; Crushing Plants.

GROUP IV:

Front End Loader (2 - 10 cy); Rollers Steel Wheeled (all types); Bulldozers; Scrapers (motor or towed); Elevating Graders; Concrete Batching Plants; Self-propelled Rollers, (equipped w/ dozer); Twin-Bowl Scrapers & Quad 8 or 9 Pushers; Three Bowl Scrapers; Tractor (farm-type) w/hydraulic Backhoes.

GROUP V:

Concrete Paver (double drum); Cat Cranes; Hysters; Side & Swingboom Cats; Hoist (2 drum); Auto Fine Grader.

GROUP VI:

Mucking Machine (all types); Motor Grader-Finish.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS
PAGE 3**

GROUP VII:

Hydraulic Cranes (with less than 50' of boom - 20 tons & under); Steam Engineers; Loader (Front-end & over 10 cy); Concrete Pump (snorkel type); Mechanic Welder.

GROUP VIII:

All Shovel Type Equip.; Cranes; Draglines; Backhoes; Derricks; Guy & Stiff Leg; Pipemobile (#2 Oper.); Piledriver; Hydraulic Cranes (20 tons & over); Mine Hoist (belt loader CMI type); Cranes, Draglines (w/ booms & jib over 150'); Shovel (wheel type); Boring Machine (tunnel or shaft mmole); Pipemobile.

TRUCK DRIVER CLASSIFICATION GROUPS

GROUP I:

Pick-up ¼ ton & under; Service Station; Lubrication; Light Tire Repair or Washer; Swamper or Riding Helper; Teamster 2 or 4 up; Ambulance Driver.

GROUP II:

Bus or Taxi Driver; Dump or Batch Truck (under 8 cy WLC); Flatbed (bobtail) 2 ton & under; Mechanic & Welder Helper; Forklift (under 5 ton MRC).

GROUP III:

Dump Trucks (includes all highway & off-highway, 8 - 16 cy WLC); Water, Fuel or Oil Trucks (less than 3,000 gals.); Flatbed (bobtail) over 2 tons.

GROUP IV:

Distributor Driver; Heavy Tire Repair; Lumber Carrier Driver; Young Buggy or Similar Equipment; Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment; Scissor Truck; Bulk Cement Bobtail 2 or 3 Axles; Semi-Trailer Driver (flatbed or van single axle); Forklift (5 ton & over MRC); Field Equipment Serviceman.

GROUP V:

Dumpster & Dumpcrete Driver; Water, Fuel or Oil Truck (3,000 - 6,000 gals.); Lowboy, Light Equipment Driver; Euclid-type Tank Wagon (under 6,000 gals.).

TRUCK DRIVERS CONT'D
PAGE 4

GROUP VI:

Vacuum Truck; Dump Trucks (including all hwy. & off-hwy., 16 - 22 cy WLC).

GROUP VII:

Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck-type Spreader Box Driver; Slurry Truck Driver; Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck & "A" Frame; Dump Trucks (including all hwy. & off-hwy., 22 cy to 35 cy WLC); Head Field Equipment Serviceman.

TRUCK DRIVER CLASSIFICATION GROUPS

GROUP VIII:

Euclid Diesel Powered Turnarocker; Terra Cobra; DW 10; DW 20; Letourneau Pulls & Similar Diesel Powered Equipment; Lowboy Heavy Equip. Driver; Water, Fuel or Oil Trucks (6,000 gals. & over including Tank Wagon Drivers); Semi-Trailer Driver (flatbed or van tandems); Light Equipment Mechanic; Dump Trucks (including hwy. & off-hwy.) 35 cy WLC & over; Truck & Trailer or Semi-Trailer (flatbed); Eject All Driver.

GROUP IX:

Lowboy (heavy equip., double gooseneck); Heavy Equip. Mechanic; Welder (Body & Fender Man); Warehouseman; Material Checker-Cardexman; Expeditor.

BILL RICHARDSON
GOVERNOR

CONROY CHINO
SECRETARY

BRUCE BACHELOR
DIRECTOR



**New Mexico Department of Labor
Labor and Industrial Division**

NOTICE

"PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT"

"PLEASE NOTE THAT SECTION 13-4D-4.B. STATES"

"PUBLIC WORKS CONSTRUCTION PROJECTS, EXCEPT FOR STREET, HIGHWAY, BRIDGE, ROAD, UTILITY OR MAINTENANCE CONTRACTS WITH EMPLOYERS WHO ELECT NOT TO PARTICIPATE IN TRAINING, SHALL NOT BE CONSTRUCTED UNLESS AN EMPLOYER AGREES TO MAKE CONTRIBUTIONS TO APPROVED APPRENTICE AND TRAINING PROGRAMS IN NEW MEXICO IN WHICH THE EMPLOYER IS A PARTICIPANT OR THE PUBLIC WORKS APPRENTICE AND TRAINING FUND ADMINISTERED BY THE PUBLIC WORKS BUREAU OF THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT. CONTRIBUTIONS SHALL BE MADE IN THE SAME MANNER AND IN THE SAME AMOUNT AS APPRENTICE AND TRAINING CONTRIBUTIONS REQUIRED PURSUANT TO WAGE RATE DETERMINATIONS MADE BY THE DIRECTOR."

***NOTE: FOR A COPY OF THE ABOVE MENTIONED ACT, PLEASE CONTRACT OUR OFFICE AT: (505) 827-6837**

1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505
Director's Office - (505) 827-6875
Public Works Bureau - (505) 827-6837 / 827-6897
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Student Labor - (505) 827-6830
Fax# - (505) 827-1664

□ P.O. Box 1798, Los Cruces, NM 88904-1708
Wage and Hour Bureau - (505) 524-6195
Fax# - (505) 524-6194

□ P.O. Box NN, Carlsbad, NM 38221-7537
Wage and Hour Bureau - (505) 385-5072
Fax# - (505) 385-9748

□ 581 Mountain Rd., NE, Albuquerque, NM 87102
Wage and Hour Bureau - (505) 841-3983
Fax# - (505) 841-9317

□ 581 Mountain Rd., NE, Albuquerque, NM 87102
Apprenticeship - (505) 841-3989
Fax# - (505) 841-3739

(Payment is not required for Type "A" Projects – Street, Highway, Utility & Light Engineering)

Apprenticeship & Training Contribution Compliance Statement

For the Month of _____, 20____

(Circle One)

Contractor / Sub / 2nd. Tier Sub: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone _____

Project Name: _____ State Wage Dec.No. _____

(DO NOT submit payments on 100% federally-funded projects)

(SAMPLE ENTRY) Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt
LABORER	8/4	8/11	8/18	8/25	8/31	41	.20	8.20
Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt

PLEASE CHECK APPROPRIATE BLANK:

____ Paid to: PUBLIC WORKS APPRENTICESHIP & TRAINING FUND (Mail to P.O. BOX)

Check No. _____ Check Amt: _____

Payroll Clerk's (PRINT)

Name: _____

Signature: _____

Phone: _____

Forms due by 15th of each month on every public works project that has apprenticeship contribution on the wage decision. In accordance with the NM Apprenticeship & Training Act, payment is due for each journey person, even if your company has no apprentices.

(WE WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID)

Each wage decision needs a separate compliance statement, but only one check is needed for all statements.

(When paying to an approved program, complete section below & mail this form along with a copy of the check to the following address: Public Works Bureau, 1596 Pacheco St., #105, Santa Fe, NM 87505

____ Paid to: Name of Approved NM Apprenticeship Program

Address: _____ Phone: _____

Apprenticeship Program No.: _____
(If in doubt, call 222-4672)

Print Name of Certifying Official: _____ Phone: _____

Signature of Certifying Official: _____ Date: _____

APPRENTICESHIP CONTRIBUTION PROGRAM



The following are easy reminders regarding this program:

1. For "B", "C", & "H" Projects: Whenever you have any workers on the job **(even if you are not using apprentices)*, you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship Training Act. This applies to all contractors, subcontractors, 2nd. tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.*
2. If you have apprentices on the job, they must have a journeyman right along side with them. The ratio must be 1-1.
3. The Apprenticeship Contribution is not to be considered as part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office is to be used and you may make extra copies, but, *please do not redo or change the form in any manner.*
5. As noted on the Apprenticeship Compliance Statement, these forms are due to our office every 15th of every month for the length of the project. If no work was done for that month, send us a copy anyway letting us know there was no work.

New Mexico Department of Labor
Public Works Bureau - 1596 Pacheco St., #105, Santa Fe, NM 87505
(505) 827-6837/827-6839 (505) 827-1664 Fax

BILL RICHARDSON
GOVERNOR

CONROY CHINO
SECRETARY

BRUCE BACHELOR
DIRECTOR



**New Mexico Department of Labor
Labor and Industrial Division**

**Notice to All Public Works Contractors
PERTINENT INFORMATION
IN ACCORDANCE THE NM PUBLIC WORKS MINIMUM WAGE ACT**

1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505
Director's Office - (505) 827-6875
Public Works Bureau - (505) 827-6837 / 827-6897
Wage and Hour Bureau - (505) 827-6835 / 327-6898
Student Labor - (505) 827-6836
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Apprenticeship - (505) 841-8989
Fax# - (505) 841-8739

The Public Works Bureau insures compliance with the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the Notification of Award (NOA) and the Statement of Intent to Pay Prevailing Wages must be completed and sent back together to this office by the General Contractor. The NOA must also include the list of Subcontractors. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on and state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payments and payroll. Certified payrolls for all work in June must be sent to this office by July 31 for the annual wage survey.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A monthly apprenticeship contribution compliance form and check (either to this office or an approved apprenticeship program) is required. After a contractor completes work on a project, but before his final payment, an Affidavit of Wages Paid must be completed and sent to this office - through the General Contractor.

Each employee must receive the full base rate per hour for all hours worked in the job classification(s) he/she worked, regardless of the qualifications of license held. The only exception is for workers with a current certification in approved apprenticeship programs. He/she must also receive the full benefit of the fringe rate. It may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (e.g., an OSHA safety program). The third way of paying fringe benefits is to pay as a combination of cash and into approved programs. This office will sometimes ask for complete breakdowns of all payments to insure total compliance. For instance, we may need to see exactly how much a company paid into a pension plan or a health benefits plan for specific employees. We may also need to see exactly how much was paid into an approved apprenticeship program for specific people.

The minimum wage as shown on individual wage decisions must be paid. ... "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of ten dollars (\$10.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual, they must be resolved as soon as possible. Please call (505) 827-6837 or e-mail (Annette.Reynolds@state.nm.us).

Failure to comply could result in assessment of the penalty. Again, this bureau is tasked with keeping all contractors in compliance with the Act and we will work with you.

Annette Y. Reynolds
Annette Y. Reynolds, Acting Chief
Public Works Bureau

"AN EQUAL OPPORTUNITY EMPLOYER"

13-4-13.1. Public works contracts; registration of contractors and subcontractors.

A. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. All tiers of subcontractors shall be subject to the requirements of this subsection. Bidding documents issued or released by a state agency shall include notification that the contractor or subcontractor is required to register pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a contractor that does not provide proof of required registration for itself or its subcontractors.

C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

History: Laws 2004, ch. 89, § 1.

Effective dates. — Laws 2004, ch. 89 contains no effective date provision, but, pursuant to N.M. Const.,

art. IV, § 23, is effective May 19, 2004, 90 days after adjournment of the legislature.

13-4-14.1. Labor enforcement fund; creation; use.

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

History: Laws 2004, ch. 89, § 2.

Effective dates. — Laws 2004, ch. 89 contains no effective date provision, but, pursuant to N.M. Const.,

art. IV, § 23, is effective May 19, 2004, 90 days after adjournment of the legislature.

13-4-14.2. Registration cancellation, revocation, suspension; injunctive relief.

The director of the labor and industrial division of the labor department may:

A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and

B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

History: Laws 2004, ch. 89, § 3.

Effective dates. — Laws 2004, ch. 89 contains no effective date provision, but, pursuant to N.M. Const.,

art. IV, § 23, is effective May 19, 2004, 90 days after adjournment of the legislature.

6. When does overtime pay start? Overtime pay starts after 40 hours of work in a seven-day workweek for the same employer, regardless of how many projects the employee works on.
7. How is overtime pay computed? Overtime pay is 1.5 times the base pay with fringes added back. For example, if the base is \$12/hr and the fringe benefit is \$2/hr, the total over time rate is $12 \times 1.5 + 2$ or $18 + 2 = 20$.
8. If an employee works in more than one job classification, how is pay computed? The payroll must have a line entry for each job classification along with the hours worked in that classification and the appropriate rate of pay.
9. How can I file a wage claim? If you think your employer owes you more wages, you may file a wage claim at any DOL office. You should keep copies of pay stubs, a diary of when you worked, where and the work you did.
10. What does the term "at will State" mean? New Mexico is an "at will State" and the term means that an employer may hire and fire employees at will.

CHECK OUT THE DOL WEB SITE FOR VALUABLE INFORMATION.
www.dol.state.nm.us Click on Employer Services and Public Works. Find a request for a wage decision (contracting agencies, architects and engineers only may submit with this), a list of many of the public works projects currently up for bid, forms mentioned earlier, current wage rates (good for advertising but not for the contracts - you need an official WD), a set of the Public Works Rules & Regs, etc.

General Questions on Public Works:

Call Annette Reynolds at

(505) 827-6837 or e-mail at

Annette.Reynolds@state.nm.us

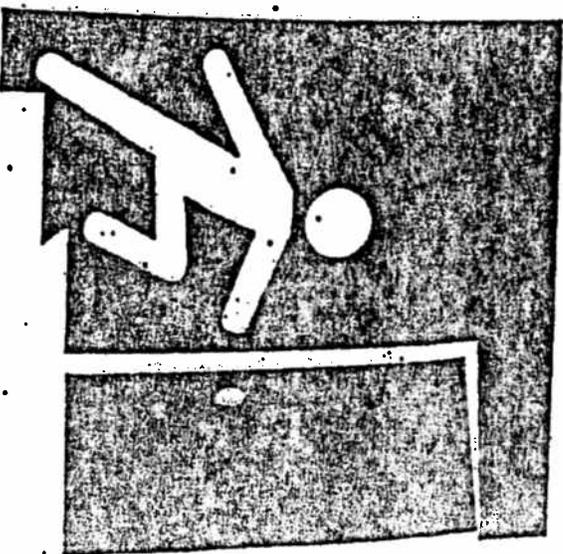
Fax Number - Public Works Bureau

(505) 827-1664

State Apprenticeship Office:

(505) 222-4672

New Mexico Public Works Construction



New Mexico
Department of
LABOR

Bill Richardson
Governor

Conroy Chino
Secretary

Labor & Industrial Division

Bruce Bachelor
Director

FOREWARD

The NM Public Works Minimum Wage Act applies to employers and employees working on state/locally funded public works construction jobs. Information here is not an official interpretation of the Act, but this pamphlet can serve as a general guide to the law. You may find additional information and Rules & Regulations derived from the Act on the DOL web page at www.dol.state.nm.us

1. How does the Act apply? The Act and the Labor and Industrial Division's (LID) Policy Manual govern all public works (PW) construction projects costing \$60,000 or more and funded in part or in whole by state/local funds. Wages set by LID must be paid as a minimum. Employees must be paid weekly. If the project has federal funding as well, the pay is figured by comparing the total rate in each trade from the state and federal wage decisions and paying the higher of the two.

2. How are wage rates set? LID conducts an annual wage survey of public and private construction jobs in June to set statewide rates. The total

wage rate includes a base rate, a fringe benefit rate (for health, retirement, life insurance, training [not apprenticeship] & vacation benefits) and sometimes, a rate for mandatory contributions to apprenticeship.

3. What is a Wage Decision (WD)?

A wage decision is the set of wage rates for a specific public works construction project. The person putting together project bid documents requests a WD by submitting a request that describes the scope of work. The type of work determines the type of rates issued. The four sets of rates are for:

"A" - Street, Highway, Utility and Light Engineering;
"B" - General Building;
"C" - Residential; and
"H" - Heavy Engineering.

If 80% of the project is *not* in one type of construction, two types of rates may be issued. A WD expires 120 days after the issue date - unless the bid opening takes place. When the bids are opened before the expiration, those rates are good for the life of the project.

4. When is a new WD required?

A new Wage Decision is required when the bids are not opened before the expiration date on the original WD. If

the project does not change significantly and the project is re-bid, an extension of the original expiration may be made. When bid dates are early in the calendar year, extensions may not be made since new rates go into effect. Then both a new WD and new rates may apply.

5. What is sent along with a WD? Several forms are sent out with the WD that must be used by contractors:

a. A Notification of Award is due from the contracting agency or general contractor listing all subcontractors before work starts;

b. A Statement of Intent to Pay Prevailing Wages is due from each contractor, subcontractor and second tier contractor before work starts;

c. An Apprenticeship Contribution Compliance Statement (for all except Type "A" projects) is due by the 15th of each month from all contractors, subcontractors, and second tier contractors;

d. A wage rate poster must be displayed in an easily accessible place at the job site to show all employees what their minimum rates of pay are; and

e. An Affidavit of Wages Paid must be submitted after a contractor finishes work but before the final payment.

JULY 24, 2006
ADDENDA NUMBER: 1
RFB NUMBER: RFB2007-007-WR
TITLE: ELECTRICAL CONTRACTOR SERVICES

RFB OPENING DATE: **08/09/06**

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISION TO THE ORIGINAL RFB REQUIREMENTS:

1. THE RFB OPENING DATE HAS BEEN EXTENDED TO **08/09/06**. THIS EXTENSION WILL ALLOW THE CITY AMPLE TIME TO RECEIVE A CURRENT NM WAGE DECISION (PREVIOUSLY REQUESTED FROM THE NM DEPT. OF LABOR) AND TO INCLUDE IT WITH THE RFB REQUIREMENTS (VIA AN ADDENDUM).

ALL ADDITIONAL TERMS, CONDITIONS AND SPECIFICATIONS OF THE ORIGINAL RFB DOCUMENT ARE TO REMAIN UNCHANGED,

YOUR COMPANY MUST RETURN VERIFICATION OF THIS ADDENDUM WITH YOUR RFB RESPONSE VIA A LETTER OR A SIGNED COPY OF THIS FORM. **FAILURE TO DO SO MAY RESULT IN YOUR RFB RESPONSE BEING CONSIDERED NON-RESPONSIBVE.**

_____ **ACKNOWLEDGED AND RETURNED: WITH BID:** _____ **BY LETTER:** _____

SIGNATURE	PRINTED NAME	TITLE	COMPANY
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CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2007-007-WR
TITLE: ELECTRICAL CONTRACTOR SERVICES
OPENING DATE: JULY 26, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

WAYNE RIDDLE, SENIOR BUYER, (505)768-3320
CITY OF ALBUQUERQUE PURCHASING OFFICE
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER

POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

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

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM JULY 26, 2006

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

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

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER

7TH FLOOR CONFERENCE ROOM
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO

PAGE 2
GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2007-007-WR

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

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- _____ OFFEROR COMPLIANCE FORM
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- _____ PRICING DETAIL FORM(S)
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- _____ OFFEROR COMMENTS FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- _____ LOCAL PREFERENCE CERTIFICATION FORM **(APPLIES TO GROUP 1 ONLY)**
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.
- _____ LICENSES AND CERTIFICATIONS
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.

PAGE 3
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2007-007-WR
OPENING DATE: JULY 26,2006

FOR FURTHER INFORMATION
CALL WAYNE RIDDLE
AT (505)768-3320

DELIVERY DATE:
(PLEASE SPECIFY)

FOB POINT:
VARIOUS DEPT. REPS AT VARIOUS
LOCATIONS WITHIN THE GREATER
ALBUQUERQUE METERO AREA

REQUISITION NUMBER(S): 197944A

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: _____%

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED. LOCAL PREFERENCE REQUESTED: MFG? _____ BUSINESS? _____ (DUE TO FEDERAL REGS, APPLIES TO GROUP 1 ONLY).

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION (DUE TO FEDERAL REGS, APPLIES TO GROPUP 1 ONLY).

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

COMPLIANCE AGREEMENT

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

SIGNATURE: _____ DATE: _____/_____/_____

NAME: _____ TITLE: _____
(PRINT OR TYPE)

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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

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

PAGE 4
 PRICING DETAIL FORM
 REQUEST NUMBER: RFB2007-007-WR

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	TOTAL

			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH (ON AN AS NEEDED BASIS) THE CITY WITH THE FOLLOWING ELECTRICAL CONTRACTOR SERVICES FOR ALL DEPARTMENTS IN GROUP 1 (EXCEPT HOUSING SERVICES) AND GROUP 2 - HOUSING SERVICES ONLY:	
1	1	1.00 EA ESTIMATED	PROVIDE ELECTRICAL CONTRACTOR SERVICES (ON AN AS NEEDED BASIS) FOR ALL CITY DEPARTMENTS (EXCEPT THE HOUSING SERVICES DIVISION).	_____
			PLACE YOUR TOTAL FOR ITEMS 1-5 LISTED ON ELECTRICAL SERVICES WORKSHEET(PAGE 9) HERE:	

			GROUP 1 TOTAL PRICE	=====
2	2	1.00 EA ESTIMATED	PROVIDE ELECTRICAL CONTRACTOR SERVICES (ON AN AS NEEDED BASIS) FOR THE HOUSING SERVICES DIVISION .	_____
			PLACE YOUR TOTAL FOR ITEMS 1-5 LISTED ON ELECTRICAL SERVICES WORKSHEET(PAGE 10) HERE:	

			GROUP 2 TOTAL PRICE	=====
			YOUR BID PRICING MUST INCLUDE ALL COSTS ASSOCIATED WITH COMPLETION OF THE REQUIRED ELECTRICAL CONTRACTOR SERVICES, INCLUDING APPLICABLE TAXES.	
*****LAST ITEM REQUESTED*****				

ELECTRICAL SERVICES CONTRACTOR

This Request for Bids (RFB) is intended to solicit bids on an hourly unit cost for labor and a cost formula for supplies and materials for electrical services to city owned facilities.

1. The successful bidder must be an electrical contractor certified by the State of New Mexico and able to perform electrical services for different City departments in situations where city employees (specifically Building Maintenance Division and Public Housing Division employees) are either involved in other emergency projects that require their services or after working hours are unable to respond to the emergency.
2. The contract will be awarded to a State of New Mexico Certified Electrical Contractor. Documentation of qualifications must be submitted with your bid.
3. The contract will be to furnish labor and materials necessary to repair electrical malfunctions, or to install new electrical equipment or modify existing electrical equipment as necessary to maintain the affected building(s) as requested by the authorized user agency. Only the Building Maintenance Division and Public Housing Division are currently authorized. Contractor shall be notified in writing by the Purchasing Division if other agencies are authorized.
4. The Contract period will be for 24 months with a provision to renew for up to an additional 12 months upon mutual agreement.
5. Labor prices will remain firm for at least the first months of the contract. Thereafter, labor costs may be escalated up to a maximum of 5% upon receipt of a written request to do so, containing justification for such escalation which is acceptable to the City. Escalation requests will not be automatically approved. If justification provided is acceptable to the City and the requested escalation is approved, it shall become effective on the date approved by the City.
6. The City of Albuquerque reserves the right to make multiple awards. In the event that multiple awards are made, the lowest responsive bidder will be awarded a primary contract. "Secondary" contracts may be awarded based on the pricing order of responsive bids. Multiple awards may be made in order to insure timeliness of response to the City's needs. Secondary contractors will be used only when the primary contractor can not respond on a timely basis. Bidders may choose to bid on either the NON-HOUSING DIVISION SERVICES OR THE HOUSING DIVISION SERVICES OR BOTH. The City intends to may make separate awards, and will if so doing is in its best interests.
7. The requesting Department will take the responsibility for determining when the services of the contractor are needed. Upon determination by authorized personnel of the need for electrical services, the contractor will be contacted and informed of the work to be performed.

8. The Contractor will assess the situation/problem and provide an estimate report which will include a description of the proposed work itemized in hours (and priced) and materials required, itemized by description and estimated cost. Once approved by the user agency, the contractor will perform the needed work or repairs and submit invoices detailing the time and labor charges and the parts/materials used.

If the situation/problem is an emergency, the contractor shall immediately stabilize the site, then provide the estimate report, including the work required to stabilize the situation.

9. Contractor shall furnish only those materials and/or services requested by the City. Any additional material and/or services deemed necessary by contractor shall be documented and submitted to requesting Department or Division for approval. The City of Albuquerque shall not be liable for materials and/or services other than those approved in advance or actually required to stabilize an emergency situation.
10. Contractor shall respond by dispatching an electrician to the indicated site within 2 hours after being contacted by the City, or one (1) hour if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the Contractor is unable to respond within the required time, the City shall have the right to obtain the required services from another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.
11. The Contractor will be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item plus required labor when such is necessary due to defects in materials and/or workmanship. Any services provided by the Contractor shall be warranted against defects for one year. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract agreement.
12. The cost of each job is limited to ~~\$1,000.00~~ without prior approval by the City. The requesting agency must be contacted prior to commencement of the work if the amount is anticipated to go beyond this limit. Written approval must be obtained from the authorized user agency for jobs exceeding \$1,000.00
13. The Public Housing Division has approximately 1000 units consisting of 800 single family units and (2) two high rise structures with approximately 200 units. The Public Housing Division may require the contractor to work up to (2) two eight-hour daily shifts per week on routine maintenance and work on additional scheduled preventive maintenance within a specified time requirement. The contractor will be provided work orders from the Public Housing Division and will be required to complete work order assignments and fill out all necessary information, (Example): hourly time information on jobs, material used and preventive maintenance required, as well as location and description of work. Completed work orders will be returned to Public Housing Division. Public Housing Division personnel will have to be contacted for Lock Box keys as required.

14. Contractor shall provide all necessary invoices of material purchased with a description of item bought (catalog numbers are not sufficient) and cost of said item and shall also include signature of authorized contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the user agency for review, approval and processing.
15. In general, most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the City may request services on week-ends, or after 5:00 p.m., etc..
16. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the user agency in advance.
17. While 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.
18. It shall be the responsibility of the Contractor to obtain any and all licenses and/or permits required to legally perform the services described herein.
19. For performing the services specified herein, the City agrees to pay the Contractor the applicable rates set forth in the Contractor's bid, which shall include any applicable gross receipts taxes. Materials purchased by the contractor for project assignments, shall be invoiced to the City by contractor at cost plus normal percentage mark-up as offered by the Contractor in response to this RFB. Materials and labor, including any other expenditures and expenses by Contractor in performing such services, shall constitute full and complete compensation for the Contractor's services under the contract. If materials must be specially ordered and/or shipped from outside the Albuquerque area, the City will pay reasonable associated costs if such orders are approved in writing by the authorized agency in advance.
20. Independent Contractor: The Contractor is not considered as an employee of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent Contractor at all times in the performance of the services described herein. The Contractor further agrees that it is not entitled to any benefits from the City under the provisions of the Workmen's 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.
21. Assignability: The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract (whether by assignment or novation) without prior written consent of the City hereto.
22. Termination for Cause: If, through any cause the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the terms of this contract, the City shall have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 10 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive

just and equitable compensation for any work satisfactorily completed under the contract. 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 contract 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.

23. Termination for Cause: The City may terminate this contract at any time by giving at least 21 days written notice in writing to the Contractor. If the contract is terminated for the convenience of the City the Contractor will be paid at the established rate for any work satisfactorily completed under the contract.
24. Any semi-skilled laborers (apprentices, preapprentices, or trainees) employed by the Contractor to perform any part of the contract must be officially enrolled in a bona fide apprenticeship program registered with the State of New Mexico Apprenticeship Council or recognized by the Bureau of Apprenticeship and Training, United States Department of Labor. CERTIFICATION SHOWING REGISTRATION STATUS OF APPRENTICES, PREAPPRENTICES OR TRAINEES MUST ACCOMPANY THE FIRST FULL PAYROLL ON WHICH EACH APPRENTICE, PREAPPRENTICE OR TRAINEE APPEARS.
- Apprentices, Preapprentices or Trainees to be used as a result of this RFB must have at least two (2) years' applicable (and verifiable) work experience, plus at least one (1) year of vocational or trade school training in an applicable field of expertise.
25. The use of only one (1) Electrician to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Facilities Maintenance Division or other approved department/division must be contacted for approval prior to start of job.
26. Contractor shall be responsible for furnishing and paying for all equipment required to perform the requested work.
27. WAGE RATES, MINIMUM: WAGES TO BE PAID BY THE CONTRACTOR(S) TO EMPLOYEES AS A RESULT OF THIS RFB WILL BE SUBJECT TO MINIMUM WAGE RATE DETERMINATIONS BY THE STATE OF NEW MEXICO DEPARTMENT OF LABOR. THESE DETERMINATIONS WILL BECOME PART OF THE CONTRACT BY REFERENCE AND MUST BE POSTED, PER STATE OF NEW MEXICO STATUTES, IN A CONSPICUOUS PLACE AT THE CONTRACTOR'S PLACE OF BUSINESS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF THE APPLICABLE STATUTES AND RESPONSIBILITY RELATED THERETO. ANY FAILURE BY THE CITY TO ACCURATELY INFORM THE CONTRACTOR OF ANY STATE OR FEDERAL MINIMUM WAGE RATE DETERMINATIONS WILL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO BECOME AWARE OF SUCH DETERMINATIONS AND TO COMPLY WITH SAME.

28. LICENSING: Bidders must furnish a copy of their current New Mexico Contractor's License with their offer. Failure to provide this item with your offer may cause it to be considered non-responsive.

(MUST BE SUBMITTED WITH YOUR BID)

GROUP 1
ELECTRICAL SERVICES WORKSHEET

SERVICES TO BE PERFORMED FOR ALL DEPARTMENTS EXCEPT HOUSING AUTHORITY

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,500	HR.	JOURNEYMAN ELECTRICIAN SERVICES BETWEEN 7:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.	\$ _____	\$ _____
2.	1,500	HR.	SEMI-SKILLED LABORER SERVICES BETWEEN 7:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.	\$ _____	\$ _____
3.	500	HR.	JOURNEYMAN ELECTRICIAN SERVICES BETWEEN 5:00 PM AND 7:00 AM MONDAY THROUGH FRIDAY, SUNDAY AND HOLIDAYS.	\$ _____	\$ _____
4.	500	HR.	SEMI-SKILLED LABORER SERVICES BETWEEN 5:00 PM AND 7:00 AM MONDAY THROUGH FRIDAY, SUNDAY AND HOLIDAYS.	\$ _____	\$ _____
5.	Est.		PARTS AND MATERIALS USED IN CONNECTION WITH PERFORMANCE OF THIS CONTRACT. (ENTER 10% OF YOUR ITEM 1-4 TOTAL.)		\$ _____

"ALL OR NONE" TOTAL,
ITEMS 1 - 5. \$ _____
(ENTER ON PAGE 4 OF BID FORM)

Instructions: Fill in the unit prices and totals for items 1 - 4 on this page. Add those individual item totals together. Enter 10% of that sum for item #5. Finally, total items 1 - 5 and transfer the total to bid item #1 on page 4. Failure to fill in all blanks will cause your bid to be considered non-responsive.

(MUST BE SUBMITTED WITH YOUR BID)
GROUP 2
ELECTRICAL SERVICES WORKSHEET

SERVICES TO BE PERFORMED FOR HOUSING AUTHORITY

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,500	HR.	JOURNEYMAN ELECTRICIAN SERVICES BETWEEN 7:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.	\$ _____	\$ _____
2.	1,500	HR.	SEMI-SKILLED LABORER SERVICES BETWEEN 7:00 AM AND 5:00 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.	\$ _____	\$ _____
3.	500	HR.	JOURNEYMAN ELECTRICIAN SERVICES BETWEEN 5:00 PM AND 7:00 AM MONDAY THROUGH FRIDAY, SUNDAY AND HOLIDAYS.	\$ _____	\$ _____
4.	500	HR.	SEMI-SKILLED LABORER SERVICES BETWEEN 5:00 PM AND 7:00 AM MONDAY THROUGH FRIDAY, SUNDAY AND HOLIDAYS.	\$ _____	\$ _____
5.	Est.		PARTS AND MATERIALS USED IN CONNECTION WITH PERFORMANCE OF THIS CONTRACT. (ENTER 10% OF YOUR ITEM 1-4 TOTAL.)		\$ _____

"ALL OR NONE" TOTAL.
ITEMS 1 - 5. \$ _____
(ENTER ON PAGE 4 OF BID FORM)

Instructions: Fill in the unit prices and totals for items 1 - 4 on this page. Add those individual item totals together. Enter 10% of that sum for item #5. Finally, total items 1 - 5 and transfer the total to bid item #2 on page 4. Failure to fill in all blanks will cause your bid to be considered non-responsive.

ADDITIONAL REQUIREMENTS FOR RFB2007-007-WR

1. WORK REFERENCED IN THIS RFB (GROUPS 1 ONLY) IS SUBJECT TO CURRENT NM WAGE RATES. THE CITY HAS REQUESTED A WAGE DECISION FROM NM CONSTRUCTION INDUSTRIES AND WILL FORWARD IT (VIA AN ADDENDUM) TO THE ADDENDUM WILL BE POSTED ON THE CITY'S WEB SITE (www.cabq.gov/dfa/purchase).
2. HUD DOCUMENTS APPLY TO THIS RFB (GROUP 2 ONLY) AS FOLLOWS:
 - A. HUD 'GENERAL DECISION NUMBER: NM 30004 11/14/2003 NM 4" (PAGES 14-16)
3. ALL CONTRACTORS SUBMITTING OFFERS MUST HAVE THE APPROPRIATE STATE OF NM CONTRACTOR'S LICENSE(S) WHICH ARE REQUIRED FOR THIS TYPE OF WORK.

INDICATE YOUR NM CONTRACTOR'S LICENSE NUMBER(S) IN THE SPACE PROVIDED BELOW:

NM#: _____
NM#: _____
NM#: _____
NM#: _____

5. PREVIOUS WORK REFERENCES MAY BE REQUIRED OF THE OFFERORS DURING THE BID EVALUATION PROCESS (REF: PAGE 13, SECT. 2.3 FOR REQUIREMENTS).
6. AN INSURANCE CERTIFICATE WILL BE REQUIRED OF THE AWARDED CONTRACTOR PRIOR TO THE ISSUANCE OF ANY ORDER AS A RESULT OF THIS RFB (REF: PAGE 19 FOR REQUIREMENTS).
7. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDING REQUIREMENTS ARE REFERENCED ON PAGE 17.
8. ENTER YOUR FEDERAL TAX ID NUMBER IN THE SPACE PROVIDED BELOW:
EIN #: _____

9. **THE INITIAL PERIOD FOR ANY CONTRACT CONTRACT ISSUED AS A RESULT OF HIS RFB (FOR GROUPS 1 & 2) WILL BE FOR A TWENTY-FOUR (24) MONTH PERIOD WITH AN OPTION TO EXTEND FOR UP THREE (3) ADDITIONAL TWELVE (12) MONTH PERIODS OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE SELECTED CONTRACTOR(S) AND THE CITY.**
10. **THE CITY WILL ENTERTAIN REQUESTS FOR A PRICE INCREASE AT THE END OF EACH TWELVE MONTH PERIOD OF THE CONTRACT PERIOD. THE INCREASE WILL BE NO GREATER THAN THE RATE OF INFLATION BASED ON THE CONSUMER PRICE INDEX (CPI-US) U.S. CITY AVERAGE, AS PUBLISHED BY THE U.S. DEPT. OF LABOR, BUREAU OF LABOR AND STATISTICS AND IN NO CASE WILL BE MORE THAN A FIVE (5%) INCREASE FOR ANY TWELVE (12) MONTH PERIOD. ALL REQUESTS FOR PRICE INCREASES MUST BE FORWARDED TO THE CITY IN WRITING AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO THE REQUESTED DATE OF INCREASE TO BECOME EFFECTIVE. THE REQUEST MUST BE ACCOMPANIED BY COMPLETE DOCUMENTATION TO JUSTIFY THE PRICE INCREASE.**

* NOTE: YOU MUST INCLUDE A COPY OF THE COMPLETED "ELECTRICAL CONTRACTORS WORKSHEET" FOR ANY OF THE TWO GROUPS YOU ARE BIDDING ON.

FAILURE TO INCLUDE THE COMPLETED "ELECTRICAL CONTRACTOR'S WORKSHEET" FOR THE GROUP(S) YOU ARE BIDDING WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

COMPANY REFERENCES

THE SELECTED CONTRACTOR (S) ARE REQUIRED TO PROVIDE THE CITY
(UPON REQUEST) PREVIOUS WORK REFERENCES AS FOLLOWS:

COMPANY NAMES

ADDRESSES

**CONTACTS AND PHONE NUMBERS
OF CUSTOMERS FOR WHOM YOUR
COMPANY HAS COMPLETED SIMILAR
ELECTRICAL CONTRACTOR SERVICES
WITHIN THE LAST TWO(2) YEARS.**

General Decision Number: NM030004 11/14/2003 NM4

Superseded General Decision Number: NM020004

State: New Mexico

Construction Type: Residential

County: Bernalillo County in New Mexico.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	11/14/2003

* PLUM0412-002 04/01/2001

	Rates	Fringes
Plumber.....	\$ 15.96	4.20

SUNM1999-001 08/05/1999

	Rates	Fringes
Carpenter (excluding scaffold setting, form work, drywall hanging, and installation of soft floors, overhead doors, and batt insulation).....	\$ 11.95	.30
Cement Mason.....	\$ 10.62	
Electrician.....	\$ 14.15	2.39
Insulator		
Batt and Blown.....	\$ 14.15	
Laborer		
Fence Erector.....	\$ 8.00	.28
Landscape Worker.....	\$ 6.44	
Pipe Layer.....	\$ 8.59	
Unskilled.....	\$ 8.81	
Lather.....	\$ 10.00	
Painter (excluding drywall finishing/taping).....	\$ 9.00	
Power Equipment Operator		
Backhoe.....	\$ 12.59	
Roofer.....	\$ 9.83	
Sheetmetal Worker		
Setting of HVAC unit		

and duct work
installation only.....\$ 10.81

Truck Driver

Dump - Semi.....\$ 10.00
Tandem Dump.....\$ 9.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2007-007-WR

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.

AWARD OF CONTRACT - MULTIPLE AWARDS:

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

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH (ON AN AS NEEDED BASIS ONLY, IN THE EVENT THAT ANY RELEASE AGAINST ANY ORDER RESULTING FROM THIS RFB EXCEEDS \$25,000.00, PER THE "LITTLE MILLER ACT") SEPARATE SURETY BONDS EACH IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OFFERED AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THESE BONDS MUST BE FURNISHED PRIOR TO OR AT THE TIME OF THE ISSUANCE OF A PURCHASE ORDER, BUT NO LATER THAN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE OF A RELEASE AGAINST ANY CONTRACT RESULTING FROM THIS REQUEST. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BONDS. NO THIRD PARTY PERFORMANCE BONDS WILL BE ACCEPTED. THE SURETIES ON SUCH BONDS SHALL BE DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY. CASHIER'S CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED.

PROOF OF BONDING ABILITY IS REQUIRED WITH YOUR RFB RESPONSE.

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SUPPLEMENTAL TERMS AND CONDITIONS
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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 THREE EACH 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

GRAFFITI FREE REQUIREMENT:

THE AWARDED CONTRACTOR (S) WILL BE REQUIRED TO FURNISH EQUIPMENT, FACILITIES OR OTHER ITEMS AS MAY BE REQUIRED TO COMPLETE THE SPECIFIED SERVICES IN THIS REQUEST FOR BIDS WHICH ARE "GRAFFITI FREE". FAILURE OF THE AWARDED VENDOR TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN A CANCELLATION OF ANY CONTRACT ISSUED AS A RESULT OF THIS REQUEST FOR BIDS.

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SUPPLEMENTAL TERMS AND CONDITIONS
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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.

A \$5,000.00 EMPLOYEE DISHONESTY BOND WILL BE REQUIRED (PRIOR TO ANY RELEASE OF AN ORDER) FROM THE SUCCESSFUL OFFEROR TO GROUP 2 ONLY.

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SUPPLEMENTAL TERMS AND CONDITIONS
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LAWS AND REGULATIONS:

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

REMOVING DEBRIS AND CLEANING THE AREA:

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

RISKS:

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

WORKING CONDITIONS:

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

CITY OF ALBUQUERQUE

GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

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

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

3. Preparation of Offer:

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

Unit prices offered should be for the units specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Requests for Explanations by Offerors:

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

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

7. Addenda:

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

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

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

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

8. Clarification of Offers:

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

9. Submission of Offer:

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

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

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

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

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

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

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

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

10. Civil Rights Compliance:

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

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

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

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

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

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

12. **Withdrawal of Offers:**

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

13. **Opening of Offers:**

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

14. **Disqualification of Offer:**

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

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

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

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

15. Rejection/Cancellation of Offers:

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

16. Minor or Technical Irregularities:

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

17. Nonconforming/Conditional, or Counter Offers:

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

18. Offer Analysis:

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

19. Award of Contract:

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

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

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

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

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

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

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

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

21. **Protest Process:**

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

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

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

22. Delivery, Acceptance and Guarantee:

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

Purchasing Division.

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

23. Inspections:

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

24. Invoices and Payments:

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

25. Default/Termination for Cause:

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

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

26. Termination for the Convenience of the City:

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

27. Termination for Lack of Appropriations:

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

(6/23/04)

**INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

- 2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

- 5. DEFINITIONS.** The following definitions apply to this preference:
 - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other -- Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____ 

Printed Name: _____

Title: _____

Date: _____

