CITY OF FARMINGTON
REQUEST FOR QUOTATION (RFQ)

DATE: 7/24/2013	RETURN TO:	**THIS IS NOT AN ORDER**
RFQ #99773-SD DUE DATE: 8/15/13 TIME: 2:00 p.m.	CITY OF FARMINGTON ATTN: PURCHASING RFQ # 99773-SD 800 MUNICIPAL DRIVE FARMINGTON, NM 87401 EMAIL: sdunn@fmtn.org FAX: (505) 599-1377	

Multi-Term Contract for Janitorial Supplies	**In-State/Veteran Preference**	**PAYMENT TERMS**	**F.O.B./FREIGHT TERMS**	**SHIPPING TIME**
	# In-State/Veteran Preference will be applied only to those in-state/veteran certified bidders who have completed item 7 below.	_____%_____ DAYS, NET 30 DAYS AFTER RECEIPT OF INVOICE	PREPAID DESTINATION	

REFER ALL QUESTIONS REGARDING THIS REQUEST FOR QUOTATION TO SHARRON DUNN AT (505) 599-1376 OR EMAIL sdunn@fmtn.org

1. RFQ should be based on FOB Destination with freight allowed and must indicate normal lead time and/or best delivery date on the items listed.
2. This RFQ must be received by the City Purchasing Department by the date and time indicated.
3. If bidder does not wish to quote, please return this RFQ indicating "no bid".
4. Any resulting Purchase Order is subject to the City of Farmington's purchase order general terms and conditions.
5. All supplies and components quoted shall be new unless indicated otherwise. Any quotes submitted for used or reconditioned supplies or components will be considered non-responsive.
6. The RFQ Number shall appear on all quotations and related correspondence.

7. In-State Preference:
   Bidder has received certification from the State of New Mexico for Resident/Contractors Certification. Bidder has been issued the above Certification # and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.

   Resident Veterans Preference:

   In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a new resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
   Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification.
   This preference is separate from the in-state preference and is not cumulative with that preference.
8. RFQ's may be returned via email, fax or USPS. (Reference Item #2)
9. By law (Section 13-1-191, NMSA, 1978) the City is required to

SUBMITTED BY (PRINTED NAME)

_____

SIGNATURE

_____

(To be a valid offer, bidder must sign here)

COMPANY NAME

_____

DATE_____

ADDRESS_____

_____

TELEPHONE#

_____

FAX#

_____

EMAIL

_____

TAX ID NUMBER

inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

□ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

CITY OF FARMINGTON - RFQ SCHEDULE
Multi-Term Contract for Janitorial Supplies, RFQ# 99773

CATEGORY 1: JANITORIAL CHEMICALS
(SDS/MSDS TO BE SENT WITH ALL APPLICABLE CATEGORY 1 PRODUCT SHIPMENTS)

Line	Estimated Annual Quantity	UOM	Item #	Description	Case Qty	Manufacturer and Product #	Unit Cost	Total Cost
1A.	7	BTL	485 001 9110	AMMONIA, LIQUID, 64 OZ., MSDS TO BE SENT WITH SHIPMENT				
1B.	24	GAL	485 014 9009	CLEANER, HAND, NATURAL ORANGE WITH PUMICE, 1 GAL BOTTLE WITH PUMP. GOJO 0955 or equal.				
1C.	56	BTL	485 014 9060	SANITIZER, HAND, 8-12 OZ. BOTTLE, W/PUMP. Purell or Equal				
1D.	19	GAL	485 016 9102	LIME AWAY, 1 GAL BOTTLE, 4/CASE. Jelmar CLR Calcium, Lime & Rust Remover or Equal. MSDS TO BE SENT WITH SHIPMENT.				
1E.	118	CAN	485 016 9106	CLEANER, OVEN, AEROSOL, 19 OZ CAN, 12/CS. MSDS TO BE SENT WITH SHIPMENT				
1F.	265	CSTR	485 016 9116	WIPE, DISINFECTING, APPX 75/CANISTER, 4/PACK. Clorox 01578 or Equal, Must sanitize in 30 seconds or less, disinfect in 5 minutes or less. Must kill 99.9% of germs including Rhinovirus and Influenza A2 viruses.				
1G.	207	BTL	485 026 9005	CLEANER, TOILET BOWL, NON-ACID, 1 QT, 12/CS. MSDS TO BE SENT WITH SHIPMENT, Spartan NABC 711603 or Equal.				
1H.	415	CAN	485 028 9002	CLEANER, WINDOW, AEROSOL, 19 OZ. CAN, 12/CS, FOAM TYPE				
1I.	16	GAL	485 028 9031	CLEANER, GLASS, 1 GALLON CONCENTRATE, 4/CS. MINIMUM 1:20 CONCENTRATION. MSDS TO BE SENT WITH SHIPMENT				
1J.	131	CAN	485 029 9000	CLEANSER, POWDER, WITH BLEACH, 21 OZ. CAN, 24/CS. Comet, Ajax, or Equal. MSDS TO BE SENT WITH SHIPMENT				
1K.	73	EA	485 030 9012	DEODORANT BLOCK, URINAL, ROUND, CHERRY, 3.5 - 4 oz, 12/BOX. Hospeco 96687 or Equal. MSDS TO BE SENT WITH SHIPMENT				
1L.	25	EA	485 030 9013	DEODORANT BLOCK, TOILET, W/ PLASTIC HANGER, 4 OZ, 12/BX. Hospeco 08411 or Equal. MSDS TO BE SENT WITH SHIPMENT				
1M.	209	CAN	485 032 9014	AIR FRESHENER, AEROSOL DISINFECTANT/DEODORANT, 19 OZ. 12/CS. MSDS TO BE SENT WITH SHIPMENT				
1N.	885	GAL	485 037 9001	BLEACH, BOTTLE, 1 GALLON, 6/CS. MSDS TO BE SENT WITH SHIPMENT.				
1O.	72	BOX	485 038 9008	DETERGENT, CASCADE DISHWASHING POWDER, 85 OZ., 6/CS. NO SUBSTITUTE. MSDS TO BE SENT WITH SHIPMENT				
1P.	373	BTL	485 038 9103	DETERGENT, DAWN DISHWASHING, 38 OZ., 8/CASE. NO SUBSTITUTE. P&G 45112. ANTI-BACTERIAL IS NOT APPROVED				
1Q.	550	CAN	485 040 9113	DISINFECTANT, FOAMING CLEANSER, AEROSOL, 19 OZ., 12/CS. Allstar Sud'N Kleen U17548 or Equal. MSDS TO BE SENT WITH SHIPMENT				
1R.	56	GAL	485 042 9015	DISINFECTANT, LEMON, 1 GALLON, 4/CS. Detergent/Deodorizer/Mildewstat/Parvocide/Fungicide/Bactericide. Regal Lemo-San or Equal. MSDS TO BE SENT WITH SHIPMENT. Spartan Chemical DMQ is not acceptable.				

Line	Estimated Annual Quantity	UOM	Item #	Description	Case Qty	Manufacturer and Product #	Unit Cost	Total Cost
1S.	11	5 GAL	485 042 9016	DISINFECTANT, LEMON, 5 GALLON. Detergent/Deodorizer/Mildewstat/Parvocide/Fungicide/Bactericide. Regal Lemo-San or Equal. MSDS TO BE SENT WITH SHIPMENT. Spartan Chemical DMQ is not acceptable.				
1T.	4	GAL	485 056 9038	DUST MOP TREATMENT, LIQUID, FOR FLOORS, 1 GALLON. Spartan 3013-04 or Equal. MSDS TO BE SENT WITH SHIPMENT				
1U.	43	CAN	485 063 9093	WASP/HORNET SPRAY, AEROSOL, MINIMUM 15 OZ., 12/CS., 20' SPRAY, INSTANT KNOCKDOWN, RESIDUAL ACTION, DIELECTRIC BREAKDOWN VOLTAGE 40,000V MINIMUM, Allstar U17571 Blitz or equivalent.				
1V.	445	PKG	485 086 9035	SOAP, HAND, ANTISEPTIC LOTION, 800 ML BAG-IN-BOX, 12/CS, KUTOL 2565 or Equal				
1W.	198	EA	485 086 9104	SOAP, BAR, LAVA, 5.75 OZ. 48/CS. MSDS TO BE SENT WITH SHIPMENT				
1X.	19	GAL	630 090 8043	MINERAL SPIRITS, 1 GALLON, LOW ODOR. Klean Strip Green 3620-0301 or Equal.				
				TOTAL CATEGORY 1				

CATEGORY 2: JANITORIAL PAPER PRODUCTS

2A.	2,885	BOX	640 075 9036	TISSUE, FACIAL, TWO PLY WHITE, 100/BOX, 30 BX/CS				
2B.	87	PKG	640 075 9049	COVERS, TOILET SEAT, 250/PACK, 20 PACKS/CS. Hospeco DS-5000 or Equal				
2C.	32,286	ROLL	640 075 9050	TISSUE, TOILET, 500-2 PLY SHEETS, 96 ROLL/CS. Roses Southwest 42136 or Equal				
2D.	2,922	PKG	640 075 9052	TOWELS, PAPER, MULTIFOLD, 100% RECYCLED, NATURAL, 250/PKG., 16 PKG/CS. 4000 TOWELS/CS. Prime Source 75004307 or Equal				
2E.	2,336	PKG	640 075 9053	TOWELS, PAPER, SINGLEFOLD, 100% RECYCLED, NATURAL, 250/PKG., 16 PKG/CS. 4000 TOWELS/CS. Prime Source 75004301 or Equal				
2F.	4,466	ROLL	640 075 9064	TOWELS, PAPER, ROLL, PREFORATED, BLEACHED, MINIMUM 100 SHEETS/ROLL, MIN. 67 SQ FT/ROLL, 30 ROLLS/CS.				
2G.	450	ROLL	640 075 9120	TOWEL, HIGH CAPACITY ROLL, MUST FIT GP ENMOTION 59460 DISPENSERS, 6 ROLLS/CS. GP enMotion 89460 Only. ALL OTHERS MUST PROVIDE SAMPLE FOR APPROVAL.				
2H.	3,010	PKG	640 089 8040	CUPS, STYROFOAM 8 OZ., 50 CUPS/PKG, 20 PKG/CS. WinCup H8S or Equal.				
2I.	60	PKG	640 089 8051	CUPS, WATER, 4 OZ. CONE, 200/PKG, 25 PKG/CS. SOLO 4BR-2050 or Equal				
2J.	727	BOX	735 060 9042A	RAGS, SHOP, 12" X 16.75", 152/BOX. Kimberly Clark Wypall X70 41300 or Equal				
				TOTAL CATEGORY 2				

Line	Estimated Annual Quantity	UOM	Item #	Description	Case Qty	Manufacturer and Product #	Unit Cost	Total Cost
CATEGORY 3: JANITORIAL SUPPLIES AND OTHER PRODUCTS								
3A.	50	BOX	485 098 8068	TRASH BAGS,44 GAL ROUND, 36X50,STRETCH FIT,100/BX. Berry Plastics SFR44ROUNDRB Only. ALL OTHERS MUST PROVIDE SAMPLE FOR APPROVAL.				
3B.	3	EA	485 004 9056	APPLICATOR PAD, WAX, 16", LAMB'S WOOL				
3C.	112	EA	485 008 9046	BOTTLE, SPRAY W/TRIGGER, PLASTIC, 24 OZ CAPACITY.				
3D.	26	EA	485 010 9004	BRUSH, TOILET BOWL, PLASTIC BRISTLES				
3E.	6	EA	485 010 9032	BROOM, HAND (COUNTER)				
3F.	7	EA	485 010 9039	BROOM, PUSH, SOFT BRISTLE, 24", WITHOUT HANDLE				
3G.	4	EA	485 010 9043	BRUSH, CAR WASH, 10" X 2.5", SOFT BRISTLE, THREADED FOR HANDLE (NOT INCLUDED). Southwest Distributing #60291 or Equal				
3H.	16	EA	485 010 9047	BROOM, STREET, 16" WOOD HEAD, 6" HARD PLASTIC BRISTLE, ORANGE BRISTLE PREFERRED, WITHOUT HANDLE.				
3I.	3	EA	485 010 9048	BRUSH, SCRUB, HARD BRISTLE, 10" BLOCK, THREADED FOR HANDLE (NOT INCLUDED). Central Distributing #117283 or Equal.				
3J.	6	EA	485 010 9054	BROOM, KITCHEN, STANDARD PLASTIC NYLON.				
3K.	2	EA	485 010 9059	BROOM, WHISK, CORN BRISTLE.				
3L.	3	EA	485 010 9074	BROOM, WAREHOUSE CORN, 1.125" DIA. HANDLE. Rubermaid 6383 or equal.				
3M.	21	EA	485 070 9010	HANDLE, 60" WOODEN TAPER				
3N.	18	EA	485 070 9040	HANDLE, 60" WOODEN, THREADED, WITH METAL THREADS.				
3O.	3	EA	485 070 9057	MOP, WET, 16 OZ, COTTON, LOOPED ENDS WITH TAILBAND.				
3P.	118	EA	485 070 9058	MOP, WET, 24 OZ, COTTON, LOOPED ENDS WITH TAILBAND.				
3Q.	9	EA	485 070 9070	HANDLE & FRAME, WET MOP, PLASTIC, WITHOUT MOP. RUBBERMAID #H146 or Equal				
3R.	1	EA	485 070 9076	MOP, DUST REFILL, 5" WIDE X 24" LONG.				
3S.	8	EA	485 070 9077	MOP, DUST REFILL, 5" WIDE X 36" LONG.				
3T.	3	EA	485 070 9078	HANDLE & FRAME, DUST MOP, 36" X 5", WITHOUT MOP				

Line	Estimated Annual Quantity	UOM	Item #	Description	Case Qty	Manufacturer and Product #	Unit Cost	Total Cost
3U.	8	EA	485 070 9100	MOP, DUST REFILL, TRIANGULAR.				
3V.	1	EA	485 070 9112	HANDLE & FRAME, DUST MOP, 24" X 5", WITHOUT MOP.				
3W.	6	EA	485 088 9029	SQUEEGE, FLOOR, 36" HEAD.				
3X.	1,237	EA	485 088 9045	SPONGES, SCRUBBING, 40/CS. 3M 74N or Equal.				
3Y.	11	4 Pk	485 088 9065	SCOURING PAD, STEEL WOOL, W/SOAP, 4 PACK. S.O.S 98041				
3Z.	8	EA	485 094 9024	PAN, DUST, METAL, 12" to 14" WIDE.				
3AA.	45	BOX	485 098 8073	TRASH CAN LINER, PLASTIC 24" X 24",1000/BX., HIGH MOLECULAR WEIGHT, HIGH DENSITY. ScotTissue Z4824RN R01 or Equal				
3BB.	210	EA	485 100 9108	FOIL, ALUMINUM, 12" WIDE, 75 TO 100 SQ. FT., Great Value 449775 or Equal				
3CC.	37	BOX	485 100 9111	SODA, BAKING, 1 LB. BOX. 24/CS				
3DD.	62	PKG	640 091 8008	FILTER, COFFEE, MEDIUM, 500/PKG, 2 PKGS/CS. BUNN 20115.0000 or Equal				
3EE.	5	BOX	640 091 8009	FILTER, COFFEE, U3, 18 X 7", 250/BOX. BUNN 20109.0000 or Equal				
3FF.	86	BOX	640 093 8010	STICKS, PLASTIC STIR, COFFEE, 6" MINIMUM LENGTH, 1000/BX, 10 BX/CS.				
				TOTAL CATEGORY 3				

CATEGORY AWARD: It is the City's intent to award based on category.
ALTERNATE AWARD EVALUATION: Whichever deems in the best interest of the City, the City reserves the right to award in total, by groups of items, on the basis of individual items or any combination of these; or as otherwise specified unless the quoter qualifies his quote by specific limitations. The City reserves the right not to award items. Only the City is in a position to determine its own best interest, therefore the City shall be the sole judge in determining the award analysis. Its decision shall be final.

ESTIMATED QUANTITIES: The City anticipates ordering quantities as shown on the Schedule above for the first term of this Agreement. The City does not guarantee a minimum amount to be purchased during the term of the contract. Quantities are estimated only and the City reserves the right to order more or less than the quantities listed. If qualifying a quote, the vendor must clearly state so in their response on a separate sheet of paper title "Exceptions to Specifications". The restriction(s) or qualifier(s) must be clearly identified. If the vendor's pricing is subject to change if the City elects to award by category, based on groups of items or line items; or if any part of the vendor's response is dependent upon receiving a complete category award, then the vendor's response must identify any restrictions. Exceptions must indicate which items or which categories they are quoting on an "all or none" basis, they must indicate if they are qualifying their quote based on a minimum threshold dollar award limit, or any other type of exception. Responses with exceptions may result in rejection of the whole quote or partial line items within the quote.

REQUIRED UNIT OF MEASURE: Vendor must correctly extend their quoted line items based on the UOM (Unit of Measure) indicated for comparison purposes. Vendors submitting their response with no extended pricing or total may be considered non-responsive.

Quotes submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

DELIVERY ACCESS - HOURS OF WAREHOUSE OPERATION: All Deliveries to the Municipal Operations Center Warehouse Location, 101 N. Browning Parkway, must be made between the hours of 8:00AM and 3:30PM (MST), Monday through Friday, excluding weekends & Holidays. The security gate system is unavailable outside the regular MOC business hours.

METHOD FOR PRICE REDETERMINATIONS

The vendor shall submit with their quote the method for price redetermination at the expiration of the purchase order contract.

□ PPI □ CPI □ Manufacturer Documented Price Adj □ [Catalog or manufacturer] Price list with discount □ Alternate

MULTI-TERM CONTRACT FOR
JANITORIAL PRODUCTS

1. SCOPE OF WORK

a. The City of Farmington (City) is requesting quotes from qualified suppliers for a Multi-Term Contract for Janitorial Products as listed in the attached Schedule.

2. TERM

a. The term of the Agreement shall be in effect for one year, subject to earlier termination or extension.

b. The City reserves the right to extend the Agreement for three (3) additional one (1) year terms unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least thirty (30) days prior to the expiration of the term in force.

3. TERMINATION

a. If, through any cause, awarded vendor(s) fails to fulfill in a timely and proper manner obligations under this Agreement or violates any of the covenants, agreements, or stipulations of the Agreement, the City may order vendor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If vendor fails to correct the cause within a time period specified in this notice, which time period shall be reasonable under the circumstances, City shall have the right to immediately terminate the Agreement. The vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   1) Notwithstanding the above, awarded vendor(s) shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by vendor, and the City may withhold any payments for the purposes of off-set until such time as the exact amount of damages due the City from the vendor is determined.

b. The City may terminate the Agreement at any time by giving at least thirty (30) days written notice to the vendor. If this Agreement is terminated due to the fault of vendor, item “a” above relative to termination shall apply and no compensation or reimbursement to vendor shall be due. If terminated for any other reason, City will reimburse vendor for all documented out-of-pocket expenses incurred in connection with this Agreement.

4. PRICING

a. Pricing will be firm for a period of one (1) year effective from the issuance of the purchase order.

5. MULTI-TERM PRICE ADJUSTMENTS

a. In the event the Purchase Order contract for a Multi-Term Contract for Janitorial Supplies is renewed, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions identified below:

1) The Awarded vendor's price to be paid is subject to increase or decrease yearly upon approval of the vendor's written request to the Purchasing Office no later than 30 days prior to the renewal of each yearly term. Such request shall include the cause for the adjustment. The price-redetermination shall include the amount of the change requested with documentation to support the requested adjustment. The price redetermination documentation shall follow one of the six (6) price adjustment parameters the vendor has **identified on the RFQ Schedule**, and which has been mutually agreed upon by the City prior to award. The price redetermination clauses listed below are in the City's order of preference. Such price adjustment shall be by the percentage listed below as documented and the contract shall be modified accordingly provided THAT:

2) Producer's Price Index (PPI): The price to be paid shall be increased or decreased annually by 100% of the change as reflected by a mutually agreed Industry Code (herein Special Index) of the Producer's Price Index published by the U.S. Department of Labor, OR:

   a) An example of calculation procedure:

Base Price - $24.50 (Oct. 2007) Beginning contract unit price	
Current period series value (Oct. 2008)	186.4
Divide by the base period series value (Oct. 2007)	174.7
Equals:	1.067
Multiply by 100 to yield the converted series value	106.7
Multiply by original base price ($24.50)	2614.15
Divide by 100 to yield the adjusted price	26.14

3) Consumer Price Index (CPI-U): The price to be paid shall be increased or decreased quarterly by 80% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the proceeding twelve months, provided that any such increase or decrease shall not exceed five percent of the rates set forth in the Purchase Order Contract as from time to time amended, in any one (1) year, OR:

4) Manufacturer's Catalogue Price List: Prices will be based on the current manufacturer list price less the applicable discount listed. Current catalogues and price lists must be readily available to the City and provided before the revision goes into effect; OR:

5) Established Catalogue Published Price List: Prices will be based on the current published list price less the applicable discount listed. Current catalogues and price lists must be readily available to the City and provided before the revision goes into effect; OR:

6) Manufacturer's Documented Price Adjustment: The price to be paid shall be increased or decreased by 100% of the change as reflected in the price supporting documentation as supplied by the manufacturer; OR:

7) Suggested Alternate: If the vendor is suggesting an alternate price redetermination method, the vendor must submit in its RFQ the suggested contract language along with any pricing

documentation identified. This recommended contract language and pricing documentation must be mutually agreed upon by both parties prior to award.

6. PROCUREMENT UNDER EXISTING CONTRACT NMSA 13-1-129

a. Under the terms and conditions of this RFQ all local-area public bodies allowed by law may issue orders for the goods and/or services as described herein. The terms and conditions of this RFQ shall form a part of each order issued herein.

7. ORDERS

a. The items to be ordered shall be as listed on the enclosed RFQ Schedule. All orders issued herein will bear a Release Purchase Order number and this RFQ number. The supplier is required to accept the order and furnish the items in accordance with the articles contained herein for the quantity of each order issued.

b. Orders must have a delivery time of two (2) weeks or less.

8. QUANTITIES

a. Quantities listed on the RFQ Schedule are annual estimates. The City reserves the right to order more or less than the quantities listed. The City does not guarantee a minimum quantity to be purchased during the term of the Contract. It is understood that no guarantee or warranty is made or implied, by either the City of Farmington or the user that any order for any definite quantity will be issued under this RFQ.

b. The City reserves the right to add additional items during the term of the agreement. Any additional items will be added by mutual agreement between Awarded vendor(s) and City. The prices will be negotiated with the Awarded vendor(s).

c. The City will order in standard package quantities.

9. EMERGENCY ORDERS

a. The City reserves the right to surpass this Agreement, if the successful vendor is unable to fill an order, and buy from other immediate sources in order to fulfill an emergency need.

10. PAYMENT

a. The vendor shall submit an invoice after each delivery detailing the total quantity of goods delivered.

b. All invoices shall be completed using the unit of measure quoted on the Quote Schedule.

c. The vendor shall provide an invoice which details billing for goods delivered not later than ninety (90) calendar days after the date of delivery. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the RFQ Number and Release Purchase Order Number.

The invoice shall be addressed as follows:

City of Farmington, Accounts Payable
800 Municipal Drive
Farmington, NM 87401

d. Payments shall be paid to the vendor within thirty (30) calendar days contingent upon the following:

   1) Application of payment discounts, if considered to be in the best interest of the City.

   2) From date of receipt by the City of properly documented invoices for payment as determined by the budgetary and fiscals guidelines of the City.

   3) On the condition that the vendor has accomplished the Services to the satisfaction of the City. Any taxes (specifically including the New Mexico Gross receipts tax), licenses, or other governmental fees and charges, is the responsibility of the vendor.

11. SPECIFICATIONS

a. Specifications for the items are listed on the Quote Schedule with each item.

b. The City reserves the right to request the vendor to furnish samples of any item. All costs for furnishing samples will be the vendor's responsibility.

c. Exceptions to specifications shall be noted on the vendor's business letterhead, titled "Exceptions to Specifications", and submitted with this RFQ.