

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2020-076-DMD-IC

Multi-Purpose Soccer Stadium Feasibility Study
September 11, 2020



Deadline for Receipt of Proposals: [Friday October 2, 2020 4:00 p.m. \(Mountain Time\)](#)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

TABLE OF CONTENTS

	Page
Introduction	3
Part 1 Instructions to Offerors	4
Part 2 Proposal Format	13
Part 3 Scope of Services	15
Part 4 Evaluation of Proposals	17
Part 5 Preferences	19
Part 6 Draft Agreement	22

INTRODUCTION

The City of Albuquerque is seeking offers from Qualified Consultant firms to provide site evaluation, feasibility analysis, economic impact, and further due diligence analysis to determine the overall best location for a multi-purpose soccer stadium.

The City of Albuquerque has secured state capital funds to conduct the initial feasibility analysis, economic impact, and further due diligence analysis to determine the overall best location. The stadium will be used by the New Mexico United (“United”), a professional soccer team currently playing in the United Soccer League, Championship Division, which is the second division of professional soccer sanctioned by the U.S. Soccer Federation. The vision for the project is a 10,500-15,000 seat multi-purpose stadium with a natural grass field designed for professional soccer. The project may also include an art/cultural center component which could house a variety of exhibits, art exhibits, cultural events, community events, and ideally the project could include commercial, retail, and/or housing components within the site.

Certain prospective sites have already been identified by the City and will be disclosed to the Consultant; however, the Consultant will be asked to identify other potential sites that should also be considered. This RFP consists of two overlapping directives: 1) prospective site evaluation and due diligence, and 2) economic impact, market feasibility, construction, and operating costs.

**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: RFP-2020-076-DMD-IC, "Multi-purpose Soccer Stadium Feasibility Study"

1.2 Proposal Due Date: Friday October 2, 2020 - NLT 4:00 PM (Local Time)

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

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated

thereunder.

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

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

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

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

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract

with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

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

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Iris Cordova, Assistant Procurement Officer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3333 or E-Mail: icordova@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Department of Municipal Development, Capital Improvement Project Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP shall be submitted in writing through the City’s e-Procurement system not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1.9 Submission of Proposals. The Offeror’s sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact support@gobonfire.com.

1.9.2 Format. Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the EProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment must be submitted with the Proposal. **Failure to submit such acknowledgment may be cause for the City to deem your Proposal nonresponsive.**

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Draft Agreement: A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final Agreement.

1.12 Contract Term: The term of the contract resulting from this solicitation will be determined during negotiations following contract award.

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any

Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Proprietary Data:

1.20.1 The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by clearly marking that material as “Trade Secret”, “Proprietary Data”, or “Confidential Data” within the Proposal submitted (uploaded) in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

1.20.2 The City will endeavor to restrict distribution of material designated as “Trade Secret”, “Proprietary Data”, or “Confidential Data” and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) is received for such materials, and they are not

exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act's fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Preferences: Preferences may be available under the City of Albuquerque Public Purchases Ordinance for this procurement. See Part 5 of this RFP for additional information. **NO PREFERENCES ARE AVAILABLE FOR ANY SOLICITATION FOR WHICH ALL OR A PART OF THE FUNDS USED ARE FROM FEDERAL GRANT SOURCES.**

1.22 Request for Proposals Protest Process:

1.22.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the

- protest; and
- A statement specifying the ruling requested.

1.22.6 Address Letters and Envelopes as Follows:

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- Attn: Chief Procurement Officer

By Mail:

PO Box 1293
Albuquerque, New Mexico 87103

In response to the COVID-19 pandemic the City will accept Protests via email during this period:

Jennifer Bradley, Chief Procurement Officer
jlbradley@cabq.gov

The message should clearly indicate “PROTEST” and the solicitation number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) is waived during the time of the COVID-19 public health emergency. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico,

87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.3.4 Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

1.23.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: THE PAY EQUITY FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE. TO OBTAIN A PAY EQUITY PREFERENCE CERTIFICATE, PLEASE CONTACT THE PAY EQUITY TASK FORCE BY TELEPHONE: (505) 768-3512 OR ELECTRONIC MAIL: oei@cabq.gov.

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Technical Proposal Format (Maximum page limit shall not exceed 20 pages, proposals exceeding this page limit shall be deemed non-responsive).

Section One

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

2.1.2 Firm Organization

- a) Give the following information for the main and each branch office:
 - i) Firm Name
 - ii) Address and telephone number
 - iii) Years in existence
- b) Give the following information for the principals:
 - i) Name and title
 - ii) Years with firm
 - iii) Years of related experience
- c) Give the following information for registered architects:
 - i) Name and title
 - ii) Years with the firm
 - iii) Years of related experience
 - iv) Places of registration
- d) Give the following information for the registered engineers:
 - i) Name and title
 - ii) Years with firm
 - iii) Years of related experience
 - iv) Places of registration

2.2 Cost Proposal Format-Approach to Cost, Section Two

2.2.1 Total Cost:

- a) Total Cost
- b) Please discuss the process and structure by which your fee will be determined. Provide specific fee and costs, if any, in addition to the fee which you propose.

c) State whether you are prepared to enter into a fixed-fee arrangement.

2.2.2 Reserved.

2.2.3 Reserved.

2.2.4 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

2.2.5 Cost Proposal Submission: The Cost Proposal shall be uploaded separately from the technical proposal in the City's eProcurement system. Do not include the Cost Proposal in your technical proposal. Failure to keep all costs separate from the technical proposal shall result in the Offeror's proposal being deemed non-responsive.

{INTENTIONALLY LEFT BLANK}

PART 3 SCOPE OF SERVICES

The Offeror shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided shall be within its authority and capacity. The intent of the three-phase approach herein is to eliminate unqualifying sites immediately upon determination, conduct a next-level analysis of remaining sites, and then conduct further site due diligence on a final preferred site. Prospective Offerors should develop and organize their proposal with this approach in mind.

The Offeror shall perform the following professional services:

Phase I – Site Evaluation and Preliminary Economic Feasibility

1. Size – determine whether the site size is feasible to accommodate the facility, which is expected to be approximately 8-10 acres. City and successful Offeror will initially discuss the project and confirm the acreage necessary for the project.
2. Orientation – determine whether the shape of the site will accommodate the anchor multi-purpose stadium orientated to meet recommended FIFA specifications, which include a north/south orientation within +/- 15 degrees.
3. Constructability – top level opinion of site feasibility to construct the project as envisioned such as topography, reasonable utility proximity, demolition requirements, parking, transit connections, land acquisition, and public entitlements.
4. Location – is the site reasonably located relative to the project purpose.
5. Project Economic Impact – initial direct and indirect economic impacts of project construction and operations.
6. Project Market Feasibility – initial project market analysis to quantify demand, market capacity, and other factors relative to the project’s economic feasibility.
7. Study Deadline – 100 days after contract is awarded.

Phase II – Site Feasibility and Economic Impact

1. Parking – provide an initial assessment of parking needs, potential parking inventory development within the site and parking assets within a 20 minute walking distance to the site, identifying specific parking types (private, public, garage, surface, etc.), owners, total capacities, other uses that could impact facility event availability (net available) and pricing.
2. Traffic – provide an initial opinion of ingress/egress circumstances, challenges and likely modifications that could/should be considered for facility operations.
3. Acquisition – provide an initial assessment of land assembly feasibility, including number of parcels required, owner, historical title transfer/price information, and rough estimate of land acquisition costs.
4. Commercial Development – provide an initial opinion of commercial development opportunity within the site and/or adjacent to the site.
5. Neighborhood Assessment – provide a description of any adjacent, abutting or otherwise impacted neighborhoods, communities, districts, or enterprises with an opinion of benefits and/or challenges to the project.
6. Economic Impact – extension of the project’s economic impacts which should be site

specific, such as adjacent, ancillary commercial development opportunities and catalytic influence for community redevelopment.

Phase III – Site Due Diligence/Concept Design

[**Note: The scope and specifications of this phase may be impacted by preferred site details. Offerors should propose an estimate or estimated range of cost based on the anticipated site size of 8-10 acres. Offerors acknowledge *City Administrative Instruction 3-4*, that in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.]

1. Program Development – with City input, develop a rough design program for the project in order to provide adequate information to due diligence contractors.
2. Concept Design – develop draft conceptual project design to depict facility orientation, adjacent development potential, basic facility look, operational perspectives, neighborhood connectivity, connectivity to parking facilities and public transportation, and other factors which will be determined in order to depict the project.
3. Phase I Environmental Analysis.
4. Survey (to be reviewed and agreed upon with the successful Offeror)
 - a. ALTA – to confirm and define property lines, boundaries
 - b. Utilities
 - c. Traffic Impact Study
 - d. Geotechnical (execution approach, boring specifications, and quantity reviewed and agreed upon with successful Offeror)

PART 4
EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals. The City will negotiate a contract with the firm ranked most qualified to perform the required services at a fee determined to be fair and reasonable to the City. If negotiations fail with the firm ranked most qualified, negotiations will commence with the next most qualified firm.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

300 -- Experience in providing consulting services on projects of similar nature and size;
a) Give firm experience for the past five (5) years, providing the following information:

- i) Year
- ii) Total Volume
- iii) Percentage breakdown by type of facility
- iv) Pending litigation and material claims

b) Describe firm's five (5) projects most similar to this project, giving the following information on each:

- i) Size
- ii) General description
- iii) Estimated cost at end of design development
- iv) Final cost
- v) Reasons for deviation
- vi) Estimated schedule for completion at end of design development
- vii) Actual completion date
- viii) Reasons for deviation
- ix) Services provided by your firm
- x) Names of your staff members involved and their responsibilities
- xi) Owner's representative: Name, Title, and contact information

200 -- Experience of proposed personnel assigned to this project; to perform tasks described in Part 3, Scope of Services.

- a) Provide the name, title, and a detailed resume for all members of the team you are proposing to work on this project.
- b) Provide a summary of each team member's authority, responsibilities, and availability of time each is expected to devote to perform the required services of this project competently and expeditiously.
- d) Provide an organization chart depicting your team's interrelationships and responsibilities. Also show any consultants you would require to fit into this organization.
- e) Would you be willing to contractually commit the time of key members?

200 -- Capabilities, supported by evaluation of previous clients, of how you have performed historically with respect to such factors as cost control, quality of work, and meeting deadlines;

100 -- Commitment by senior management to this project;

100 -- Innovation and creativity; Describe in no more than two pages, the major reasons why your firm should be selected for this project.

100 -- Total cost and overall approach to cost of service to the City. The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services.

4.2.2 Reserved.

4.2.3 Reserved.

{INTENTIONALLY LEFT BLANK}

PART 5
Instructions for PREFERENCE CERTIFICATION FORM
For City Local, Small, or Pay Equity Preferences and/or State Resident Business and Veteran Preferences
(Goods & Services)

1. ALL INFORMATION MUST BE PROVIDED. A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, "State Preference") are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS PROPOSAL**. For a Pay Equity Preference, the City Pay Equity Business Certificate **MUST** be attached. For State Preference the New Mexico State certification of eligibility **MUST** be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the Small business or Local Business Preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

4. APPLICATION OF PREFERENCES. The State Resident Business Preference or State Resident Veteran Business Preference shall be applied to any Proposals submitted that include a valid, State of New Mexico-issued, Resident Business or Resident Veteran Business Certification Number. The Small Business Preference, and the Local Business Preference shall be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. The Pay Equity Preference shall be applied to all Proposals submitted that include a City Pay Equity Business Certificate. The total percentage of all preferences awarded shall not exceed ten percent (10%).

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A Local Business is a business with its Principal Office and Place of Business in the Greater Albuquerque Metropolitan Area.
- A Small Business is a Local Business that employs an average of fewer than fifty (50) full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A Place of Business is a business' location in the Greater Albuquerque Metropolitan Areas that is staffed and open to the public on a regular basis.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.
- Pay Equity Preference shall be applicable as provided in City Ordinance 5-5-31 (as amended by C/S O-17-33).
- State Resident Business and State Resident Veteran Business shall be applicable as provided in 13-1-21 NMSA 1978.

6. ADDITIONAL DOCUMENTATION. If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Chief Procurement Officer shall determine the sufficiency of such documentation.

7. NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.

**VENDOR
PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

City of Albuquerque
Purchasing Division

One Civic Plaza – 7th Floor
P.O. Box 1293 Room 7012
Albuquerque, NM 87103
Phone: (505) 768-3320
Fax: (505) 768-3355



**Preference Type: (Check applicable preference/s) Local-City Business Small Business
 State Resident Business Preference State Resident Veteran Business Preference Pay Equity Preference**

Legal Name of Firm:

Contact Person:

Telephone:

E-mail Address:

Fax:

Mailing Address:

Physical Address (if Different):

Number of full-time employees working in the city of Albuquerque:

Attach 941 Tax Form

Check all that apply:

- I certify my company meets the following qualifications to be eligible for Local Business Preference:**
 1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
 2. Such location is staffed with full-time employees.
 3. Such location is open to the public on a regular basis.
 4. The vendor is operating or performing its business from this location.
 5. Note: A post office box shall not be considered a physical business address.
- I certify my company meets the following qualifications to be eligible for Small Business Preference:**
 1. Meets the requirements for a Local Business Preference (see above).
 2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form
- I certify that I am attaching the Pay Equity Business Certificate.** NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone: (505) 768-3512 or email: oei@cabq.gov.
- I certify that I am attaching the New Mexico State certification of Resident Business.**
- I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.**
- I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.**

Authorized Signature: _____ Date: _____
Printed Name: _____ Title: _____

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____.

Notary
My Commission expires on

PART 6
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (“City”), and _____, (“Contractor”), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, P_____, titled “_____”, which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to P_____, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

Provide Services in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within _____ years of the date of execution of this Agreement. This Agreement may be extended for up to _____ additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's

agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of

the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total

Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, [attached hereto](#), are hereby made a part of this Agreement.

24. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

25. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

26. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

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

CITY OF ALBUQUERQUE

CONTRACTOR:

Approved By:

By: _____

Chief Administrative Officer

Title: _____

Date: _____

Date: _____

_____, **Director**

Department _____

Date: _____