

**CITY OF ALBUQUERQUE  
NOTICE OF REQUEST FOR PROPOSALS FOR**

**ARCHITECTURAL CONSULTANTS FOR THE  
UPTOWN TRANSIT CENTER—TRANSIT-ORIENTED DEVELOPMENT PROJECT  
PROJECT NO. 5457.91**

**PROPOSALS DUE: MARCH 21, 2012**

Proposals from professional **ARCHITECTURAL** firms or persons to provide professional services for the above project will be received until **3:00 p.m.** on the date shown above, at the Selection Advisory Committee Office, Capital Implementation Program (CIP) Division Office, One Civic Plaza, 7th Floor, Room 7057, Albuquerque/Bernalillo County Government Center, Albuquerque, NM 87102. No proposals will be accepted after the time specified.

Request for proposal packets may be picked up at the CIP Division Office.

**Project Description:**

Conduct a site condition analysis to include geo-technical borings, archeological investigations, environmental assessments, traffic counts, utility analysis; prepare preliminary design development documents to include projected land use allocations, parking analysis, conceptual landscape plan, lot coverage analysis, conceptual building elevations; conduct a property legal status review; develop financial analysis for a Transit Oriented Development on the project site. Federal funds from the Federal Transit Administration (FTA) will support this project and the City of Albuquerque point deductions will not be applied. Respondents to this request must sign and submit with their proposals the FTA anti-lobbying and debarment/suspension certifications which are included in the RFP packet. In addition, any contract that may be awarded under this solicitation is subject to all FTA contractual requirements.

Respondents to this Notice of Request for Proposals may attend an **OPTIONAL** pre-submittal meeting on **WEDNESDAY, MARCH 7, 2012 at 10:00am in Room 7096, 7<sup>th</sup> floor, City/County Building, One Civic Plaza N.W., Albuquerque, New Mexico 87102**, at which time and place additional information will be presented and project related questions will be addressed.

Estimated Compensation: **\$150,000.00**

City Project Manager: **Lawrence S. Kline, FAICP, Telephone No. 505.724.3130**

Department: **Transit Department**

**Proposal Format:**

Respondents shall provide six (6) copies of their proposal. Interviews may be held from a "short list" of respondents determined by the Selection Advisory Committee. Short listed respondents will be required to make a presentation to the Selection Advisory Committee addressing project related items selected by the Committee. If interviews are not held, the proposal will be the basis for recommending firms or persons to the Mayor to provide professional services for the project. The format for the proposal plus the point value of each category that will be evaluated by the Selection Advisory Committee shall be as follows:

	<u>Points</u>
I. General Information	5
II. Project Team Members	10
III. Respondent Experience	25
IV. Technical Approach	35
V. Cost Control	15
VI. Quality and Content of Proposal	10
(Reserved for Committee Use Only)	

A copy of the Rules & Regulations and information concerning what is required in each category may be obtained from the Capital Implementation Program (CIP) Office.

Proposals shall be bound and limited to a maximum of fifteen (15) pages (single sided) excluding the introductory letter, any applicable agreement and insurance certificates, the title page, the table of contents, dividers between categories, and the front and back cover/binder pages. All other 8 1/2" x 11" pages shall be numbered. Any 17" x 11" pages shall be numbered as two pages. Drawings on 24" x 36" sheets shall be numbered as four pages. Your proposal should be as clear and concise as you can make it and still provide the Selection Advisory Committee with information addressing the requirements in each of the first five categories stipulated above (you do not respond to Category VI). Proposals longer than the specified page limitation will be rejected and will not be evaluated. The individual signing the proposal on behalf of a legal entity shall be a registered professional Architect.

If any significant text detailing any aspect of the current project, prior consultant projects or the consulting firm is found on any page not normally counted as part of the maximum page limitation, that page may be considered to be part of the respondent's proposal and may be counted as part of the maximum page limitation, as determined by the Administrator.

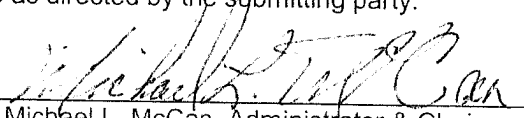
Selection of qualified professional firms and/or persons will be pursuant to the provisions of Section 14-7-2-1 et seq, of the Revised Ordinances of Albuquerque, New Mexico, 1994. The Selection Advisory Committee meeting to determine recommended selections will be held at least two weeks after receipt of the proposals. For exact time and place call the Capital Implementation Program Office at **505.768.2555 after March 21, 2012.**

Anyone submitting a proposal in response to this notice must agree to enter into the Standard Agreement that applies to the project and to meet the insurance requirements described in that Agreement. All proposals submitted shall contain a fully completed and executed "Agreement and Insurance Certification" form. At least one copy of the respondent's proposal must contain the required Agreement and Insurance Certification form containing an original notary seal. Proposals not containing this form shall be non-responsive and shall not be considered for evaluation. A copy of the Standard Agreement that shall be used for the project and the "Agreement and Insurance Certification" form may be obtained from the Capital Implementation Program Office at the address given above.

For those projects which are federally funded, the selected firm and/or persons will be required to comply with the applicable federal requirements including those relating to Equal Opportunity in Employment.

Basic Services compensation for those firms and persons who are selected to provide services for the listed project will be negotiated in accordance with Section 14-7-1 et seq, of the Revised Ordinances of Albuquerque, New Mexico, 1994, entitled "Compensation for Services of Consulting Engineers, Architects and Landscape Architects."

Responses received pursuant to this advertisement may constitute public records of the City of Albuquerque subject to disclosure to any interested party under the Inspection of Public Records Act (Section 14-2-1 through 14-2-3 N.M.S.A. (1978)). A responding firm and/or person submitting a response believed to contain "trade secrets" within the meaning of Section 30-16-24 N.M.S.A. (1978) should clearly designate the response as such by printing the words "TRADE SECRET" on the top portion of the front cover of their response. The responding firm and/or person may restrict distribution of their response to only those individuals involved in review and analysis of responses. The City of Albuquerque will attempt to restrict distribution of a designated response as directed by the submitting party.

Signed:   
Michael L. McCann, Administrator & Chairman  
Selection Advisory Committee  
Department of Municipal Development

To be published in the Albuquerque Journal on February 15, February 22 and February 29, 2012.

**Federal Transit Administration  
Required Contract Clauses and Certifications**

1. **Fly America.** The Contractor shall comply with 49 U.S.C. 40118 (The “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 GFR Part 301-10, which provide the recipients and sub-recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
2. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by regulation. The Contractor agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
3. **Energy Conservation Measures.** The Contractor agrees to comply with \ mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. **Clean Water Requirements.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. **Prohibition Against Use of Funds for Lobbying.** Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required with all bids or offers on FTA funded contracts.
6. **Access to Records and Reports.** The Contractor shall comply with requirements of 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17. The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
7. **Federal Changes.** Contractors shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October, 1997) between the City of Albuquerque and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.
8. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office.
9. **Recycled Products.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 427, and Executive Order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247.
10. **No Government Obligations to Third Parties.** The Contractor and the Owner acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**11. Program Fraud and False or Fraudulent Statements and Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract finance in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**12. Debarment and Suspension.** This contract is a covered transaction for purposed of 49 CFR Part 29. As such, the Contractor is required to verify that none of the contractor, its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Contractor shall provide certifications required by the Department of Transportation regulations, "Government-wide Debarment and Suspension", 40 C.F.R Part 29, and otherwise comply with the requirements of those regulations. Certification is required.

**13. Civil Rights Compliance. Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 3030 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. **Equal Employment Opportunity** – The following equal employment opportunity requirements may apply to the underlying contract: **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of a Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition the Contractor agrees to comply with any implementing requirements FTA may issue. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition the Contractor agrees to comply with any implementing requirements FTA may issue. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor further agrees to include these requirements in each contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**14. Disadvantaged Business Enterprise.** a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by *Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprise (DBE) is 10%. The City's overall goal for certified DBE participation is 0.09%. A list of certified Disadvantaged Business Enterprises can be obtained from the New Mexico State Highway and Transportation Department, Office of Equal Employment Opportunity Programs, P.O. Box 1148, Santa Fe, New Mexico 87504-1148. A separate contract goal has not been established for this procurement. b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as deemed appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in the paragraph (see 49 CFR 26.13 (b)). c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work. In addition, the Contractor may not withhold retainage from its subcontractors. d. The Contractor must promptly notify the City

whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

**15. Incorporation of Federal Transit Administration (FTA) Terms.** All contractual provisions required by U.S. Department of Transportation, as set forth in FTA Circular 4220.1E, and subsequent amendments are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request, which would cause the City of Albuquerque to be in violation of FTA terms and conditions.

**16. Special Provisions. Text Messaging While Driving.** In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the SUBGRANTEE is encouraged to comply with the terms of the following Special Provision.

- a. Definitions. As used in this Special Provision:
- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
  - (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - (a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
  - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks

associated with texting while driving.

(3) Include this Special Provision in its subcontracts and third party contracts and also encourage its subcontractor's, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subcontract, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

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**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
(Name and title of Official)

\_\_\_\_\_ that;  
(Name of Firm)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less then \$10,000 and not more then \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The \_\_\_\_\_, certifies to the best of its knowledge and  
(Contractor)  
belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this contract been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE CONTRACTOR, \_\_\_\_\_ CERTIFIES OR  
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND  
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. sub-section 3801 ET SEQ.  
ARE APPLICABLE THERETO.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
Title of authorized official)