

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2011-003-JR

Albuquerque Rail Yards Development



Due Date: Friday September 10, 2010 NLT 4:00 p.m. (Local Time)

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

Pre-proposal Conference:

Tuesday, July 13, 2010, 9 AM

Tour Location – 1100 2nd Street, SW, 87102 (Rail Yards property)

11 AM Question & Answer, Location – One Civic Plaza NW

City Hall, 400 Marquette Avenue NW 87102

9th Floor City Council Committee Room.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

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NOTICE TO OFFERORS

This RFP is issued as a result of City Council Resolution R-08-47 which formed the Rail Yards Advisory Board (the “Board”) for the purpose of establishing a public competitive process for the selection of a Master Developer. In order to meet the requirements of the Resolution and the Board, the traditional RFP process has been revised in several ways, creating a new form of competitive solicitation as approved by the City’s Purchasing Officer. Please see Part 2, Instructions to Offerors, Section 1.26 for more information regarding process changes.

INTRODUCTION

I.1 Overview: The City of Albuquerque (City) is requesting sealed proposals for the selection of a Master Developer to plan, design, implement, and manage a mixed-use redevelopment of the City-owned 27.3-acre site containing Historic Locomotive Shops (a.k.a. the “Rail Yards”) (see **Appendix A for maps and photographs; also see Appendix N for a “Visual Tour” of the site**).

The City is interested in selecting a development team to plan, design, finance, construct and operate a mixed-use development to be substantially housed in a group of historic steam locomotive repair shops constructed in the 1910s and ‘20s and from which railroad operations were terminated in the 1960’s.

The City’s vision for the redevelopment is mixed-use and must include, by City Resolution, a minimum of thirty (30) units of Workforce Housing as defined in the City’s Workforce Housing Opportunity Act (**Appendix B**) and a transportation museum (Museum) to be operated by the WHEELS (“We Have Everything Everyone Loves Spinning”) Museum Foundation (a local 501c.3 corporation) (**Appendix C**).

Further, the City’s Rail Yards Advisory Board, which is charged with selecting the Master Developer, envisions diverse uses for the site such as, but not limited to and in no particular order:

- Light manufacturing
- Indoor athletic recreation area
- Outdoor common venue for sales of goods, such as a public market
- Mixture of general retail and office space
- Film studios or production facilities
- A school, particularly focused on training and job development for the area
- Small social service venues such as a day-care center and clinic
- An amount of outdoor public gathering space
- Hotel
- Market-rate housing as part of a mixed-income development
- Restaurant space to serve the local area as well as the city at large
- Grocery store

This list of uses is not required, and the Offeror is free to consider any other land uses it feels are consistent with the general goal of redeveloping the site as a mixed-use project. In order to achieve a wide range of uses, Offerors are encouraged, but not required, to seek partnerships and diverse funding sources.

In summary, the purposes of the redevelopment project are to:

1. ***Develop Workforce Housing and a Museum to be operated by the WHEELS Museum*** to meet legislative requirements (**Appendix D**);
2. ***Establish a focal point for social and commercial activity***;

3. ***Restore connectivity*** between the site and adjoining neighborhoods, and strengthen connections with other area amenities and resources;
4. ***Catalyze further neighborhood redevelopment*** in collaboration with the Barelás and South Broadway neighborhoods (**See Appendix E, “Barelás Community Vision” and “South Broadway Community Vision”**);
5. ***Preserve and re-use*** the site’s historical architectural assets and unique visual environment;
6. ***Stimulate redevelopment*** of Albuquerque’s greater downtown area;
7. ***Maximize transportation opportunities*** offered by proximity to the “RailRunner” Commuter Train Station, City transit hub, and bicycle network;
8. ***Generate employment opportunities***, with a mix of living- and high-wage jobs, as well as job training; and
9. ***Provide for the substantial public and social needs of the community***, including, for example, health care, job training, education, immigrant services, and childcare.

The selected Offeror will be expected, through a phased process described in Section 3 of this RFP, to develop and implement a comprehensive plan for redevelopment that will minimize the City’s development and financial risk and mitigate or eliminate the City’s operating responsibility and risk.

I.2 The Opportunity: The City of Albuquerque is pleased to offer this opportunity to redevelop the Rail Yards, an important historic site, consisting of 27.3 acres of land and 360,000 sq. ft. of Historic Locomotive Shops (**see Appendix F for construction documents and dimensions of major buildings**). The site is centrally located near Downtown Albuquerque and between two culturally rich neighborhoods. The existing buildings are striking examples of industrial architecture, and the outdoor spaces created by them are equally commanding. There is vacant land available for new development as well as enormous potential in the re-development of the existing buildings. In addition to street access, the site can be creatively connected to the entire state by means of the railroad tracks that border the site. Establishment of a Museum under the aegis of the WHEELS Foundation has significant potential to be an active draw for tourism and education that may well have world-wide appeal. The site is centrally located to many other points of interest within the city, including the Fourth Street and South Broadway corridors, the National Hispanic Cultural Center, the South Broadway Cultural Center, the Zoological Park, and two historic national roads – El Camino Real and Route 66. Slightly further afield are downtown and the Convention Center, the East Downtown area, Old Town and its complex of fine museums, and the University of New Mexico. The Albuquerque International Airport (Sunport) and the Kirtland Air Force Base/Sandia National Laboratories complex are nearby.

The City is pursuing the total redevelopment of the site to benefit and spur responsible revitalization of the adjacent neighborhoods, provide residential, commercial, and cultural amenities to serve not just the region but the state and nation, provide Workforce Housing opportunities, offer opportunities for significant economic development,

including the provision of employment and retail/commercial services, and offer an education and tourism opportunity in the WHEELS Museum. These non-historic uses of the complex will require compatible design and additional effort but also result in round-the-clock occupation of the site. Whatever mix of uses is finally decided upon, the re-use of the buildings, the use and extension of the outdoor spaces between the buildings, and the re-connection of the site to the community at large will once again bring the people of Albuquerque, as well as the region, state, nation and world, a place of community pride and achievement.

I.3 Albuquerque: The City of Albuquerque is located in Bernalillo County, New Mexico, with a population estimate of 482,498, as of 2005, according to Claritas statistics. Approximately 80% of the residents of Bernalillo County are also residents of the City. The estimated greater metropolitan population is 782,916, as of 2005, according to Claritas statistics. More detailed information about Albuquerque may be obtained from the U.S. Census Bureau, the University Of New Mexico Bureau Of Business and Economic Research, and the Bureau of Economic Analysis.

With a diverse landscape of 10,000-foot tall mountains, volcanic cones, and river valley the Albuquerque area was one of the first populated areas of the United States. The ancestors of our Native American Pueblos or “peoples” arrived in the river valley as long as 12,000 years ago. The confluence of the Rio Grande River and a pass through the mountains to the east (Tijeras Canyon) caused this spot to be selected for the establishment of a new Spanish village – the Villa De Alburquerque – in 1706. Thus Albuquerque is one of the oldest cities in the New World. Another century saw the arrival of the first trappers and traders from the east, culminating in the establishment of the Santa Fe Trail.

The physical setting of the city lends itself to an outdoor lifestyle that complements its intellectual prowess. It is set at an elevation of 5,000 feet, between the Sandia Mountains and a line of volcanic cones, on the banks of the Rio Grande River. The climate is delightfully “four-season” with over 300 annual days of sunshine. It has an award-winning recreational trail system, clean skies and water, and is consistently ranked very high by such health-oriented organizations as “Outside” magazine (Top Ten Healthy Communities - #6 in 2009) and US News and World Report (Top 10 Places to Live in July 2009), which cited the city’s “clear skies, trails, and a strong economy.”

The last point about a strong economy is important. Albuquerque is known for combining prudent fiscal management with a progressive attitude towards development. Major organizations use such terms as “affordable labor,” “work force quality,” “incentives” and “ease of working with local officials” as reasons why Albuquerque is a good place to do business and continues to maintain high bond and credit ratings.

I.4 History of the Site – Industrial Architecture, Employment, and Community: Between 1880 and 1930, the single most important factor in Albuquerque’s

transformation from a farming village to a commercial and industrial center, and its emergence as the leading city of New Mexico, was the railroad. Throughout this period, the Santa Fe Railway was the city's leading employer, culminating in an estimated 1500 employees during World War II. The Historic Locomotive Shops on the Rail Yards site were built between 1914 and 1924, evoking local pride and prompting prosperity. Because of the railroad's leading role, the remaining structures are now the most prominent reminders of this important period in Albuquerque's history.

Historic Preservation

The Santa Fe Railway demolished its landmark Hotel Alvarado in 1970, removing the most treasured of Albuquerque's railroad buildings after a local preservation effort stalled. Its loss informs local thinking about the value of the city's remaining historic buildings, especially those of the railroad.

In 1986 the Santa Fe Railway demolished the Roundhouse, Power Plant, and 230-foot smokestack, thwarting the City's attempt to designate the complex as a City Landmark, which could have helped prevent demolition. Again Albuquerque's railroad architectural heritage was harmed, drawing even more attention to what remains of the massive Historic Locomotive Shops.

The sixteen structures remaining from the shops complex constitute the largest historic industrial plant in the state. They employ a variety of materials and features which reflect the rapid innovation of industrial design and architecture at the time. Several of the buildings, because of the quality of their design, construction, and style, are particularly good representatives of this industrial aspect of the city's history and are eligible for listing in the New Mexico Register of Cultural Properties and National Register of Historic Places, as well as designation as Albuquerque City Landmarks (**see Appendix G for eligibility list**).

The sheer grandeur of the largest shop buildings is compelling as a matter of both preservation and redevelopment. Giant spaces once filled with workers and machines, noise, and heavy air are now vacant. Though empty to the eye, they're jammed with expectations -- employment, economic development, community activity, housing, tourism, and delight. Defined by structural systems that admit daylight through acres of glass, these buildings present opportunities and challenges worthy of an experienced development and design team.

Creating Employment Opportunities and Community Connections

Once home to many of the shops' workers, the Barelás and South Broadway neighborhoods stand to gain from appropriate redevelopment of the complex. Having lived alongside the railroad and related heavy industry, however, residents of these neighborhoods are deeply concerned about the effects, favorable and otherwise, of any proposed redevelopment. Both the Barelás and South Broadway Sector Development Plans (**Appendix H**) note the critical role the railroad played in their development, and both advocate job creation on the site and restoring the site's once-strong connection between the two communities.

Not evident today but discernible in early 20th century photographs, part of the shops complex was planted with trees, making an apparently smooth transition between it and the Barelás residential area to the west of 2nd Street. Indeed, the railroad once owned buildings in the residential area, and there was a gradual transition between the industrial and residential uses, not a hard edge as now exists at 2nd Street. Recreating a smooth transition is very much desired in the redevelopment.

Adapted from: The Historic Railroad Buildings of Albuquerque, An Assessment of Significance (Chris Wilson, August 1986)

I.5 Need to Redevelop the Site: Ever since it was vacated by the railroad, there has been strong public interest in redeveloping the site, which has a central role to the two neighborhoods and strengthening downtown. During the 1980s and 1990s, the Rail Yards changed hands in private ownership numerous times. Some past proposals include:

1. The New Mexico World Center (1999)
 - a. Exposition Center, Train Station, Transportation Museum (WHEELS)
 - b. \$30,000,000 minimum anticipated budget
2. Albuquerque Station (2003) – The Urban Council/Renaissance Development Co.
 - a. 240,000 sq. ft. exposition center, two hotels with 1,100 rooms, 50,000+ sq. ft. retail/restaurant space
 - b. \$260,000,000 anticipated budget
3. Digital Film Studio (2004-2005) – Digital Media Group/Albuquerque Studios/Build New Mexico
 - a. Six sound stages, offices, screening rooms
 - b. Other uses proposed: day-care facility, restaurants
 - c. 200+ employees
 - d. \$50,000,000 anticipated budget
 - e. Plan withdrawn in January 2006
4. Wind Turbine Manufacturing Plant / Wind Energy R&D (2006) – The Urban Council/Renaissance Development Co.
 - a. 300 employees
 - b. Deal would have offered incentives to manufacturer: job training funds, tax credits, industrial revenue bonds

(See Appendix I for newspaper reports on past proposal and recent history)

The City had long expressed a desire to obtain ownership of the property in order to ensure that its redevelopment would benefit, first and foremost, the neighboring communities that developed around and depended on the activity of the original shops. In November 2007, the City was able to purchase the site and began taking initial steps to prepare it for redevelopment.

With the City taking ownership of the property, there is, for the first time, an opportunity to redevelop this site through a public process and ensure that significant public result

from redevelopment. In its current condition, the site is considered a blighted area but one with vast potential and strong community connections. The City envisions that the successful redevelopment of the site will serve as a catalyst for revitalization and responsible development in both the Baretas and South Broadway neighborhoods that are adjacent to it.

In February 2008, as a first step in understanding the potential for and obstacles to redeveloping the site, the City, along with the University of New Mexico's School of Architecture and Planning and the WHEELS Museum, commissioned an Urban Land Institute Advisory Services Panel to study and make recommendations for redevelopment of the site (**Appendix J**). The ULI Advisory Services Panel report on the Albuquerque Rail Yards should be considered by Offerors as a reference document rather than a guide or mandate for redevelopment proposals. Its recommendations should be considered in conjunction with the many other supporting materials and documents that are provided as appendices to this RFP. Following the ULI Panel and as a result of one of its recommendations, the City Council adopted a resolution establishing the City of Albuquerque Rail Yards Advisory Board for the purpose of promulgating this Request for Proposal.

The charge to the Rail Yard Advisory Board is first to select the Master Developer. The successful Offeror will then be expected to work with the City, the Advisory Board, and other stakeholders to develop and implement a mixed-use redevelopment plan, in four phases as outlined in Part 3 (Scope of Work) of this RFP.

There has never been a stronger sense of public will to redevelop the site, and the City's presence as the land-owner lends a new dimension. In contrast to previous proposals, which assumed 100% private ownership, planning and development, the City desires to enter into a public-private partnership for both master planning and development.

I.6 Factors for Consideration:

I.6.1 Site. The site is 27.3 net acres in size, and 16 existing buildings comprise 360,000 square feet of floor area. There are approximately 11 acres of vacant land, exclusive of the pre-existing railroad turntable, over which the Burlington Northern railroad retains an easement.

I.6.2 Landmarks and Historic Preservation. One building, the Fire Station, is listed as a City Historical Landmark. Others are capable of being designated (**see Appendix G for eligibility list**).

I.6.3 Environmental Remediation. The site is partially remediated. Environmental cleanup of the site will need to be completed (**see Appendix K for a summary of environmental issues**).

I.6.4 Utilities. Water and sewer lines are located in 2nd Street. Statements of

Water and Sewer Availability from the requisite public agencies must be based on a list of proposed land uses and are required for site plan approval for any similar project in the City. The provision of "dry" utilities to the site should be examined with the individual franchises.

I.6.5 Drainage. A storm sewer system is available to the site, but City regulations limit discharge to historical rates, thereby implying that a portion of the stormwater will have to be retained on the site. Drainage studies are a standard requirement for any development of this size in the City to ensure that historical discharge rates are maintained and adjacent properties will not be negatively affected by increased runoff.

I.6.6 Streets. Direct access to the street system at this time is via First and Second Streets. The area to the west of the site is a standard urban grid; the three main east-west streets which access the site are Pacific, Cromwell, and Santa Fe, all of which connect to the Fourth Street Corridor. Traffic studies are a standard requirement for any development of this size in the City.

I.6.7 Parking. Other than on-street parking on First and Second Streets, there is little public parking associated with the site; thus it should be considered that all parking will be accommodated on the site itself.

I.6.8 Other Transportation Modes. The site is proximate to the tracks of the New Mexico RailRunner commuter train, and the center of the site is about 3000 feet south of the RailRunner Downtown Station. RailRunner connects the City of Belen to the City of Santa Fe, and in 2007 the ridership was well over 500,000 passengers.

The RailRunner shares its location with the City's Alvarado Transportation Center, where the City's Rapid-Ride Express services, local busses, and Downtown Circulator Bus all have a common terminus. By means of the Transportation Center, the downtown employment population of 20,000, the seats of City and County Government, and the major financial institutions of the state are all easily accessed. The site is also proximate to Bus Line #54 on South Fourth Street, which travels the retail corridor of Fourth Street to the National Hispanic Cultural Center. 2nd Street, which borders the Rail Yards on the west, is in the process of being converted from a one-way (northbound) roadway to a two-lane roadway with bicycles lanes. The Offeror is encouraged to examine how utilization of these unique site assets could further the goals of the Project.

(See Appendix L for transportation system study)

I.6.9 Zoning: The site is currently zoned SU-2/HLS Historic Locomotive Shops Zone under the Barelás Sector Development Plan.

I.7 Incentives: The State of New Mexico and the City of Albuquerque have available to them certain forms of incentives which may be applicable to this project, including:

1. Affordable Housing Assistance
2. Business Improvement Districts
3. Industrial Revenue Bonds
4. Local Economic Development Act
5. Metropolitan Redevelopment Bonds
6. Neighborhood Improvement Districts
7. New Market Tax Credits
8. New Mexico Exposition Authority Bonds
9. Public Improvement Districts
10. Public Project Revolving Funds
11. Renewable Energy Tax Credits
12. Tax Increment Financing
13. State of New Mexico Incentives for Jobs Development

(See Appendix M for list of links to incentives)

This list is not exhaustive, and neither should it be assumed that any or all of these can be applied simultaneously to the redevelopment. Offerors are reminded that the listed incentives are subject to possible future amendments to applicable local, state and federal laws, regulations and policies that govern those incentive programs

I.8 Project Goals: In summary, the Rail Yards Advisory Board has established the following goals for this project:

1. Redevelop the 27.3-acre historic Rail Yards site to provide economic development opportunities and serve Baretas and South Broadway residents as well as those of Albuquerque and surrounding communities;
2. Preserve and re-use the historic buildings and spaces represented by the Historic Locomotive Shops;
3. Identify and attract tenants and events due to heightened aesthetics, service, quality and comfort levels and the location of the site;
4. Construct a minimum of thirty (30) units of Workforce Housing;
5. Provide a venue for a Museum to be operated by the WHEELS Foundation;
6. Be a model of mixed use that will accommodate multiple tenants, providing needed venues and services to the immediate neighborhoods and city at large, and create a “Live/Work/Learn/Trade/Play” environment;
7. Provide a mix of living and high-wage employment, as well as opportunities for on-the-job training;
8. Attract visitors from all over the region, state, country, and world;
9. Take advantage of and connect to area amenities, including public transportation and cultural facilities;
10. Be sensitive in scale and transition to the historic gateway to the Baretas and

South Broadway neighborhoods;

11. Further the goals, policies, and recommendations in the Albuquerque/Bernalillo County Comprehensive Plan, the Barel原因 Sector Development Plan (2008), the South Broadway Sector Development Plan (1986), and the Downtown 2010 Plan (2000) **(links to plans can be found in Appendix H)**;
12. Complement, not compete with, existing small, local businesses in the area, specifically on 4th Street in Barel原因 and South Broadway Boulevard;
13. Create public gathering spaces for all to access and enjoy;
14. Generate new streams of revenue for the City and State;
15. Integrate with, and complement other, existing and proposed features and attractions in the area. Some of these features and attractions are the Albuquerque Zoo and BioPark, Tingley Beach, Rio Grande State Park (the Bosque), the National Hispanic Cultural Center, the South Broadway Cultural Center, Old Town and its museums, Downtown Albuquerque and its amenities, the Alvarado Transportation Center, the Historic 4th Street Corridor (the El Camino Real, Route 66, and Route 85), destination retail and restaurants, parking facilities, sports venues (Isotopes Park, the Pit, UNM football stadium), and the Albuquerque International Airport (Sunport) **(See Appendix A, Context Map)**;
16. Develop a financing and implementation package that will mitigate or eliminate public subsidies and minimize costs, obligations and exposure of the City for both construction and operation of the Rail Yard Redevelopment and its associated facilities.

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PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2011-003-JR, "Albuquerque Rail Yards Development"

1.2 Proposal Due Date: Friday, September 10, 2010 NLT 4:00 PM (Local Time)
The time and date proposals are due shall be strictly observed.

1.2.1 Instructions regarding Pre-Proposal Conference: Tuesday, July 13, 2010, 9 AM Tour, Location – 1100 2nd Street, SW, 87102 (Rail Yards property), enter from 2nd Street just north of Cromwell Avenue; 11 AM Question & Answer, Location – One Civic Plaza NW (City Hall, SE corner of 5th Street and Marquette Avenue), 87102, 9th Floor City Council Committee Room.

1.2.2 Non-Mandatory: This is not a mandatory pre-proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarification or addenda resulting from this meeting. **Appendix N** contains a “Visual Tour” of the site that is intended to help familiarize and orient Offerors who are not able to attend the tour with the features of the site.

1.2.3 Questions: The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the purchasing representative on the **day of the conference**.

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, 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, (the "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 ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this 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 Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, 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: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (the “Regulations”) are written to clarify and implement the provisions of the Public Purchases Ordinance (the “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 offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances 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 Resources Department.

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

1.5.5 Insurance and Bonding Compliance: Acceptance of offer 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 contracts 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

contracts, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: 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 offer or in the management of its business if awarded the contracts resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer 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.

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

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 contracts resulting from this RFP.

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Joe G. Rael, Internal Services Supervisor,
Department of Finance and Administrative Services, Purchasing Division,
- Phone:(505) 857-8675 or E-Mail: jgrael@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contracts resulting from this RFP will be managed by various City Departments, which will be designated for each phase of work.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contracts or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, Basement Level, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **only once** per day usually at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 12 copies of your Proposal.**
- **Soft Copy - Submit 1 Original Proposal on a CD.**

1.9.6 Modification or Withdrawal of Offer: Offers may be modified by submittal of a substitute or supplemental proposal to the City Clerk's Office following the submission requirements set out above. Offers may be withdrawn by written request provided to the City Clerk. In either case, such action must occur prior to the hour and date specified for receipt of offers.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments to the Request for Proposals: Receipt of an amendment to the Request for Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, (b) by letter, or (c) by mention in your proposal. Such acknowledgment may be submitted with your offer.

1.12 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.

1.13 Draft Agreement: A copy of the Draft Agreements to be entered into for Phases 2 and 3 are attached. Please state that you accept the terms and conditions of the Draft Agreements, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

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

1.17 Debarment of Offeror: 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 State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 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.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract terms for Phases 2 and 3 shall each be for a one year period from the effective date of the contract and/or final execution by the City and each may be extended for an additional two years on a year-by-year basis. The contract term for Phase 4 shall be as required by the approved Master Plan developed in Phase 2.

1.18.4 Type of Contract: Phase 2 -- Professional technical services contract in return for development rights or as otherwise proposed by the Offeror. Phase 3 -- Design contract in return for development rights or as otherwise proposed by Offeror. Phase 4 -- To be determined by the Master Plan developed in Phase 2.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: The file 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 signed by the Mayor, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror's main proposal, placing it in a sealed envelope and marking it as "Confidential". Pricing and makes and models or catalog numbers of the items offered, deliveries, and terms of payment should not be so designated. The City of Albuquerque will endeavor to restrict distribution of material separated, placed in a sealed envelope and designated as "Confidential" to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the

New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP.

1.23 Preferences: Preferences for local, small and resident businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 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 Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

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

1.24.4 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 Purchasing Officer. The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 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;
- 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.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque
 - Purchasing Division
 - PO Box 1293
 - Albuquerque, New Mexico 87103
- RFP Number
PROTEST

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 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 contracts 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 contracts. Upon execution of each 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 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.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under any contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) 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.

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

1.25.3.1 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.

1.25.3.2 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.

1.25.3.3 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.

1.25.4 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.

1.25.5 Additional Insurance and Bonds:

For Phase 3, the selected Offeror will be required to provide to the City, in compliance with Section 1.25.1 above, a professional liability insurance policy

with liability limits in an amount not less than \$1,000,000 per claim and in the aggregate.

For Phase 4, depending on the Master Plan approved by the Board in Phase 2, the City reserves the right to request additional insurances and bonds as required for City public works projects, including, but not limited to Builder's Risk insurance, Owners Protective Liability Insurance, Performance and Labor and Material Payment Bonds.

1.26 CHANGES IN PROCESS: This RFP is issued as a result of City Council Resolution R-08-47 which formed the Rail Yards Advisory Board (the "Board") for the purpose of establishing a public competitive process for the selection of a Master Developer. In order to meet the requirements of the Resolution and the Board, the traditional RFP process has been revised in several ways, creating a new form of competitive solicitation as approved by the City's Purchasing Officer. The principal changes in the RFP process are the following:

1.26.1 Ad Hoc Selection Committee. The entire Rail Yards Advisory Board will serve as the Ad Hoc Selection Committee. Any members unable to attend a meeting will be dropped from the committee and will not participate in the scoring.

1.26.2 Confidentiality of Proposals. Proposals will not be open to the public until after evaluation by the committee is completed.

1.26.3 Open Meetings. Proposals will be evaluated and discussed in open meetings. Notice and other open meeting requirements will be met.

1.26.4 Screening of Proposals. If a significant volume of proposals are received, a committee of City staff and subject matter experts will score proposals based on the evaluation criteria and provide only the top ranked group of proposals to the Board for review.

1.26.5 No Cost Evaluation. The Board will evaluate proposals on qualifications only. No cost criteria are established and no cost proposal will be required.

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PART 2 PROPOSAL FORMAT

Offerors are encouraged to consider a broad vision for this redevelopment as outlined in the Project Goals in the Introduction Section above. The selected Offeror must be experienced and skilled in adaptive reuse, brownfield, and mixed-use development, financing, design, construction, and operations, and must possess the desire and skills to integrate this facility with the goals, policies, and recommended actions set forth in the Albuquerque/Bernalillo County Comprehensive Plan, the Barelás and South Broadway Sector Development Plans, and the Downtown 2010 Plan. Offerors are encouraged to consider a broad range of development components as they develop their response and to integrate the necessary skills and capabilities into their project team.

Offerors must supply all the information requested in this section in addition to providing the materials required under the Scope of Work (Section 3).

Response Format: As stated herein, the Offeror shall provide one (1) original electronic copy of the Response and one (1) original and twelve (12) copies (13 total) of hard copies of the Response. The original copy of the response shall be clearly labeled "Original" and shall be unbound and single-sided. The Response shall be presented in sequence and include all information requested in **Sections 2.1 – 2.4 below**. The sections of the Response must be tabbed and clearly identifiable. **There is a 25-page combined limit for Sections 2.2 and 2.3; a minimum of 12-point font must be used throughout the Response.** The City will not provide any reimbursement for the cost of developing or presenting responses in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's response.

2.1 Offeror Identification: State the name and address of your organization or office and the nature of the organization (individual, partnership or corporation, private or public, profit or non-profit). If the Offeror is a team of businesses which is not formally organized, please so state. Significant subcontractors, if any, must be identified in a similar manner. Include the name and telephone number of person(s) in your organization authorized to negotiate any Contract which may arise from responding to this RFP. Submit a statement of compliance with all laws stated herein as follows:

2.1.1 State the names, addresses, telephone numbers, facsimile numbers and e-mail addresses of all Offeror team members, consultants and entities, including a project organization chart for each indicating key personnel, responsibilities, and relationships within the organization and the designated lead project coordinator. In response to this RFP, the Offeror is not precluded from identifying, as part of the Offeror's team, persons or entities that would be responsible for one or more functions within the proposal even though those persons/entities may also be identified in another Offeror's response.

2.1.2 State the names and qualifications of all members of Offeror's board of directors.

2.1.3 State the names, employers, addresses, and qualifications of all known professional consultants to be used on the project. Document that the individuals or entities responsible for planning, architectural design, engineering design, general contracting or subcontracting services are properly licensed or registered to perform such services in the State of New Mexico, as required by the relevant regulatory board or the Construction Industries Division. Design consultants must be sufficiently covered by professional liability insurance and construction contractors must be fully bonded and insured (New Mexico State and local licenses for professionals will be required as mandated by law).

2.1.4 Provide a diagram of the proposed team structure, clearly describing who the primary responsible entities and individuals are (if applicable), as well as the roles and responsible individuals of each entity and the planned subcontractors. Include all known contractors and subcontractors who will be on the development team. The inclusion of New Mexico based entities in project teams is highly encouraged.

2.1.5 State the Name and address of Offeror's insurance carriers and description of Offeror's proposed insurance coverage for the project.

2.1.6 Provide a copy of Offeror's and each team member's entity formation documentation, if applicable. For example, if a corporation, provide a copy of articles of incorporation and bylaws. If a partnership, provide a copy of partnership agreement. If a 501(c)(3) corporation or entity, provide documentation from the Internal Revenue Service confirming that status.

2.2 Successful Experience of the Offeror: Each Offeror shall provide information on the following:

2.2.1 Similar Projects: Offeror shall provide detailed information on the Offeror's and/or team members' experience with developing at least three (3) projects of a similar nature. "Similar Projects" means projects that entailed historic preservation/adaptive re-use of historic structures, mixed-use development, and/or brownfield redevelopment. This detail shall include a description of the project, dates of the project, and client contact name, address and phone number. Describe the roles of each of the team members and the specific experience these team members and individuals have working together to successfully complete projects of the type described in this RFP.

2.2.2 Financing: Provide examples of Offeror's and/or team members' ability to obtain structure and implement financing for successful historic preservation, mixed-use, and/or brownfield redevelopments.

2.2.3 Overcoming Technical Constraints: Provide examples of Offeror's and/or

team members' ability to successfully overcome project development barriers and technical constraints.

2.2.4 Public Sector and the Community: Each Offeror shall provide examples of successful relationships with the public sector in the development of projects or as a partner with the public sector in project development. This should include project and contact name, address and phone number. Each Offeror should describe any redevelopment projects proposed by that Offeror's team or any team member to any public sector entity that was approved at a concept level but is not yet constructed, together with a description of the reasons the project has not been constructed. The "Public Sector" in this context shall include successful cooperation with both governmental agencies and non-governmental organizations, such as neighborhood groups and coalitions and public interest groups.

2.3 Proposed Approach to the Scope of Work: Each Offeror shall provide a description of its proposed approach to the Scope of Work (as detailed in Part 3 of the RFP). The narrative should include, at minimum, the following:

2.3.1 An explanation of the proposed approach to the overall Scope of Work as well as each Phase of the redevelopment process.

2.3.2 A description of how this method will take into consideration the project goals, purposes, and factors for considerations that are described in the Introduction to the RFP.

2.4 Offeror's Financial Information: Each Offeror shall provide information regarding Offeror's financial capability to undertake the planning, design, construction, operation and management of mixed-use and brownfield redevelopments. The information shall include:

2.4.1 Annual Reports, financial ratings, and other supportive information indicating the financial condition of the Offeror, all subsidiary units and the parent organization, and all team members, for the last five years.

2.4.2 Names, addresses and telephone numbers of banks, financial and lending institutions and individuals who have provided financial assistance to the Offeror or team members or who have participated financially in any of the Offeror's or team members' major projects during the last five years.

2.4.3 Other pertinent documentation or evidence of financial capacity and ability to provide guarantees required during the development process.

2.4.4 Properly certified statements by the appropriate officer or other individual attesting to the accuracy of and completeness of all financial information submitted.

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PART 3 SCOPE OF SERVICES

3.1 Legislative Charge: City Council Resolution F/S R-08-47 created a Rail Yards Advisory Board (Advisory Board) with the following charge:

“to establish a competitive process for the selection of a Master Developer. The Master Developer shall assist the City of Albuquerque and the Advisory Board in developing a Master Plan for the site. The Master Plan shall be reviewed by the Environmental Planning Commission and approved by the City Council. The Advisory Board will oversee the redevelopment process...”

3.2 Intent to Enter Into Contracts: It is, therefore, the intent of the City to enter into contracts with an Offeror who is qualified and capable of planning, designing, having approved, financing, constructing, and managing a mixed-use, brownfield redevelopment, including the required Workforce Housing and Museum components and any additional uses, in accordance with the Purposes and Goals stated in Part 1, and other requirements, of this RFP.

The successful Offeror must satisfy the City that it has the technical knowledge and expertise, licenses, and financial and management capability to plan, design, develop, construct, operate and manage the improvements proposed and in accordance with the specifications provided. The successful Offeror must satisfy the City that it has and will continue to have the financial and management capability to complete and manage/operate the development over the duration of the development and operation agreement. The competence and qualifications of the Offeror shall be demonstrated on the basis of information provided in response to this RFP.

The City expects that the work to be completed in Phases 2 and 3, described below, will be at no cost to the City. Until such time as a financial structure has been approved, the City’s potential contribution is limited to the land (27.3 acres) and the buildings on the site; this does not preclude the City from making additional contributions at a future date. For any part of the project to which the City contributes capital funds, a competitive construction bid process will be required.

In accordance with the legislative charge the redevelopment process will take place in four (4) phases:

3.2.1 Phase 1 – Selection: The City and Advisory Board shall hold, through this Request for Proposals, a competitive process for the selection of a Master Developer. **The Master Developer selected in this first phase shall be the Master Developer for the subsequent phases.**

3.2.2 Phase 2 – Planning: In conjunction with the Advisory Board or its representatives, the Master Developer shall create a Master Plan (“Plan”) which meets the Project’s Purposes and Goals to the satisfaction of the City of Albuquerque and the Advisory Board. The Draft Agreement for Phase 2 is contained in Part 6 of this RFP.

The Plan shall provide a framework for a proposed financial structure for the project, at a minimum including the required Workforce Housing and Museum components. If the proposal contains components over and above the required Workforce Housing and Museum components, a proposed financial structure for each component of the project and the project as a whole shall be proposed. The Plan shall address, in as much detail as possible, key deal terms related to the development and operations of the proposed project and its major components, including, but not limited to:

- Land Lease/Rent
- Pre-Development Cost Responsibility (Risk)
- Development Assurances/Guarantees
- Design Process
- Budget Approval Process
- Cost Overrun Responsibility
- Audit Rights
- City Involvement in: Project Finance, Land Acquisition, Infrastructure, On-site and Off-site Improvements, Subsidies/Incentives, Other

3.2.3 Phase 3 – Design and Approval: The Master Developer shall, with the assistance of the City and the Advisory Board or its representatives, design the redevelopment and have the Master Plan for Redevelopment approved by the Environmental Planning Commission and the City Council.

It is explicitly understood that the Master Developer will be working with public and private entities to create, design, have approved, finance, and implement the Master Plan. The Master Developer shall provide a framework for the repurposing of the existing buildings, for the redevelopment in general, and for achieving the required land uses (thirty (30) units of Workforce Housing and a Museum) as well as the other land uses that are identified in the Master Plan. This framework shall include estimated development cost/budget and time lines for each component of the proposed development.

3.2.4 Phase 4 – Implementation: The Master Developer, under the oversight of the City and the Advisory Board or its representatives, shall be required to finance, construct, and manage the redevelopment approved in Phase 2, and in accordance with the designs developed and approved in Phase 3, subject to a subsequent contractual agreement negotiated between the City and the successful Offeror. If City funding is involved and the project is considered a public works project, a competitive solicitation will be required.

The Master Developer will be required to construct the improvements agreed to in the planning phase based on specifications provided by the successful Offeror or City and in compliance with all City of Albuquerque codes and regulations governing land use and development, and all other local, state and federal laws, rules and regulations. The Master Developer agrees that all construction shall be performed in accordance with the General Conditions contained in the **City of Albuquerque Standard Specifications for Public Works Construction** and all Supplemental General Conditions thereto, which are in effect on the date of execution of the Agreement for Phase 4. After the planning phase, the City will approve the actual design of the development as a part of the design agreement and, in addition to the required approval processes, may choose to obtain design feedback through a public hearing or public input process.

3.3 Special Project Manager: The City will assign a special "ambassador" for this project who will work with the selected Master Developer and report to the Rail Yards Advisory Board. This person will provide a single point of contact to shepherd the project through the development review process. Additionally, the "ambassador" will act as a facilitator to monitor the review process, ensure transparency, and endeavor to address issues in an expeditious manner and assist with the resolution of any issues. It is envisioned that by having a dedicated staff person to monitor this development application, the overall processing time will be reduced from the standard review time.

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PART 4 EVALUATION OF OFFERS

4.1 Selection Process: The City of Albuquerque's Rail Yards Advisory Board shall evaluate the proposals and serve as the Ad Hoc Selection Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified entities 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 Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Selection Committee for oral presentations, facility surveys, 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 offers.

4.2 Evaluation Criteria: The following general criteria will be used by the Ad Hoc Selection Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of 0-1,000 with weight relationships as stated below.

4.2.1 Evaluation Factors:

Entity and/or Project Team Past Experience: (Up to 400 Points Total)

Similar Redevelopment Projects	-- Up to 150 Points
Financing Redevelopment Projects	-- Up to 100 Points
Overcoming Technical Constraints	-- Up to 50 Points
Successful Interaction with the Public Sector	-- Up to 100 Points

Proposed Approach To: (Up to 450 Points Total)

Planning & Design	-- Up to 100 Points
Implementation and Financing	-- Up to 150 Points
Addressing Project Goals/Purposes/Factors for Consideration	-- Up to 200 Points

Financial Information: (Up to 100 Points Total) -- Up to 100 Points

Partnering with Local Contractors: (Up to 50 Points Total) -- Up to 50 Points

4.3 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions can be found in Part 5 of this Request for Proposals. If a completed Local Preference Certification Form or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied to

that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

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PART 5
Instructions for PREFERENCE CERTIFICATION FORM
For Local, Small or Resident Business Preferences
(Goods & Services)

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

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

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

4. APPLICATION OF PREFERENCES. The small business preference and the local business preference will be applied to all offers submitted by eligible small businesses. The local preference only will be applied to all offers submitted by eligible local businesses which are not small businesses. If there are no offers submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 20 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.

- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the City's Purchasing Officer may reduce this requirement, upon receipt of adequate documentation.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within three working days of receipt of the request, documentation to substantiate the information provided on the Form. The City's Purchasing Officer shall determine the sufficiency of such documentation.

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

RFP/RFB NO: _____

Business Name: _____

Principal Office:

Street Address City State Zip code

Place of Business:

Street Address City State Zip code



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

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

☐

0 – 19 employees.

20 employees or more.



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

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct; that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____

Date: _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

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, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request for Proposals for the _____ Department, RFP ____ - ____ - __, titled “ _____ ”; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP ____ - ____ - __; 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 (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide Master Planning services for the Rail Yards project, in accordance with Exhibit A as supplemented by Exhibit B.

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. 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.

4. 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.

5. 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.

6. Insurance. The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.25, have been obtained and the proper certificates (or policies) have been submitted to the City.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.* 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. **Applicable Law.** 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.

23. **Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

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: _____

Federal Tax ID No:

Director

State Tax ID No:

Department _____

Date: _____

APPENDICES

Appendices can be accessed at the following website:

<http://www.cabq.gov/council/current-projects-and-studies-2/railyard-rfp-appendices>

Appendix A.....	Maps and Photographs
Appendix B.....	City of Albuquerque Workforce Housing Opportunity Act
Appendix C.....	WHEELS Museum Background*
Appendix D.....	City of Albuquerque Legislation Re: Rail Yards Redevelopment
Appendix E.....	Barelas & South Broadway Community Vision Statements*
Appendix F.....	Construction Documents and Major Building Dimensions
Appendix G.....	List of Historic Locomotive Shop Buildings and Landmark Eligibility
Appendix H.....	Links to Plans: 1) Albuquerque/Bernalillo County Comprehensive Plan, 2) Barelas Sector Development Plan (2008), 3) South Broadway Sector Development Plan (1986), 4) Downtown 2010 Plan (2000)
Appendix I.....	Newspaper Clippings
Appendix J.....	Urban Land Institute Advisory Services Panel Report (2008)
Appendix K.....	Environmental Report
Appendix L.....	Transportation System Report
Appendix M.....	Links to Economic Development Incentives
Appendix N.....	Visual Tour of Site

*These Appendices are unedited “visioning” materials that contain the opinions of and information supplied by individual stakeholder groups.