



CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

EC-14-219

Mayor Richard J. Berry

INTER-OFFICE MEMORANDUM

December 3, 2014

TO: Rey Garduño, President, City Council

FROM: Richard J. Berry, Mayor 

SUBJECT: Recommendation of Award of P2015000018, "Phase 2 – Comprehensive Plan / Unified Development Ordinance – Stage 2"

The City of Albuquerque Department of Planning, in conjunction with Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation. The solicitation was a two phase process, Phase one selected three proposers to prepare a white paper and submit a technical and cost proposal for evaluation. Three (3) responses were received for evaluation.

The ad hoc evaluation committee evaluated and scored the responses, in accordance with the evaluation criteria published in the RFP and recommends award of contract to Clarion Associates. I concur with this recommendation. Listed in ranking order are the firms' composite scores:

Clarion Associates LLC	4802
Stantec Consulting Services	4183
Code Studio	3825

The City of Albuquerque's Planning Department will manage this contract.

The services resulting from this RFP will be funded out of Fund 305 – Capital Acquisitions.

I am requesting Council approval for this extremely needed project.

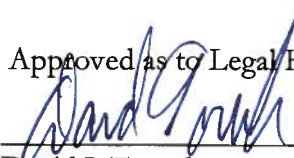
Mayor's Recommendation of Award (ROA) for P2015000018, Phase 2 "Comprehensive Plan / Unified Development Ordinance Stage 2"

Approved:



Robert J. Perry Date
Chief Administrative Officer 12/9/14

Approved as to Legal Form:



David J. Tourek Date
City Attorney 12/3/14

Cover Analysis

1. What is it?

This will approve the recommendation of award to a private consulting firm to provide planning and engineering services to update the Rank 1 Albuquerque-Bernalillo Comprehensive Plan and update and consolidate regulations in the Zoning Code, Subdivision Ordinance, and Development Process Manual, among others, into a Unified Development Ordinance (UDO).

2. What will this piece of legislation do?

This legislation will approve the recommendation of an Ad Hoc Evaluation Committee to award a contract to a private consulting firm. This approval will enable the City to enter into a contract for a term of four (4) years, including post-adoption training and support, with possible extension of two (2) additional years.

3. Why is this project needed?

The Zoning Code is over 30 years old and no longer achieves the character of development that is desirable or sustainable in today's market. The Development Process Manual and Subdivision Ordinance are similarly outdated and should be reworked in tandem with the Zoning Code overhaul. The City has over 40 standalone sector development plans with special use zones, many of which conflict with other regulations. Most importantly, the existing policies and regulations pertaining to land use and development have never been coordinated systematically to ensure consistency and compliance with the vision and policies of the Comprehensive Plan.

4. How much will it cost and what is the funding source?

The consultant's cost proposal for the services is approximately \$1.5 million. The project is budgeted for \$1.5 million, and Council appropriated the full amount of funds in FY 2014.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

There is no revenue source associated with this contract.



City of Albuquerque

Planning Department

Richard J. Berry, Mayor

Interoffice Memorandum

November 19, 2014

TO: Robert J. Perry, Chief Administrative Officer

FROM: Suzanne Lubar, Director, Department of Planning

SUBJECT: Recommendation of Award: RFP No. P2015000018, "Stage 2, Comprehensive Plan / Unified Development Ordinance – Phase 2"

The City of Albuquerque Department of Planning, in conjunction with Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation. The solicitation was a two phase process. Phase one selected three proposers to prepare a white paper and submit a technical and cost proposal for evaluation. For Phase 2, three (3) responses were received for evaluation.

The ad hoc evaluation committee evaluated and scored the responses, in accordance with the evaluation criteria published in the RFP and recommends award of contract to Clarion Associates. I concur with this recommendation. Listed in ranking order are the firms' composite scores:

Clarion Associates	4802
Stantec	4183
Code Studio	3825

The City of Albuquerque's Planning Department will manage this contract.

Approved:



Robert J. Perry
Chief Administrative Officer


(Date)

Attachment: Composite Score Sheet
Campaign Reports

Original: Purchasing P2015000018

Criteria	Total Possible Points	Evaluator	Clarion	CODE STUDIO	Stanley
Project Delivery/Timeline:	225	1	225	185	220
Proposed process and schedule for project completion.		2	220	195	190
		3	220	200	200
		4	210	180	210
		5	220	200	210
Project Understanding & Approach:	200	1	200	170	180
Analysis of existing planning and regulatory structure and proposed land use/regulation/transportation strategies.		2	200	125	175
		3	200	100	100
		4	180	140	165
		5	185	150	180
Completeness:	200	1	200	170	200
		2	200	120	185
		3	200	100	125
		4	175	135	165
Extent to which proposed work plan addresses project goals, issues, and considerations.		5	190	160	175
Excellence:	100	1	100	65	85
		2	100	75	75
		3	100	50	50
		4	80	50	65
Demonstrated excellence in written and graphic materials.		5	80	70	80
Consultant Workshop:	150	1	140	125	135
		2	143	127	140
		3	145	85	110
		4	129	113	133
Combined score including project understanding, ability to communicate, etc.		5	135	110	120
Acceptance of Terms and Conditions in Draft Professional Services Agreement:	25	1	25	25	0
		2	25	25	0
		3	25	25	0
		4	25	25	0
For Offerors that accept the Terms and Conditions by signing the attached form.		5	25	25	10
Cost Proposal:	100	1	100	100	100
		2	100	100	100
		3	100	100	100
		4	100	100	100
Cost/price analysis based on the costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. Any costs above the budgeted amount should be noted as future phase(s), with associated tasks, to be analyzed separately.		5	100	100	100
TOTAL			4802	3825	4183

Campaign Contributors Report

Wednesday, November 19, 2014

Page 1 of 1

For the period of Nov 19, 2013 to Nov 19, 2014

NO RECORDS FOUND FOR CLARION ASSOCIATES

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Jun 22, 2014

Campaign Contributors Report

Wednesday, November 19, 2014

Page 1 of 1

For the period of Nov 19, 2013 to Nov 19, 2014

NO RECORDS FOUND FOR STANTEC

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Jun 22, 2014

Campaign Contributors Report

Wednesday, November 19, 2014

Page 1 of 1

For the period of Nov 19, 2013 to Nov 19, 2014

NO RECORDS FOUND FOR CODE STUDIO

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Jun 22, 2014



City of Albuquerque

Planning Department

Richard J. Berry, Mayor

Interoffice Memorandum

Date: October 16, 2014

To: Robert J. Perry, Chief Administrative Officer

From: Suzanne Lubar, Planning Director

Subject: RFP AD HOC COMMITTEE – Comprehensive Plan / Unified Development Ordinance

The City of Albuquerque Planning Department and Council Services, in conjunction with the Department of Finance and Administrative Services, Purchasing Division, issued the attached Phase 2 Request for Proposals (RFP) for updates to the Albuquerque-Bernalillo County Comprehensive Plan and the creation of a Unified Development Ordinance. Based on this RFP, one of three (3) Consultant Teams will be selected to perform the work. The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee to review and evaluate the responses received.

The following individuals are recommended as voting members:

Russell Brito, Urban Design & Development Manager, Planning
Brennon Williams, Code Enforcement Officer, Planning
Chris Melendrez, Deputy Director/Legal Officer, City Council Services
Andrew Webb, Policy Analyst, City Council Services
Debbie Bauman, Transportation Planner, Department of Municipal Development

Ms. Viola Cunningham, Purchasing Customer Satisfaction Manager, DFAS Purchasing Division, will manage this procurement and serve as advisor to the committee.

The following individuals are recommended as Subject Matter Experts (i.e. nonvoting):

Nano Chavez, Director, Planning and Development Services Department, Bernalillo County
Enrico Gradi, Community Development Manager, Planning and Development Services Department, Bernalillo County
Suzanne Lubar, Director, Planning Department
Kevin Curran, Deputy City Attorney, City Legal
Jenica Jacobi, Assistant City Attorney, City Legal
Debbie Stover, Consultant, City Council Services
Mikaela Renz-Whitmore, Planner, Planning Department

Lawrence Kline, Principal Planner, ABQ RIDE
Bob Heiser, Citizen
Scott Polikov, Peer Consultant
Stephanie Yara, Council Finance Officer, City Council Services

I respectfully request your approval of this committee in order to finalize the Request for Proposals process.

Approved:



Robert J. Perry (Date)
Chief Administrative Officer

Original: File
Cc: Mona Martinez, DFAS/Purchasing

City of Albuquerque

Addendum # 1

Solicitation Number: P20150000018

**RFP Title: "Phase 2, Comprehensive Plan / Unified
Development Ordinance Stage 2"**



**Deadline for Receipt of Offers: Thursday, November 6, 2014 NLT 4:00
p.m. (MST)**

The City eProcurement System will not allow proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
September 17, 2014**

The purpose of this first addendum is to notify all potential respondents of the following changes and additions.

1. Delete the entire section 1.25 Bond Requirements and Appendix B.

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the change in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response.

Acknowledged & Returned:

Signature Printed Name Title

Company

XC: Suzanne Lubar, Director
 Ramona Martinez, Chief Procurement Officer
 City Clerk

City of Albuquerque

Addendum # 2

Solicitation Number: P2015000018

**RFP Title: "Phase 2, Comprehensive Plan / Unified
Development Ordinance Stage 2"**



Deadline for Receipt of Offers: Thursday, November 6, 2014 4:00 p.m. (MST)
*The City eProcurement System will not allow proposals to be submitted after this
date and time.*

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
September 25, 2014**

The purpose of this second addendum is to notify all potential respondents of the following clarification, changes and additions.

Q: I have a request for clarification of the RFP. During the August 26 work session. Someone asked if additional members could be added to a Phase II proposer in light of the forthcoming RFP. The Albuquerque project manager answered "yes" and then asked you to comment. You indicated that if someone named in the proposal became unavailable then substitutions could be made (subject to the City's approval). My question is, now that we have read the RFP, if we think our proposal would be stronger by adding additional skills or expertise, may we add them to the proposal (i.e. are additions possible in situations other than substitutions for a team member or individual named in the Phase I response. I think it would be in the City's interest to allow this, but want to confirm whether we are limited to our Phase I team even if we think our proposal would be more responsive to the RFP if additional expertise was added.

A: Please refer to Section 2.1.2.2:

2.1.2.2 Team Organization. Please include an organizational chart showing your proposed management and staffing structure. Be sure to highlight and explain any changes from the Phase 1 submittal. Please detail how team members responsible for public engagement will best connect with diverse and underserved neighborhoods and community groups. If your team does not already include a firm that specializes in marketing and communications, please identify a new team member who will handle marketing, social media, and web design and describe their professional experience.

A submitting firm may add additional members/subcontractors as appropriate in order to broaden the expertise and skillsets provided to the City. You may also substitute team members from Phase I at this stage in the process.

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the change in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response.

Acknowledged & Returned:

Signature	Printed Name	Title	Company

XC: Suzanne Lubar, Director
Ramona Martinez, Chief Procurement Officer
City Clerk

City of Albuquerque

Request for Proposals (Phase 2)

Solicitation Number: P2015000018
(Comprehensive Plan / Unified Development Ordinance
Stage 2



Deadline for Receipt of Offers: November 6, 2014: 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
September 5, 2014

TABLE OF CONTENTS

	Page
Introduction	4
Part 1 Instructions to Offerors	7
Part 2 Proposal Format	16
Part 3 Scope of Services	19
Part 4 Evaluation of Offers	24
Part 5 Local Preference Instructions Local Preference Form	26 27
Part 6 Draft Professional Services Agreement	28
Appendix A Cost Proposal Forms	A-1 thru A-4
Appendix B Bond Form	B-1
Appendix C Coversheet for Response to Section 2.15	C-1

OTHER RESOURCES

- Project Webpage: <http://www.cabq.gov/council/projects/current-projects/comprehensive-plan-update-unified-development-ordinance>
 - List of Ranked Plans, Ordinances, Standards, and Other Plans & Studies: <http://www.cabq.gov/council/projects/current-projects/comprehensive-plan-update-unified-development-ordinance/development-plans-policies-in-albuquerque>
- Maps
 - Interactive Maps: <http://www.cabq.gov/gis/map-views/mobile-maps>
 - Zoning
 - Neighborhood coalitions & associations (City)
 - City Council Districts
 - Bike Paths
 - Land Use
 - Interactive Maps: <http://www.cabq.gov/planning/developers/forms/agsi-downloads/interactive-map-gallery>

- Interactive Maps: <http://www.cabq.gov/planning/developers/forms/agsi-downloads/interactive-map-gallery>
 - Neighborhood Coalitions (City)
 - Neighborhood Associations (City)
 - Metropolitan Redevelopment Areas (City)
 - Sector Development Plans (City)
- PDF Maps: <http://www.cabq.gov/council/projects/current-projects/comprehensive-plan-update-unified-development-ordinance>
 - Planning area with City/County boundaries
 - County Commission districts
 - Rank 1 Comprehensive Plan Areas
 - Rank 1 Comprehensive Plan Centers & Corridors
 - Rank 2 Area Plans
 - Rank 3 Sector Development Plans (City)
 - Rank 3 Sector Development Plans with Special Use Zoning (City)
 - County Sector Plans
 - Historic Overlay Zones
 - Design and Wall Overlay Zones (city)
 - Design Overlay Zones (County)
 - Neighborhood Associations (County)
 - New Mexico Senate Districts (County)
 - New Mexico House of Representatives Districts (County)

INTRODUCTION

I. Project Summary

A. Request for Proposals –Stage 2

The City of Albuquerque and Bernalillo County request proposals from each of the Selected Offerors identified in the Phase 1 Request for Proposals to assist with updating the Albuquerque-Bernalillo County Comprehensive Plan and reshaping the City's regulatory and policy framework governing land development into a new Unified Development Ordinance (UDO) that consolidates multiple documents and incorporates best practices for land use and transportation planning and land development.

In this Phase 2 RFP, Offerors shall submit the following requirements by **Tuesday, November 6, 2014**:

- A "white paper" analysis of existing plans and regulations, including recommendations and prioritization of needed updates AND
- A Proposal to update the City/County Comprehensive Plan and create a Unified Development Ordinance, including a work plan with timeline, recommended public involvement process, and proposed budget.

Offerors that submit the requirements by the deadline are eligible to receive the \$10,000 stipend as described in the Phase 1 RFP.

B. Purpose

Update the Comprehensive Plan

The City of Albuquerque and Bernalillo County seek targeted updates to the Albuquerque-Bernalillo County Comprehensive Plan to better coordinate land use and transportation, incorporate more recent background information, revise existing policies as necessary to implement the Centers and Corridors vision, update the Development Areas map, and fold in Rank 2 Area Plans and Rank 3 goals and policies.

- This project will require coordination with the Mid-Region Council of Governments' Long Range Transportation System planning effort to classify the City's roadway system, in order to confirm a primary network for automobile and truck traffic, ensure a workable backbone network for transit service, and provide a safe network of facilities for pedestrians and cyclists.
- Coordination between City and County staff, among staff from relevant departments, and among regional agencies and municipalities will be a significant portion of this effort in order to form a strong implementation plan, as well as gather information for updates and build consensus around the vision.
- This effort may include developing recommendations about how to improve the Capital Infrastructure Program (CIP) and other implementation tools to better realize the Comprehensive Plan over time.
- Coordination with and recommendations for other long-range planning efforts will also be important, such as the Mid-Region Council of Government Metropolitan Transportation Plan 2040, the Department of Senior Affairs 2030 Plan, and the Department of Family and Community Services housing policy and plans.

Create a Unified Development Ordinance

The City of Albuquerque seeks a wholesale revision of its regulatory system for land use and development. The City would like to replace its Zoning Code from 1975 with a contemporary code that can effectively implement the Comprehensive Plan's Centers and Corridors vision. The City would like to consolidate Special Use zoning (SU-1, SU-2, and SU-3) where possible and advisable and include it in the UDO where it can be better implemented and enforced. The UDO is also to include an updated Subdivision Ordinance, Planning Ordinance, Neighborhood Recognition Ordinance (O-92), and Development Process Manual. The effort to update and consolidate these regulations and standards is intended to re-establish a link between policies in the Comprehensive Plan and regulations and standards for land use and transportation meant to implement the vision.

- The UDO should provide predictability for property owners, developers, and neighbors, but also administrative flexibility for development that meets the intent of the Comprehensive Plan vision. One intended outcome of this effort is to reduce the number of appeals levied against developments that meet the intent of existing policies and regulations.
- This project will likely include a considerable effort to refine and customize cross sections, design standards, and measures for Level of Service appropriate to the primary mode of transportation on the given street. Each street type should be carefully coordinated with private property frontage standards appropriate to local context.
- Testing proposed zone changes against market feasibility and return-on-investment for public improvements will also be critical.
- Providing more uniform and consistent city-wide standards for approvals and general regulations, while tailoring regulations where necessary to protect, enhance, and leverage special places will be one of the most important outcomes of this project.
- Other important outcomes include streamlining approval for desired development, increasing consistency, reducing complexity, providing clear explanations and easy-to-understand illustrations, and providing web access via multiple devices.

C. Project Budget and Timeline

The City and County seek to adopt updates to the Comprehensive Plan within one (1) year, and the City seeks to adopt a UDO within two (2) years and remap zones by November 2017. The City is also asking for post-adoption training and support. Offerors are asked to propose a work plan that meets this timeline or to justify an expanded timeline that would be more successful and effective to achieve important outcomes.

The City has appropriated \$1.5 million for this project, and the County will contribute \$50,000 in Fiscal Year 2015 and \$30,000 in Fiscal Year 2016. Offerors are asked to propose a work plan within that budget and provide justification for any amount requested above that budget.

The City wants and needs this effort to be successful; therefore, Offerors are encouraged to propose adjustments to the timeline and budget that would provide the best use of City

resources to meet internal goals, garner widespread stakeholder and political support, and achieve the most effective outcomes in terms of documents, processes, and implementation.

**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: P2015000018, "Comprehensive Plan / Unified Development Ordinance Stage 2"

1.2 Proposal Due Date: November 6, 2014 – No Later Than 4:00 PM (Mountain Standard Time)

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

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

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (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 Rights Office.

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 thereunder.

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 contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: 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 contract 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.

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

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (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 in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its 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 contract 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. Questions regarding this RFP should be directed to the following Purchasing representative for this solicitation through the online eProcurement system unless otherwise specified in the solicitation:

- Viola Cunningham, Purchasing Customer Service Satisfaction Manager, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3340 or E-Mail: VCunningham@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Planning Department, Urban Design & Development Division.

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 deadline for the receipt of offers to allow sufficient time for a reply to reach all Offerors before the submission of their offers. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. All answers will be posted to the online eProcurement System and will constitute Addenda to this Request for Proposals.

1.9 Submission of Offers. The Offeror's sealed proposal must be submitted both in hard copy (see Sections 1.9.5 through 1.9.7) as well as electronically through the eProcurement system (see Section 1.9.1) in the format outlined in Part 2 of this RFP and mailed or delivered

pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using Email. Prior to the due date and time to be considered responsive send directly to VCunningham@cabq.gov

1.9.2 Hard Copy. In addition to the electronic submittal, Offeror must also submit one (1) original and eighteen (18) copies of its "White Paper" Analysis and Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and (7) copies of your Cost Proposal for this RFP.

1.9.3 Soft Copy. In addition to the electronic copy that is being sent via email include with your original hard copy Proposal submission, on a CD, DVD, or other media compatible with the City's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

1.9.4 Proposal Package 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 of RFP
- RFP Number
- RFP Title

1.9.5 Ship, Deliver, or Hand-Carry Sealed Offers to: Office of the City Clerk, 600 Second St. NW, Plaza Del Sol, 7th Floor Room 720, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

1.9.6 Mail Sealed Proposals 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 PM (Mountain Time) of the day of closing.

ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK AS SPECIFIED HEREIN.

1.9.7 No other methods of offer delivery. Neither telephone, facsimile, nor telegraphic offers shall be accepted.

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

1.9.9 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 that Office on the Proposal wrapper

or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

1.9.10 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

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

1.11 Draft Professional Services Agreement: A copy of the Draft Professional Services Agreement to be entered into is included in the RFP. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions. The Draft Agreement may differ from the final Agreement.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of four (4) years, including post-adoption training and support, with a possible extension of two (2) additional years.

1.13 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.

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

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

1.16 Award of Contract:

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

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

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

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

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

1.20 Proprietary Data: The file and any documents relating to this RFP, including the proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been 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, marking it as "Confidential" and uploading it separately from its main proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The City of Albuquerque will endeavor to restrict distribution of material separated, designated as "Confidential" and provided separately 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. Any proposal in which a majority of pages are marked as confidential without an apparent justification shall be deemed nonresponsive.

1.21 Preferences: Preferences for local, small and resident or Veterans (state) 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.

1.22 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

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

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

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

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

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

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

1.22.6 Address Letters and Envelopes as Follows:

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- Attn: Chief Procurement Officer
- PO Box 1293
- Albuquerque, New Mexico 87103

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

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

1.23 INSURANCE:

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) 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 to be performed by subcontractors, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

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

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

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

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

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

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

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

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

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

1.24 Pay Equity Documentation: All proposals shall include a completed Pay Equity Reporting Form, PE-10-249 as provided by the New Mexico General Services Department, Purchasing Division and which can be accessed in the Solicitation Instructions. Offerors who believe they are exempt because they (1) are an out-of-state contractor that has no facilities and no employees working in New Mexico; or (2) have fewer than ten (10) employees are not required to report data, but must submit a statement certifying their status as exempt. Any response that does not include a completed form shall be deemed nonresponsive.

1.25 Bond Requirements - The Offeror and the Contractor shall furnish a separate Performance Bond as follows:

PERFORMANCE BOND: The Contractor will be required to furnish a bond in the amount of one hundred percent (100%) of the total contract amount, offered as security for the faithful performance of the contract. The bond must be written on the forms provided in this RFP and furnished prior to or at the time of the issuance of a written notice of award of a contract resulting from this RFP. The Contractor must be named as principal on the bond. No third party performance bond will be accepted. The sureties on bond shall be duly authorized to conduct business in the State of New Mexico, and acceptable to the City.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement or state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified in Section 1.23.

2.1.2 Experience

2.1.2.1 Team Experience. Describe up to three (3) projects the Offeror has worked on in a City similar to Albuquerque, what the similarities were, and lessons learned that will help this project succeed. Be sure to include experience working in:

- a Western city (or city with similar attitudes toward property rights, minimal government, strong neighborhoods, multicultural emphasis, etc.),
- an automobile-dominant city, AND
- a mid-size city (i.e., population and economy).

2.1.2.2 Team Organization. Please include an organizational chart showing your proposed management and staffing structure. Be sure to highlight and explain any changes from the Phase 1 submittal. Please detail how team members responsible for public engagement will best connect with diverse and underserved neighborhoods and community groups. If your team does not already include a firm that specializes in marketing and communications, please identify a new team member who will handle marketing, social media, and web design and describe their professional experience.

2.1.2.3 References. We will be contacting references as part of the final selection process. Please confirm the most recent contact information for two (2) references for the primary firm and one (1) reference for each subconsultant. Projects on which the firms worked together would be preferable. State the nature of your role on the project, for whom the work was performed, budget, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate each task, who will be performing each task [individual(s)/firm(s)], and how each task relates to the Scope of Services. Reference Appendix A, attached hereto, without stating the price structure. Your

strategic approach should relate to the Scope of Work and the “White Paper” analysis of the existing planning and regulatory structure for land use and development.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.1.5 Acceptance of Draft Professional Services Agreement Terms and Conditions: The Offeror should provide a statement indicating its acceptance of the Draft Professional Services Agreement (Part 6 of this RFP) or stating exceptions. Should an Offeror object to any of the terms and conditions, as contained in this RFP, the Offeror must propose specific alternative language and provide a brief discussion of the purpose and impact, if any, of each proposed change. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the Offeror's proposal. Revisions to the terms and conditions contained in the Draft Professional Services Agreement that are not submitted with Offeror's proposal will not be considered.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit your Cost Proposal separately from your technical proposal as set forth in Section 2.1. Please provide a fixed fee for each task and the basis on which the fixed fee was determined. Tasks should include the work identified in Section 2.1.3. A sample format is attached to this RFP. If the proposed cost exceeds the \$1.5 million budget, identify costs beyond the budget as occurring in a separate phase. Any tasks or sub-tasks that are identified in the Project Approach as falling outside the scope of this effort should be clearly identified in the cost proposal to enable a fair comparison among the proposals.

2.2.2 The cost proposal should, at a minimum, contain the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task, on which billing will be based. The cost proposal should establish a fixed fee per task; hours and hourly rates are requested as a guide to show how you arrived at the fixed fee. This might include, but is not limited to:
 - Cost per task for each consultant or subconsultant, hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead, profit, and gross receipts taxes.
 - Purchased materials, unit costs, and quantities.

- Travel, lodging, and other direct expenses.
- Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task as listed in the specifications.

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

2.2.5 An example of the preferred format is attached to this RFP. Your response to this section will be used in performing a cost/price analysis.

2.3 “White Paper” Analysis, Section Three: In a document not to exceed 25 pages, inclusive of any graphics and/or illustrations, please include the following elements. Offerors may combine, add to, or organize the following elements as necessary to provide a concise but complete analysis.

2.3.1 Summary: Provide a brief summary indicating your understanding of the current system of ranked plans, land use regulations, and related standards (i.e. Rank 1, 2, and 3 Plans; Zoning Code; Development Process Manual; Subdivision Ordinance; Neighborhood Recognition Ordinance (O-92); and Planning Ordinance).

2.3.2 Assessments: Provide brief assessments of key existing documents and their provisions in terms of their strengths and weaknesses, with particular emphasis on what is out-of-date or problematic to achieving the Centers and Corridors vision. “Good ideas” in these plans that should be retained and/or extended should also be noted.

2.3.3 Priority: Provide a “triage” of our current system of plans and regulations for land use and development. For example, which plans, regulations, provisions, processes, or conflicts pose the biggest or most problematic obstacle to good development? In what order should they be tackled? Which are the chronic conditions that could be addressed through systemic change? Which are the minor issues that may have to be addressed later? Which are the issues that should be addressed through regularly scheduled reviews?

2.3.4 Strategic Approach: Propose the most effective strategic approach to address conflicts and shortcomings in the current system, including recommendations for zoning and land use, transportation, and the link between policies and regulations.

PART 3 SCOPE OF SERVICES

The City of Albuquerque and Bernalillo County are relying on the experience and expertise of the Consultant Teams to propose the most efficient and effective approach to this complicated project. For this reason, the scope of services as proposed below is intended as a minimum threshold for the anticipated project steps known to date. Offerors are encouraged to add to or combine the elements below and reflect such suggestions in their cost proposals. If you believe that additional planning referenced in any of the tasks below cannot or should not be done during this period of work, please recommend how that planning work should and could be accomplished in the future when it is timely. Those tasks should be clearly identified in the cost proposal to enable a fair comparison among the submitted proposals.

3.1 Updates to the Comprehensive Plan

3.1.1 Tasks

3.1.1.1 Outreach and Communication

- Create marketing program, communications plan, and social media strategy
- Manage website, social media, and media relations
- Public involvement and engagement – all areas of the City and County, including relevant associations, organizations, and groups, and under-represented groups and people of color – throughout the project and at key milestones
- Stakeholder engagement (developers, public and private institutions, etc.)
- Staff engagement (City Departments, County Departments, other municipalities as relevant)
- Interdepartmental, interagency, and regional coordination
- Intradepartmental coordination within the Planning Department

3.1.1.2 Content Updates and Additions

- Testing and strengthening consensus around the Centers and Corridors vision
- Updating Development Areas map
- Updating background information, as relevant
- Reorganizing and reworking goals and policies to better coordinate transportation and land use
- Revising or adding new goals/policies as necessary to achieve the Centers & Corridors vision and provide adequate guidance for UDO regulations and standards
- Revising and consolidating Rank 2 Area Plans and relevant elements of Rank 3 Sector Development Plans
- Prioritizing implementation efforts and establishing roles and responsibilities in coordination with City and County departments and agencies
- Exploring and recommending improvements related to implementation and accountability of department staff to the Comprehensive Plan (e.g., Capital Infrastructure Program, return-on-investment analysis, etc.)

3.1.1.3 Coordination with Other Planning Efforts

- Coordinating with other long-range planning efforts (e.g. Mid-Region Council of Government's Metropolitan Transportation Plan for 2040, MRCOG Long Range Transportation System map and cross sections, Senior Affairs 2030 Plan, etc.) and drafting complementary policies, goals, and implementation steps for the Comprehensive Plan, as appropriate
- Coordinating policies for any sub-areas with UDO efforts to codify desired character within particular neighborhoods, activity centers, and/or districts within current sector plan boundaries or overlay zones to provide appropriate guidance for development

3.1.2 Phasing / Timeline

3.1.2.1 Adoption of Comprehensive Plan Updates

- Perform necessary steps to submit draft updates to the Environmental Planning Commission (EPC) and County Planning Commission (CPC) by Fall 2015.
- Prepare for and attend EPC and CPC hearings – approximately 2 meetings (Note: An effort will be made to combine the EPC and CPC hearings.)
- Prepare for and attend City's Land Use, Planning, and Zoning Committee (LUPZ) – approximately 2 meetings
- Prepare for and attend City Council hearings – approximately 2 meetings
- Prepare for and attend Board of County Commissioners hearings – approximately 2 meetings

3.1.2.2 Draft Land Use Strategy Document

- Perform necessary steps to submit draft strategic approaches to land use, zoning, and transportation to the Environmental Planning Commission (EPC) by Fall 2015.
- Prepare for and attend EPC hearings – approximately 2 meetings
- Prepare for and attend City's Land Use, Planning, and Zoning Committee (LUPZ) – approximately 2 meetings
- Prepare for and attend City Council hearings – approximately 2 meetings

3.2 Unified Development Ordinance

3.2.1 Tasks

3.2.1.1 Outreach and Education

- Update and refine marketing program, communications plan, and social media strategy
- Manage website, social media, and media relations
- Explain, illustrate, and explore new and/or revised zones with staff, public, developers, and other stakeholders
- Create materials for public and stakeholder meetings as needed to support engagement efforts
- Create materials for media to support social media and media relations

- Public involvement and engagement – all areas of the City, including relevant associations, organizations, and groups, and under-represented groups and people of color – throughout the project and at key milestones
- Stakeholder engagement (developers, public and private institutions, etc.)
- Staff engagement (City Departments and other municipalities as relevant)
- Interdepartmental, interagency, and regional coordination
- Intradepartmental coordination within the Planning Department

3.2.1.2 Coordination

- Coordinate with City staff on parallel planning efforts involving land use, zoning, and transportation
- Coordinate with City GIS staff to create maps for public and stakeholder engagement and draft documents
- Coordinate with DMD staff, Transportation Planning staff, and the DPM Executive Committee on updating the Development Process Manual and adding new standards for urban and rural streets and associated frontage requirements
- Coordinate with MRCOG staff, DMD staff, Transportation Planning staff, and the DPM Executive Committee to incorporate Long Range Transportation System map, cross sections, and policy elements into the UDO
- Coordinate with Parks & Recreation staff, DMD staff, and Planning staff to identify streets that will prioritize bicycle and/or pedestrian Level of Service
- Coordinate with ABQ RIDE (Transit), DMD staff, and Planning staff to identify streets that will prioritize transit Level of Service
- Coordinate with City Code Enforcement, the DPM Executive Committee, the Development Review Board, the Design Review Committee, Albuquerque-Bernalillo County Water Utility Authority, Public Service Company of New Mexico, and other regulatory departments/agencies tasked with development review and approval for projects about proposed changes to regulations and standards, links to Comp Plan policies, and proposed changes to processes to streamline the timeframe, reduce appeals, ensure implementation of the Centers and Corridors vision, and improve customer service and staff satisfaction
- Work with City Legal and Real Property to anticipate and/or resolve disputes over zoning changes and street standards and clarify the definition of standing for appeals
- Coordinate with Historic Preservation staff at the City to address historic neighborhoods and districts and associated overlay zones
- Coordinate with and build consensus among neighborhoods, the general public, developers, and other stakeholders throughout the process
- Coordinate with City staff to revise the system of recognized neighborhoods and explore opportunities for training programs and/or other efforts to improve understanding about roles and responsibilities within the development process and for representing neighborhood interests

- Coordinate with City Planning and Council Services to anticipate and address any political issues that arise before, during, or after adoption

3.2.1.3 Assessment and Analysis

- Assessment / studies to determine the range of built environments that can / should be protected
- Research and analysis on best practices to address issues and/or complicated areas
- Assess the market feasibility of proposed zoning
- Assess the economic development potential of coordinated land use and transportation changes
- Identify projects and/or areas with high potential for redevelopment or that could serve as successful public-private-partnerships or catalytic projects to spur private investment, including a return-on-investment analysis
- “Test” new zones using visualization and/or modeling in various locations, particularly controversial areas, high opportunity sites, underserved neighborhoods, and areas likely to redevelop in the near-term
- Compare the intended and anticipated outcomes (i.e., physical, economic, etc.) of new or revised zones with those of existing zones
- Assess the feasibility of proposed street designations and cross sections and identify high-priority projects for retrofitting existing streets to new standards, particularly for those intended to prioritize pedestrian or transit Levels of Service
- Assess existing review and approval processes and determine best practices to enhance customer service and better implementation of the Comprehensive Plan vision
- Assess existing appeals processes and determine best practices and recommendations to reduce the number of appeals of development that complies with policies and regulations

3.2.1.4 Updates, Revisions, and Draft Content

- Draft strategies for consolidating / adjusting / replacing Special Use zones (SU-1, SU-2, SU-3)
- Draft codes
- Work with City GIS staff to map proposed zones
- Draft conversion tables from old to new zones
- Update and revise the Subdivision Ordinance
- Update and revise the Planning Ordinance
- Update and revise the Neighborhood Recognition Ordinance
- Revise the appeal process
- Revise review and approval processes
- Devise a strategy to adopt the UDO and remap zones throughout the City, as appropriate
- Devise a strategy to periodically update DPM elements through the DPM Executive Committee, rather than requiring revisions to the Ordinance.

- Devise a strategy to periodically update the UDO.
- Create print document in InDesign
- Create web-accessed document available on multiple devices

3.2.1.5 Training and Support Post-Adoption

- Provide training and education for the public, developers, and staff on the UDO, including new and/or revised review and approval processes, as well as its relationship with the updated Comprehensive Plan
- Work with staff to address any issues that arise after adoption that may lead to amending the UDO
- Work with staff on any complicated or controversial project proposals within the first two (2) years after UDO adoption
- Work with Planning staff to develop a procedure for long-range, small-area planning that can assess what's needed in a particular district on a cyclical basis and recommend amendments to the Comprehensive Plan policies, UDO regulations, or CIP recommendations, as appropriate, for ongoing implementation of the Centers and Corridors vision

3.2.2 Phasing / Timeline

3.2.2.1 Adoption of Draft UDO

- Perform necessary steps to submit draft of the complete UDO to the Environmental Planning Commission (EPC) by Fall 2016.
- Prepare for and attend EPC hearings – approximately 2 meetings
- Prepare for and attend City's Land Use, Planning, and Zoning Committee (LUPZ) – approximately 2 meetings
- Prepare for and attend City Council hearings – approximately 3 meetings

3.2.2.2 Adoption of Re-mapped Zoning

- Perform necessary steps to submit draft zoning map to the Environmental Planning Commission (EPC).
- Prepare for and attend EPC hearings – approximately 2 meetings
- Prepare for and attend City's Land Use, Planning, and Zoning Committee (LUPZ) – approximately 2 meetings
- Prepare for and attend City Council hearings – approximately 2 meetings – so that new zones are adopted by November 2017

**PART 4
EVALUATION OF OFFERS**

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for interviews, 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, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors

Criteria	Max Points
Project Delivery/Timeline: Proposed process and schedule for project completion, including timely completion of tasks and a demonstrated commitment to working collaboratively and creatively with staff and stakeholders, including innovative public involvement methods and marketing and effective outreach to underserved populations. Excellent references for past performance will contribute to in this score.	225
Project Understanding & Approach: Analysis of existing planning and regulatory structure and proposed land use/regulation/transportation strategies.	200
Completeness: Extent to which proposed work plan addresses project goals, issues, and considerations.	200
Excellence: Demonstrated excellence in written and graphic materials, as well as excellent references.	100
Consultant Workshop: Combined score including project understanding, ability to communicate, collaboration, etc.	150
Acceptance of Terms and Conditions in Draft Professional Services Agreement: For Offerors that accept the Terms and Conditions by signing the attached form.	25
Cost Proposal: Cost/price analysis based on the costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. Any costs above the budgeted amount should be noted as future phase(s), with associated tasks, to be analyzed separately.	100
Score Grand Total	1000
<i>Percentage (%) of total</i>	<i>100%</i>

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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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, a 5% local preference or resident business preference and Veterans preference are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. For a Veteran's preference the New Mexico State certification of eligibility **MUST** be attached. If an offer is received without the Forms 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, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not be used to 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 50 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 Chief Procurement 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 Chief Procurement Officer shall determine the sufficiency of such documentation.



**LOCAL and SMALL VENDOR
PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

City of Albuquerque
Purchasing Division

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

Preference Type: (Check applicable preference/s) Local-City Business Small Business

Legal Name of Firm: _____

Contact Person: _____

Telephone: _____

E-mail Address: _____

Fax: _____

Mailing Address: _____

Physical Address (if Different): _____

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

Attach 941 Tax Form

I certify my company meets the following qualifications to be eligible for local business preference:
Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County)

1. Such location is staffed with full-time employees.
2. Such location is open to the public on a regular basis.
3. The vendor is operating or performing its business from this location.
4. Note: A post office box shall not be considered a physical business address.

I certify my company meets the following qualifications to be eligible for Small business preference:

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year as demonstrated by the attached 941 I.R.S. Tax Form

I certify that I am attaching the New Mexico State certification of Resident Veteran's Business preference.

I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City of Albuquerque products and/or services for a period of up to three (3) years.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____

Notary
My Commission expires on _____

PART 6
DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____, by and between the City of Albuquerque, New Mexico, a municipal corporation, (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Consultant"), whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for Planning Department, titled "P2015000018, "Comprehensive Plan / Unified Development Ordinance Stage 2," which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Consultant submitted its proposal, dated _____, in response to P2015000018, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Consultant to render certain services in connection therewith, and the Consultant 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 Consultant shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Update the Albuquerque-Bernalillo County Comprehensive Plan and create a Unified Development Ordinance, in accordance with Exhibit A as supplemented by Exhibit B.

2. **Time of Performance.** Services of the Consultant shall commence upon execution of this Agreement and shall continue through December 2019. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

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

B. **Method of Payment.** Payments shall be made to the Consultant within 30

days after receipt by the City of properly documented requisitions for payment of completed tasks or subtasks, as determined by the budgetary and fiscal guidelines of the City, and on the condition that the Consultant has accomplished the Services to the satisfaction of the City.

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

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

5. **Key Personnel.**

A. The following key personnel are assigned to the performance of duties under this Agreement. They may consult with or use other employees as they deem necessary, but they shall remain committed to this Agreement unless the City consents in writing to a substitution, which consent shall be in the City's sole discretion.

- (1)
- (2)
- (3)

B. If the assigned key personnel leaves the Consultant firm, the City reserves the right, in its sole discretion, to cancel this Agreement. If the key personnel assigned to the City relocates to another Consultant firm, the City reserves the right, in its sole discretion, to cancel this Agreement or assign it to the new Consultant firm. If the Consultant is merged into or otherwise acquired by a different Consultant firm, the City reserves the right, in its sole discretion, to either cancel this Agreement or assign it to the new Consultant firm.

C. The City reserves the right, in its sole discretion, to request a change in the makeup of the team or replacement of any key personnel at any time throughout the project. If the City and the Consultant firm cannot agree to a change in the makeup of the team or a replacement of key personnel, the City reserves the right, in its sole discretion, to cancel this Agreement and hire and manage its own firm for the task.

6. **Indemnity.** The Consultant 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 Consultant under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Consultant or Consultant's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance and Performance Bond.** The Consultant shall not commence any work under this Agreement until the insurances and bond required in Exhibit A, Section 1.23 and 1.25 have been obtained and the proper certificates and riders or endorsements (or policies) or bond documents have been submitted to the City.

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

9. **ADA Compliance.** In performing the Services required hereunder, the Consultant agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Consultant or which would be imposed on the City as a public entity. The Consultant 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 Consultant or its agents in violation of the ADA.

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

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

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

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Consultant's records with respect to all matters covered by this Agreement. The Consultant 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 Consultant 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.

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

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

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

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

18. **Termination for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Consultant 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 Consultant 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 Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant 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 Consultant, and the City may withhold any payments to the Consultant for the purposes of set off until such time as the exact amount of damages due the City from the Consultant is determined.

19. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant. If the Consultant is terminated by the City as provided herein, the Consultant 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 Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Consultant, the preceding section hereof relative to termination shall apply. All finished or unfinished documents, data, and reports prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

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

24. **Applicable Law.** 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. Venue is hereby fixed in Bernalillo County, New Mexico.

25. **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 Consultant have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONSULTANT:

APPENDIX A

These Excel spreadsheets are samples and will not be provided in an editable format.

RFP Number and Title:																		
	Firm 1				Firm 2				Firm 3				Firm 4					
	Staff 1	Staff 2	Staff 3	Direct Costs	Staff 1	Staff 2	Staff 3	Staff 4	Direct Costs	Staff 1	Staff 2	Staff 3	Direct Costs	Staff 1	Staff 2	Direct Costs	Staff 1	
Rates				NA					NA					NA				NA
3.1 Updates to the Comprehensive Plan																Totals		
3.1.1.1 Outreach and Communication																		
3.1.1.2 Content Updates and Additions																		
3.1.1.3 Coordination w/ Other Planning Efforts																		
3.1.2.1 Adoption Process																		
3.1.2.2 Draft Land Use Strategy Document																		
Subtotal by Staff	0	0	0	NA	0	0	0	0	NA	0	0	0	NA	0	0	0	NA	0
3.1 Subtotals by Firm	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
3.2 Unified Development Ordinance																Totals		
3.2.1.1 Outreach and Education																		
3.2.1.2 Coordination																		
3.2.1.3 Assessment & Analysis																		
3.2.1.4 Updates, Revisions, & Draft Content																		
3.2.1.5 Training & Support Post Adoption																		
3.2.2.1 Draft UDO Adoption																		
3.2.2.2 Zoning Re-mapping																		
Subtotal by Staff	0	0	0	NA	0	0	0	0	NA	0	0	0	NA	0	0	0	NA	0
3.2 Subtotals by Firm	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Phase 2 - Additional Staff																Totals		
P.2 Task 1 - Descriptor																		
P.2 Task 2 - Descriptor																		
P.2 Task 3 - Descriptor																		
P.2 Task 4 - Descriptor																		
Subtotal by Staff	0	0	0	NA	0	0	0	0	NA	0	0	0	NA	0	0	0	NA	0
Phase 2 Subtotals	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Grand Totals	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Note: Direct Costs include printing, travel, materials, etc.
 Project totals include fees and direct costs. NM Gross Receipts Tax are to be included in the rates. (NMGR=7%)
 All Subcontractor costs have been identified and included in the total, payable to the Prime Contractor.

Flow Chart: Responsibilities by Firm

Responsibilities by Firm	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5
3.1 Comprehensive Plan					
3.1.1.1 Outreach and Communication	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
3.1.1.2 Content Updates and Additions	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
3.1.1.3 Coordination w/ Other Planning Efforts	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
3.1.2.1 Adoption Process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.1.2.2 Draft Land Use Strategy Document	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>
3.2 UDO					
3.2.1.1 Outreach and Education	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.2.1.2 Coordination	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.2.1.3 Assessment & Analysis		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
3.2.1.4 Updates, Revisions, & Draft Content		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.2.1.5 Training & Support Post Adoption		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
3.2.2.1 Draft UDO Adoption		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
3.2.2.2 Zoning Re-mapping		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Phase 2 - Additional Effort					
P.2 Task 1 - Descriptor	<input checked="" type="checkbox"/>				
P.2 Task 2 - Descriptor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
P.2 Task 3 - Descriptor	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
P.2 Task 4 - Descriptor	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Project Schedule

TASKS	M O N T H S											
	1	2	3	4	5	6	7	8	9	10	11	12
3.1 Comprehensive Plan Updates												
3.1.1.1 Outreach & Communication												
3.1.1.2 Content Updates & Additions												
3.1.1.3 Coordination w/ Other Planning Efforts												
3.1.2.1 Adoption Process												
3.1.2.2 Draft Land Use Strategy Document												
3.2 Unified Development Ordinance												
3.2.1.1 Outreach and Education												
3.2.1.2 Coordination												
3.2.1.3 Assessment & Analysis												
3.2.1.4 Updates, Revisions, & Draft Content												
3.2.1.5 Training & Support Post Adoption												
3.2.2.1 Draft UDO Adoption												
3.2.2.2 Zoning Re-mapping												
Phase 1 Tasks												
P.2 Task 1												
P.2 Task 2												
P.2 Task 3												
P.2 Task 4												
Milestones												
Descriptor (Ex: Inter-Agency Technical Team Meetings)	■		■			■			■		■	
Descriptor (Ex: Public Review Draft)			■			■			■		■	
Descriptor (Ex: City Staff Meeting)	■	■	■	■	■	■	■	■	■	■	■	■
Descriptor (Ex: Multi-Cultural Forum)	■		■			■			■		■	

Project Schedule

TASKS	M O N T H S											
	13	14	15	16	17	18	19	20	21	22	23	24
3.1 Comprehensive Plan Updates												
3.1.1.1 Outreach & Communication												
3.1.1.2 Content Updates & Additions												
3.1.1.3 Coordination w/ Other Planning Efforts												
3.1.2.1 Adoption Process												
3.1.2.2 Draft Land Use Strategy Document												
3.2 Unified Development Ordinance												
3.2.1.1 Outreach and Education												
3.2.1.2 Coordination												
3.2.1.3 Assessment & Analysis												
3.2.1.4 Updates, Revisions, & Draft Content												
3.2.1.5 Training & Support Post Adoption												
3.2.2.1 Draft UDO Adoption												
3.2.2.2 Zoning Re-mapping												
Phase 1 Tasks												
P.2 Task 1												
P.2 Task 2												
P.2 Task 3												
P.2 Task 4												
Milestones												
Descriptor (Ex: Inter-Agency Technical Team Meetings)	■		■			■			■		■	
Descriptor (Ex: Public Review Draft)			■			■			■		■	
Descriptor (Ex: City Staff Meeting)	■	■	■	■	■	■	■	■	■	■	■	■
Descriptor (Ex: Multi-Cultural Forum)	■		■			■			■		■	

Task Locator

Task by RFP Category	3.1 Comprehensive Plan					3.2 Unified Development Ordinance						
	3.1.1.1 Outreach & Communication	3.1.1.2 Content Updates and Additions	3.1.1.3 Coordination with Other Planning Efforts	3.1.2.1 Adoption of Comprehensive Plan Updates	3.1.2.2 Draft Land Use Strategy Document	3.2.1.1 Outreach and Education	3.2.1.2 Coordination	3.2.1.3 Assessment & Analysis	3.2.1.4 Updates, Revisions, & Draft Content	3.2.1.5 Training & Support Post-Adoption	3.2.2.1 Adoption of Draft UDO	Adoptions of Re-mapped Zoning
3.1 Comprehensive Plan												
3.1 Task 1	■		■		■	■						
3.1 Task 2		■										
3.1 Task 3		■					■	■				
3.1 Task 4	■			■								
3.1 Task 5	■											
3.2 UDO												
3.2 Task 1					■							
3.2 Task 2						■		■	■	■	■	
3.2 Task 3			■			■		■	■	■	■	
3.2 Task 4			■			■			■	■	■	
3.2 Task 5		■	■			■	■	■		■	■	
3.2 Task 6						■	■	■	■	■	■	■
3.2 Task 7							■					
3.2 Task 8	■		■			■		■	■	■	■	
3.2 Task 9			■			■		■	■	■	■	
3.2 Task 10		■	■			■		■	■	■	■	
Phase 2 - Additional Effort												
P.2 Task 1			■				■					
P.2 Task 2	■											
P.2 Task 3		■										
P.2 Task 4						■			■			

APPENDIX B

PERFORMANCE BOND FORM

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

as Principal, hereinafter called the Contractor, and _____
a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows: _____

which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a proposal or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used

in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20_____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

APPENDIX C

ACCEPTANCE OF DRAFT PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS STATEMENT