

CITY OF ALBUQUERQUE
CITY COUNCIL

INTEROFFICE MEMORANDUM

TO: All Councilors
FROM: Chris Melendrez, Council Services Director 
SUBJECT: Recommendation of Award:
RFP Number: RFP-2023-362-CCS-EV
RFP Name: Impact Fee Update and Retroactive Ordinance Development
DATE: May 1, 2023

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the City of Albuquerque's Council Services Department developed a Request for Proposals (RFP) for Impact Fee Update and Retroactive Ordinance Development.

The solicitation was posted on the Purchasing website and advertised in the Albuquerque Journal. The number of responses received for evaluation were two (2).

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 TischlerBise, Inc.

I concur with this recommendation. Listed below are the composite scores for the two responses received:

| COMPANY NAME | SCORE |
|--------------------|-------|
| TischlerBise, Inc. | 945 |
| DTA | 885 |

The Department that will be managing this contract is Council Services.

FISCAL IMPACT ANALYSIS

TITLE: Impact Fee Ordinance Update

R: O:

FUND: 110

DEPT: 4967000

☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

| | 2023 | Fiscal Years 2024 | 2025 | Total |
|---|------|----------------------|------|-------|
| Base Salary/Wages | - | - | - | - |
| Fringe Benefits at | - | - | - | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | - | - | - | - |
| Property | - | - | - | - |
| Indirect Costs | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - |
| <input checked="" type="checkbox"/> Estimated revenues not affected | | | | |
| <input type="checkbox"/> Estimated revenue impact | | | | |
| Revenue from program | | | | 0 |
| Amount of Grant | | - | - | |
| City Cash Match | | | | |
| City Inkind Match | | | | |
| City IDOH | - | - | - | - |
| Total Revenue | \$ - | \$ - | \$ - | \$ - |

These estimates do not include any adjustment for inflation.


* Range if not easily quantifiable.

Number of Positions created

COMMENTS: Funding provided in the FY2023 budget to complete an update to the Impact Fee Program.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:



APPROVED:



Shanna Schultz April 27, 2023
COUNCIL ANALYST

Chris Melendrez April 27, 2023
DIRECTOR (date)

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2023-362-CCS-EV

Impact Fee Update and Retroactive Ordinance Development
November 10, 2022



Deadline for Receipt of Proposals: December 13, 2022: 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
V2022.07.06JLB

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INTRODUCTION

The Albuquerque City Council Services Department and the Office of the City Engineer/Development Review Services, of the City of Albuquerque Planning Department are requesting proposals to provide an update to the City of Albuquerque's Impact Fee Ordinance Program and Develop a Retroactive Infrastructure Fee Ordinance.

Background

The City of Albuquerque's 2020 Census Population was 560,447 and increase of 14,605 from the 2010 Census. Albuquerque was formally founded in 1706, although its settlement began 100 years earlier as a Hacienda. The City's growth occurred primarily on the east side of the Rio Grande until 1970, when development began to move in earnest to the west side of the river. Large tracts of available land (former ranches) became the sites of large subdivision developments. Primary employment however, remained on the east side of the river.

This trend is anticipated to continue. In the Albuquerque Metropolitan Planning Area (which encompasses both sides of the Rio Grande but includes territory both north and south of the City) the jobs/housing balance in 2035 is projected to be 0.55 west of the river and 1.42 east of the river, mirroring the 0.56 and 1.42 ratios of 2016.

Although the New Mexico Development Fees Act was passed in 1993, the City's practice for the 10 years following was to exact compensation from large developments as its way of handling the cost of infrastructure to support growth. Albuquerque's impact fee program was adopted in 2004 after it was proposed as a part of a growth policy framework and identified as a means to implement the Planned Growth Strategy, which the City adopted in 2002.

The New Mexico Development Fees Act requires that a municipality imposing impact fees must update its land use assumptions and capital improvements plan every five years unless the governing body determines that no update is needed. The first scheduled update in 2007, resulted in a both a moratorium on implementing the program and a significant overhaul of the program. This action was in response to a combination of factors that has hampered the capacity of the impact fee program to provide anticipated levels of funding for development-related capital improvements. Primarily though, it a sharp decline in development activity in 2007, due to the real estate crash that occurred with the great recession, which would have reduced impact fee revenue in any event, prompted the City Council to enact a partial moratorium on impact fees as a way of encouraging development.

That moratorium was initially in effect for one year. Following the moratorium, a revamped schedule of impact fees was introduced. Under the revamped regime, the impact fees rates were reduced, and the City converted the rate schedule from rates set by District and by type to charging the same impact fees rates City wide except for the Mesa Del Sol

development area, which is self-funded through a Tax Increment District and was exempted from impact fees by the Council.

The sharp decline in development activity continued in the City throughout the Great Recession and after the national economy rebounded until 2019, which mitigated the need to update the ordinance. By 2019 development activity began to increase and it became apparent an update of the Impact Fee Ordinance is overdue to adjust the program to the current land development market trends and infrastructure cost trends. For these reasons, the Albuquerque Planning Department and the Albuquerque City Council have determined a need to retrofit of the Ordinance with multiple objectives. The Planning Department and City Councilors came to this conclusion having received input on needed updates from the impact fee programs management team, City Infrastructure Departments, area land developers and other constituents.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2023-362-CCS-EV, "Impact Fee Update and Retroactive Ordinance Development"

1.2 Proposal Due Date: December 13, 2022 - NLT 4:00 PM (Local Time)

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

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

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

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

1.5.1 City Public Purchases Ordinance

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

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

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all

applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

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

1.5.6 Ethics:

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

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

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

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

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico,

any local public body of the State, or any state of the United States, shall be rejected.

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

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

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

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

- Estevan Vargas, Assistant Procurement Officer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-4945 or E-Mail: efvargas@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 City Council Services Department in Conjunction with the Planning Department's Office of the City Engineer.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days

prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

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

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

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

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

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

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

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

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement

system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

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 Required Contract Terms: The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of two (2) years with one (1) possible extension of one (1) year.

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

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

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

1.16 Award of Contract:

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

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

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

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

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

1.20 Proprietary Data:

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

1.20.2 The City will endeavor to restrict distribution of material designated as "Trade Secret", "Proprietary Data", or "Confidential Data" and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act's fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Preferences: Preferences may be available under the City of Albuquerque Public Purchases Ordinance for this procurement. Any request for the application of a preference shall be submitted with the Offeror's proposal on the Preference Certification Form, which may be accessed at <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, Click on "Preference Certification Form". **NO PREFERENCES ARE AVAILABLE FOR ANY SOLICITATION FOR WHICH ALL OR A PART OF THE FUNDS USED ARE FROM FEDERAL GRANT SOURCES.**

1.22 Request for Proposals Protest Process:

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

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

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

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

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

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts, which support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 Mail or Hand Delivery: Protests may be mailed or hand-delivered in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed or hand-delivered should be addressed or delivered as follows:

By Mail:
Chief Procurement Officer
City of Albuquerque
Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
RFP Number
PROTEST

Hand Delivery:
Chief Procurement Officer
City of Albuquerque
Purchasing Division
One Civic Plaza, 10th Floor, Room 10010
Albuquerque, NM 87103
RFP Number
PROTEST

1.22.6.1 Electronic Mail Delivery: Protests may be emailed to:

Jennifer Bradley, Chief Procurement Officer
jlbradley@cabq.gov

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

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

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

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

City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

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

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

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

| | |
|-------------|---|
| \$2,000,000 | Per Occurrence |
| \$2,000,000 | 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.

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

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

1.24 Pay Equity Documentation. All proposals shall include a Pay Equity Reporting Form or a valid Certificate which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that have no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form or Certificate shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). The gender pay equity task force will automatically issue pay equity certificates to qualifying vendors within two business days of submitting the pay equity reporting form. To ensure you have your form or certificate before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please visit the website or contact the gender pay equity task force with questions: OEI@CABQ.GOV

PART 2

PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire.

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, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of two (2) projects of similar scope and size, which are now complete; state for whom the work was performed, and year completed. Project experience must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities. Case summaries of your experience with similar projects. Summaries shall include:

1. Type and purpose of project,
2. Goals and objectives,
3. Final deliverables,
4. Technical approach used, and
5. Case summaries that include as attachments copies of the final deliverables.
6. Provide examples of projects schedules that display timeliness to meet project milestones and complete the project within the term of the contract.

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

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 Project Quality Control and Cost Management Process. Describe the quality control and/or quality management process that your firm uses as a part of project management. Also include the process you utilize to stay within the proposed budget of the RFP.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit your Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system). **Failure to submit your cost separately from your Technical Proposal shall result in your proposal being deemed non-responsive.**

2.2.2 The Cost Proposal shall, at a minimum, contain the following information:

- 1) The cost for the entire project broken down by the following billing milestones:
 - a) Delivery of the land use and demographic assumptions and cost-of-service report,
 - b) Development of a proposed Impact Fee Schedule,
 - c) Development of an updated draft of an Impact Fee Ordinance and component Capital Implementation Plan,
 - d) Completion of a draft pro-rata ordinance, and
 - e) Participation in the adoption process of any impact fee ordinance updates and a pro-rata ordinance.
- 2) For each milestone invoiced provide hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead, taxes, and profit.
 - a) Purchased materials, unit costs, and quantities.
 - b) Travel, lodging, and other direct expenses.
 - c) Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

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

PART 3 SCOPE OF SERVICES

3.1 General:

3.1.1 Conduct a regularly scheduled update of the impact fee ordinance and program through the impact fee advisory committee, as required by Chapter 14, Article 19 Section 24 of the Albuquerque City Code of Ordinance. The update shall:

- 1) Review the ordinance and methodology for implementing impact fees for, Public Safety (Police and Fire), Parks (includes Trails and Open Space), and Roadways.
- 2) Update the Impact Fee process and product.
- 3) Update the studies for each of the impact fee categories to reflect current costs and project lists.
- 4) Updated the Component Capital Improvement Program (CCIP)
- 5) Improve the Impact Fee Ordinance's provisions related to Impact Fee Credits both to regarding securing fund balances and utilizing impact fee credits to incentive planning and land use goals.
- 6) Staff and Administer an Impact Fee Advisory Committee, a City Staff Impact Fee Technical Team and the Public Input Process for the project.

3.1.2. Develop a pro-rata ordinance to enable the City to collect funding from development projects for their share of existing infrastructure that were built by the developer of the first project to require the infrastructure. The fund will be used to reimburse the developer of the infrastructure.

3.2 Project Objectives and Deliverables: The specific needed updates for the Ordinance that have been identified and will be addressed in this project by the successful Offeror include:

- 1) **Determine the percentage of the cost of the projects listed on the Component Capital Implementation Plan that can be covered by the existing impact fee rates:** This will provide City Departments and elected officials, an understanding of the effectiveness of impact fees and the funding gaps that must be covered by other funding sources including the City's Capital Implementation Plan.
- 2) **Review/Update the assumptions for establishing rates.** The market for development is experiencing industry changing shifts for land uses such as, a significant latent demand for multi-family, attached single family and light industrial/warehouses and an equally significant decrease in the demand for large vehicle traffic generators such as large and medium box retail and office structures. These market directions will change how land and the roadway system are used in Albuquerque in the coming decades, the type of utility and roadway infrastructure

that is required, and ultimately the cost structure required to fund infrastructure improvements.

3) Review/Update the impact fee credit and incentive provisions built into the Impact Fee Ordinance. Impact fee credits have incentivized a number of development projects to construct and bring infrastructure on-line instead of paying fees. However, the existing provision of the Impact Fee Ordinance allow credit holders to collect on the credits, or to trade the credits to third parties. The holders of credits are then authorized to collect cash payment for the value of the credits upon demand to the City. As fund reserves in the impact fee accounts can be collected by credit holders at any time this has made it difficult for the City to assemble impact fee revenue accounts that are adequately funded so as to subsidize the construction of project listed on the Component Capital Implementation plan.

4) Review/Update the Component Capital Improvement Plan. State law requires that projects funded by impact fees must be listed on a Component Capital Implementation Plan (CCIP) that is adopted by the governing body of the local government. The CCIP identifies the project, by purpose (road, park, etc.) and estimated cost. This document requires, updating to:

- a) Adjust cost estimates to 2023/2024 prices,
- b) Remove projects that have been completed,
- c) Add in new projects that are an appropriate use for impact fees, and
- d) Delete projects that may no longer be appropriate for impact fees.

5) Develop an analysis, if there is a potential for continuing or even more robustly employ the Impact Fee program to assist in achieving affordable housing goals, and to also encourage development of retail land uses in the Southwest Quadrant of the City. The dearth of housing in the City has created a sharp increase in housing prices, out pricing a growing number of homebuyers from purchasing homes or even finding affordable rental housing. If not addressed, expensive housing cost could increase the number of persons that are unhoused. It could also impair economic development, as employers that provide mid-range position must locate to urban areas where there is affordable housing for their employees. The Southwest Mesa, which was built with an overconcentration of affordable housing has become a “retail desert” for the nearly 100,000 persons who reside in the area. With low rates of household income in this section of the City commercial land developers are unable to construct developments that rent at rates maintain the tenant costs of business at level that enable them to set merchandise prices at levels affordable to households in the SW Mesa.

6) Develop a Retroactive Reimbursement (Pro-rata) Ordinance; Such an ordinance requires many of the same land use assumptions as an impact fee ordinance. This legislation would allow developers who construct infrastructure through or adjacent to vacant lands, so as to service their lands, to be compensated, by the eventual

developer of those vacant lands for the cost of the share of the infrastructure that will be used by the second developer.

3.3 Project Administrative Duties:

- 1) Management of the Impact Fee Advisory Committee:** The City's Impact Fee Ordinance requires that the update include input from an Impact Fee Advisory Committee. Under Chapter § 14-19-24 of the City Code of Ordinance the advisory committee shall review, update and propose any amendments to the land use assumptions and the impact fees at least every five years from the effective date of the adoption of the Ordinance. The advisory committee shall be consulted during such review and file its written comments concerning any amendments with the City Council. The City Council shall act on any proposed amendments consistent with the provisions of the Development Fees Act. The successful proposer will be expected to work with the Committee and provide the needed support to the working group so that they can fulfill their Ordinance Obligations.
- 2) Public Input Process:** The successful Offeror shall be responsible the public outreach process. The process shall include soliciting public comment at project milestones. The format for the process will be an informal public hearing or listening session by the Impact Fee Advisory Committee a select regularly scheduled meetings, that coincide with milestones to be determined between the successful Offeror, City Staff and the Impact Fee Advisory Committee.
- 3) Management of City Staff Impact Fee Technical Team:** The successful Offeror will staff an impact fee technical team composed of personal involved in the Administration of the Impact Fee Program or who are subject matter experts regarding the Deliverables and Objectives. The personal will include professional staff from multiple City Departments that include but may not be limited to:
 - 1)** The Albuquerque Planning Department,
 - 2)** The City Council Services Department,
 - 3)** The Department of Municipal Development,
 - 4)** The Parks and Recreation Department,
 - 5)** The Albuquerque Fire and Rescue Department, and
 - 6)** The Department of Finance and Administration.

3.4 Ordinances, resolutions, previous impact fees studies and other important information related to Albuquerque's impact fees can be found on the City's website at: <https://www.cabq.gov/planning/building-development-services/impact-fees-section>.

Albuquerque's Impact Fee regulations are contained in Chapter 3 of the City's Development Process Manual: See Planning Department Publications: https://documents.cabq.gov/planning/development-process-manual/DPM-2020-06-02_signed.pdf

PART 4

EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, 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 Proposals.

4.1.1 Selection of Finalist Offerors (If Applicable). The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

4.1. 2. Oral Presentation or Demonstrations by Finalists (If Applicable). Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

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:

100 -- The Offeror’s general approach and plans to meet the requirements of the RFP.

200 --The Offeror's detailed plans to meet the objectives of each task, activity, etc. and the project quality control and cost management process

200 -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

100 -- Adequacy of proposed project management and resources to be used by the Offeror.

100 --The Offeror's past performance on projects of similar scope and size.

200 -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 -- Cost Proposal – 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. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

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.