



# CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

EC-20-198

Mayor Timothy M. Keller

## INTER-OFFICE MEMORANDUM

October 14, 2020

**TO:** Pat Davis, President, City Council

**FROM:** Timothy M. Keller

**SUBJECT:** Mayor's Recommendation of Award (ROA) for RFP No. RFP-2020-076-DMD-IC, "Multi-Purpose Soccer Stadium Feasibility Study"

The City of Albuquerque's Municipal Development Department in conjunction with the Department of Finance, Purchasing Division, issued the RFP for a multi-purpose soccer stadium feasibility study.


The RFP was posted on the Purchasing E-Procurement, Bonfire website on September 11, 2020 and advertised in the Albuquerque Journal on September 13, 2020.

The City received seven (7) responses to this solicitation. The ad hoc evaluation committee evaluated and scored the proposals received in accordance with the evaluation criteria published in the RFP. After thoroughly reviewing and scoring the proposal, CAA ICON, earned the highest score of 856 points. The ad hoc committee found CAA ICON to be both responsive and qualified and recommends an award to CAA ICON.

I concur with this recommendation.

Mayor's Recommendation of Award (ROA) for RFP No. RFP-2020-076-DMD-IC, " Multi-Purpose Soccer Stadium Feasibility Study"


Approved:

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

10/16/20  
\_\_\_\_\_  
Date

Approved as to Legal Form:

DocuSigned by:

  
\_\_\_\_\_  
Esteban A. Aguilar, Jr.  
City Attorney

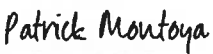
10/15/2020 | 7:29  
\_\_\_\_\_  
Date

DS

RM MDT

Recommended:

DocuSigned by:

  
\_\_\_\_\_  
Pat Montoya

10/15/2020 | 6:01 PM PDT

\_\_\_\_\_  
Pat Montoya  
Director, Municipal Development Department

## **Cover Analysis**

### **1. What is it?**

A request for Professional Services for an Economic and Feasibility Study for a multi-purpose stadium.

### **2. What will this piece of legislation do?**

This will procure a contract for the consultant selected to conduct the economic and feasibility study.

### **3. Why is this project needed?**

This project is needed to address the needs for the City of Albuquerque for a multi-purpose stadium.

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

The cost of the study will need to be negotiated with the selected firm. The funding source is identified and appropriated from a 2020 state capital outlay grant.

### **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 agreement.

### **6. What will happen if the project is not approved?**

The project will be placed on hold and funds could revert back to the state.

### **7. Is this service already provided by another entity?**

No other entity provides these services to the City of Albuquerque.

**FISCAL IMPACT ANALYSIS**

TITLE: Multi-Purpose Soccer Stadium Feasibility Study

R: O:

FUND: 305

DEPT:

- ☒ 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:

	2019	Fiscal Years 2020	2021	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: Using Capital funds, no measurable fiscal impact anticipated.****COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

APPROVED:

DocuSigned by:

*Christine Ching*

DocuSigned by:

*Patrick Montoya*

10/15/2020 | 6:01 PM PDT

FISCAL ANALYST

DIRECTOR

(date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST



# City of Albuquerque

Department of Finance and Administrative Services

Timothy M. Keller, Mayor

## Interoffice Memorandum

Date 10/14/2020 | 4:57 PM MDT

**TO:** Sarita Nair, Chief Administrative Officer

**FROM:** Pat Montoya, Director, Municipal Development Department

**SUBJECT:** **Recommendation of Award –**  
RFP Number: RFP-2020-076-DMD-IC  
RFP Name: Multi-Purpose Soccer Stadium Feasibility Study

DS  
PM

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Municipal Development Department for a multi-purpose soccer stadium feasibility study.

The solicitation was posted on the Purchasing website and advertised in the Albuquerque Journal. The number of responses received for evaluation were seven (7).

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 CAA ICON.

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

COMPANY NAME	SCORE
CAA ICON	856
Stantec Consulting Services Inc	786
CSL International	778

The Department that will be managing this contract is Municipal Development Department.

Approved:

DocuSigned by:

10/15/2020 | 4:24 PM MDT

Sarita Nair  
Chief Administrative Officer

Attachment: Scoring Summary





## RFP-2020-076-DMD-IC - Multi-Purpose Soccer Stadium Feasibility Study

### Scoring Summary

	Total	A-1 - Firm Experience	A-2 - Personnel Experience	A-3 - Capability	A-4 - Senior Management Commitment	A-5 - Innovation and creativity	B - Cost	C-1 - Local Business	C-2 - Small Business	C-3 - Pay Equity	C-4 - NM State Resident Business	C-5 - Veterans Business
Supplier	1350	/ 300 pts	/ 200 pts	/ 200 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 50 pts	/ 50 pts	/ 100 pts	/ 50 pts	/ 100 pts
CAA ICON	856	278	173	162	87	81	75	0	0	0	0	0
Stantec Consulting Services Inc	786	237	155	162	67	77	50	0	0	0	38	0
CSL International	778	269	156	161	66	76	50	0	0	0	0	0
C.H. Johnson Consulting, Inc.	759	265	165	149	85	71	25	0	0	0	0	0
DLA+ Architecture & Interior Design	683	226	155	151	60	66	25	0	0	0	0	0
Hunden Strategic Partners	668	226	131	123	69	69	50	0	0	0	0	0
Convergence Design	654	207	129	141	72	80	25	0	0	0	0	0

# City of Albuquerque

## Request for Proposals

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

**Multi-Purpose Soccer Stadium Feasibility Study**  
**September 11, 2020**



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

City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division

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## INTRODUCTION

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

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

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

## **PART 1 INSTRUCTIONS TO OFFERORS**

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

**1.2 Proposal Due Date:** Friday October 2, 2020 - NLT 4:00 PM (Local Time)  
The time and date Proposals are due shall be strictly observed.

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

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

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

### **1.5.1 City Public Purchases Ordinance**

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

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

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

thereunder.

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

**1.5.6 Ethics:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.16 Award of Contract:**

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

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

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

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

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

**1.20 Proprietary Data:**

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

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

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

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

## **1.22 Request for Proposals Protest Process:**

**1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) 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 (10<sup>th</sup>) business day after the receipt of notice of the Recommendation of Award.

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

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

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

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

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

#### **1.22.6 Address Letters and Envelopes as Follows:**

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

By Mail:

PO Box 1293  
Albuquerque, New Mexico 87103

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

Jennifer Bradley, Chief Procurement Officer  
[jlbradley@cabq.gov](mailto:jlbradley@cabq.gov)

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

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

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

### **1.23 Insurance:**

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



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

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

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

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

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

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

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

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

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

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

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

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

## **PART 2 PROPOSAL FORMAT**

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

#### **Section One**

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

#### **2.1.2 Firm Organization**

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

### **2.2 Cost Proposal Format-Approach to Cost, Section Two**

#### **2.2.1 Total Cost:**

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

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

**2.2.2 Reserved.**

**2.2.3 Reserved.**

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

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

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### **PART 3**

#### **SCOPE OF SERVICES**

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

#### **The Offeror shall perform the following professional services:**

##### **Phase I – Site Evaluation and Preliminary Economic Feasibility**

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

##### **Phase II – Site Feasibility and Economic Impact**

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

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

### **Phase III – Site Due Diligence/Concept Design**

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

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

## PART 4 EVALUATION OF PROPOSALS

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

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

### **4.2.1 Evaluation Factors:**

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

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

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

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

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

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

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

**100** -- Commitment by senior management to this project;

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

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

**4.2.2 Reserved.**

**4.2.3 Reserved.**

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

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

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

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

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

**5. DEFINITIONS.** The following definitions apply:

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

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

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

**VENDOR  
PREFERENCE  
AFFIDAVIT OF ELIGIBILITY**

**City of Albuquerque**  
Purchasing Division

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



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

Legal Name of Firm:

Contact Person:

Telephone:

E-mail Address:

Fax:

Mailing Address:

Physical Address (if Different):

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

Attach 941 Tax Form

Check all that apply:

☐ **I certify my company meets the following qualifications to be eligible for Local Business Preference:**

1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
2. Such location is staffed with full-time employees.
3. Such location is open to the public on a regular basis.
4. The vendor is operating or performing its business from this location.
5. Note: A post office box shall not be considered a physical business address.

☐ **I certify my company meets the following qualifications to be eligible for Small Business Preference:**

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

☐ **I certify that I am attaching the Pay Equity Business Certificate.** NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone: (505) 768-3512 or email: [oei@cabq.gov](mailto:oei@cabq.gov).

☐ **I certify that I am attaching the New Mexico State certification of Resident Business.**

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

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

ACKNOWLEDGMENT

State of New Mexico

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary  
My Commission expires on \_\_\_\_\_

**PART 6**  
**DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and \_\_\_\_\_, ("Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the \_\_\_\_\_ Department, P \_\_\_\_\_, titled " \_\_\_\_\_", which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its Proposal, dated \_\_\_\_\_, in response to P \_\_\_\_\_, which Proposal is Exhibit B to this Agreement; and

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

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

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

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

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

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

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

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

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

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

**5. Personnel.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Administrative Officer**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_, **Director**

**Department** \_\_\_\_\_

**Date:** \_\_\_\_\_

# City of Albuquerque

## Addendum #1

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

**Multi-Purpose Soccer Stadium Feasibility Study**



**Deadline for Receipt of Proposals: September 21, 2020: 4:00 p.m. (Mountain Time)**

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

**City of Albuquerque**

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

**The purpose of this Addendum No. 1 is answer questions received by the deadline.**

Please incorporate the change in this Addendum into the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

\*\*\*\*\*

1. Are the cover letter, tabs, covers and/or forms counted toward the page limit?

**ANSWER:** No, the cover letter, tab,s cover page and forms (pay equity and vendor preference affidavit) are not included in the page limit.

2. Does this contract preclude the awarded firm, its consultants and subs from being contracted on a subsequent project relating to this feasibility study?

**ANSWER:** Yes, as stated in Part 3, Phase III of the RFP (City Administrative Instruction 3-4).

3. What is the planned budget for these services?

**ANSWER:** The City intends to negotiate the cost with the highest-ranking Offeror.

\*\*\*\*\*

**Acknowledged & Returned:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name Title Company**

# City of Albuquerque

## Addendum #2

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

**Multi-Purpose Soccer Stadium Feasibility Study**



**Deadline for Receipt of Proposals: OCTOBER 2, 2020: 4:00 p.m. (Mountain Time)**

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

**City of Albuquerque**

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

**The purpose of this Addendum No. 2 is to clarify the deadline to submit proposals is OCTOBER 2, 2020 AT 4PM LOCAL TIME as stated in the RFP and the eProcurement system.**

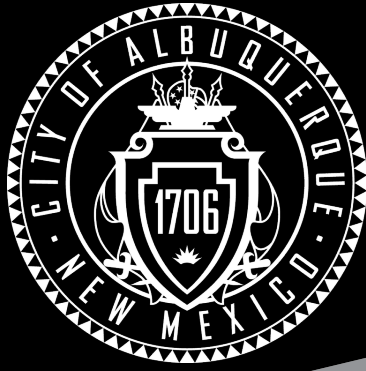
Please incorporate the change in this Addendum into the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

\*\*\*\*\*

**Acknowledged & Returned:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name Title Company**



# **CITY OF ALBUQUERQUE**

## **Multi-Purpose Soccer Stadium Feasibility Study**

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

### **TECHNICAL PROPOSAL**

Submitted by: CAA ICON

October 2, 2020

**CAA**ICON





## Technical Proposal | Contents

1. Offeror Identification and Firm Organization
2. Value Proposition
3. Firm Experience
4. Proposed Personnel

The CAA ICON team was critical to the success of our project in so many ways. With so many buildings of this type in their portfolio, it was easy for me to trust that their recommendations and actions were informed by years of experience and success.

Chris Canetti, (former) President, Houston Dynamo



# OFFEROR IDENTIFICATION AND FIRM ORGANIZATION

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# Offeror Identification

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## Offeror Name and Address

CAA ICON  
5075 S. Syracuse St., Suite 700 | Denver, CO 80237  
phone: (303) 557-3700

## Nature of Organization

CAA ICON is wholly-owned subsidiary of Creative Artists Agency, LLC

## Person Authorized to Execute Draft Agreement

Dan Barrett, Executive Vice President  
1219 Morningside Drive, Suite 101 | Manhattan Beach, CA 90266  
email: daniel.barrett@caaicon.com  
phone: (310) 802-8775

## Subcontractor Name and Address

Crawford Architects  
1801 McGee St., Suite 200  
Kansas City, MO 64108  
phone: (816) 421 2640

## Nature of Organization

Limited Liability Company

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## Statement of Compliance

CAA ICON is compliant with the laws stated in the RFP.

We have reviewed the Agreement provided within the RFP, and generally believe that it is well-drafted and reasonable. We would, however, request the opportunity to discuss and find mutually-agreeable language regarding the following provisions:

1. Sections 1 (Scope of Services) and 3.B (Method of Payment) – We would like to revise Section 1 to incorporate an objective standard of care obligation for performance of the Services, which would also require a similar revision on the condition to payment Section 3.B. This is important to ensure that our professional liability insurance will insure our services as provided under the agreement and that we are fairly compensated for the Services performed.
2. Sections 6 (Indemnity) and 9 (ADA Compliance) – We would like to discuss these provisions generally, including limiting the scope of the indemnification, and, if permissible under applicable law, a limited mutual indemnification.
3. Section 10 (Reports and Information) – We would like to discuss limiting this section to records, reports, data, and information already created in connection with the Project.
4. Section 14 (Publication, Reproduction and Use of Material) – We would like to discuss appropriate limitations on the use and reliance on the reports we produce as well as a how to treat CAA ICON's previously- or independently-created Background IP.
5. Recitals 1 and 2/Section 22 (Entire Agreement) – We would request that the RFP and our proposal not be made exhibits to the Agreement, and instead we provide a comprehensive scope of services as a stand-alone exhibit. Both the RFP and the proposal contain extraneous material that is not intended to be incorporated within the contract.
6. In addition to the foregoing, we would like the discuss the inclusion of the following terms:
  - Reasonable Limitation of Liability
  - Mutual non-recourse against affiliates or employees
  - Mutual Waiver of Consequential Damages
  - Limited Termination Right for CAA ICON for the City's non-payment

## Receipt of Addenda

CAA ICON is in receipt of Addendum No. 1 and Addendum No. 2. Signed copies are included with this proposal.

## Insurance

CAA ICON has the ability to comply with the insurance requirements as stated in the RFP. Documentation can be provided up request.

# Firm Organization

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## Main and Branch Office Information:

### CAA ICON Headquarters

5075 S. Syracuse St., Suite 700  
Denver, CO 80237  
phone: (303) 557-3700  
Years in existence: 16

### CAA ICON Manhattan Beach Office

1219 Morningside Drive, Suite 101  
Manhattan Beach, CA 90266  
phone: (310) 802-8775  
Years in existence: 20

### CAA ICON Charlotte Office

7300 Carmel Executive Park, Suite 325  
Charlotte, NC 28226  
phone: (704) 909-4445  
Years in existence: 12



## Main and Branch Office Information:

### Crawford Architects USA Office

1801 McGee St., Suite 200  
Kansas City, MO 64108  
Ph: (816) 421 2640  
Years in existence: 19

### San Francisco Office

1212 Broadway Plaza, Suite 105  
Walnut Creek, CA 94596  
Years in existence: 3

### Los Angeles Office

1626 Ocean Park Blvd.  
Santa Monica, CA 90405  
Years in existence: 1

### Hawaii Office

737 Bishop Street, Suite 2870  
Honolulu, HI 96813  
Years in existence: 2

## CAA ICON Principals:

### Tim Romani, Chairman

16 Years with the Firm  
30 Years of Related Experience

### Marc Farha, Co-CEO

16 Years with the Firm  
29 Years of Related Experience

### Charlie Thornton, Co-CEO

16 Years with the Firm  
27 Years of Related Experience

### Art Aaron, President and COO

16 Years with the Firm  
30 Years of Related Experience

### Dan Barrett, Executive Vice President

3 Years with the Firm  
30 Years of Related Experience

## Crawford Architects Principals

### Stacey Jones, Owner | Senior Principal

36 Years with the Firm  
41 Years of Related Experience

### David Murphy, Owner | Senior Principal

19 Years with the Firm  
38 Years of Related Experience

### Joe Corvaia, Associate Principal

17 Years with the Firm  
19 Years of Related Experience

### James Pastine, Associate Principal

16 Years with the Firm  
22 Years of Related Experience

# VALUE PROPOSITION

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**BMO Field**  
Toronto, ON

# Value Proposition

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A division of leading sports and entertainment agency Creative Artists Agency (“CAA”), CAA ICON is the world’s leading owner’s representative and strategic management consulting firm for public and private sports, entertainment and public assembly facility owners/operators, professional franchises, and leagues.

**With more than 50 sports, entertainment and public assembly venue development projects and over 1,500 consulting engagements, CAA ICON has planned and managed the development of many of the most successful venues around the world, totaling nearly \$20 billion in project cost.**

As you will see on the following pages, there are several reasons why CAA ICON is the ideal resource to complete the scope of work for the City of Albuquerque (the “City”).

## 1. Capabilities – Specialized Resources

Our team is comprised of CAA ICON and Crawford Architects, both leaders in the sports and entertainment industry. CAA ICON is comprised of two industry-leading practice groups, the Strategic Advisory Group and Venue Development. Each group has lengthy track records of successfully planning and delivering some of the nation’s most transformational sports and entertainment projects. The Strategic Advisory Group will lead the engagement and handle all matters related to market and financial feasibility, and economic impacts. Venue Development will assist on matters related to stadium location, site evaluation, and constructability. Crawford Architects, an award-winning international planning, architecture, and interiors firm, will support CAA ICON in Phases I and II, and will be actively involved with the Phase III concept design and other tasks (with support from CAA ICON) as requested in the RFP.

While many of our competitors operate multi-disciplined consulting firms that provide services in many areas not related to the sports and entertainment industry, we are focused exclusively on sports and entertainment. Over our many years in the industry, our clients have consistently demanded a high degree of specificity and certainty relating to the design, cost control, quality of work, and schedule management of their projects. We have repeatedly met and exceeded those demands by delivering exceptional venues on (or under) budget and schedule.

## 2. Personnel Experience – Leading Sports Industry Specialists

**CAA ICON’s team has extensive expertise and in-depth knowledge of the sports and entertainment business.**

We believe that it is imperative that consultants in this industry are objective. We have no pre-determined position on the course of action that should be taken. Our conclusions and recommendations will be independent and impartial, and our primary goal is to protect the City’s interests. Our collective expertise in stadium feasibility and project management will provide the City with the highly specialized advice required to proceed through the complex pre-development phase. Resumes of our talented team can be found in the Key Personnel section of this document. Our projects leaders include the following senior-level industry experts:

- **Daniel Barrett, Executive Vice President, CAA ICON** – 30 years of experience in the sports and entertainment industry.
- **Chris Miller, Senior Vice President, CAA ICON** – 20 years in sports and entertainment primarily on the project management side of the business.
- **Josh Cohen, Vice President, CAA ICON** – 18 years serving in a strategic advisory capacity in sports and entertainment.
- **Mike Arnold, Vice President, CAA ICON** – 20 years in sports and entertainment primarily in design and architecture roles before joining CAA ICON.
- **David Murphy, Principal, Crawford Architects** – began his career working in sports as a designer in 1996.

As a benefit to the City, CAA ICON has additional resources with specialized expertise who can provide unparalleled knowledge for the project. These individuals will provide assistance, as required, in each of the three phases.

# Value Proposition

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## 3. Project Experience – Directly Applicable Projects

Our prior project experience is a unique asset and directly applicable to your Project.



The sports and entertainment industry is a highly specialized and complex industry, requiring in-depth knowledge and extensive experience across a broad spectrum. Sports and entertainment consulting encompasses not only diverse organizational and technical issues, but many projects must also be performed under public scrutiny in a complex marketing, financial, political, and statutory environment. Understanding project-related technical issues, as well as the political environment, is critical to the overall success of any project.

Expertise in these areas can only be achieved by direct experience on similar projects as outlined in the Project Experience section. Highlighted projects include feasibility and planning studies for Austin FC (MLS), El Paso Locomotive (USL), Nashville SC (MLS), Sacramento Republic FC (MLS), and design specification planning for Aloha Stadium District.

It is also worth noting that we have completed a number of sports and entertainment projects in New Mexico, including two projects for the City of Albuquerque and projects for the State of New Mexico and the City of Rio Rancho.

## 4. Innovation and Creativity – Proven Portfolio and Track Record of Results

**Our team members have consistently developed creative and innovative solutions to complex problems.**

Mr. Barrett's investment banking experience differentiates him from other consultants as he has a unique understanding of how to create a project that is financeable. We have formulated and refined a proven, focused, and data-driven approach to meet your objectives, and provide practical, implementable results that reflect development realities and not just theoretical research and national statistics. We have demonstrated our creativity and innovation in landmark projects like PETCO Park and the Ballpark Village real estate project in San Diego, CA, the Golden 1 Center and real estate development project in Sacramento, CA, Southwest University Park in El Paso, TX, and the renovation and revitalization of the Superdome in New Orleans, LA, among others. In all the previous examples (and innumerable others), we helped our client's achieve their goals by offering creative problem solving based on data, experience, and out-of-the-box thinking.

## 5. Commitment by Senior Management – Our Leaders are Committed to Your Project

As you will see from our proposed organizational chart and accompanying resumes, we are proposing a number of senior executives to engage with the City. If requested, CAA ICON would be willing to contractually commit the time of key team members. We will bring in support throughout the project from a number of incredibly talented resources who have expertise in key areas like scheduling, cost control, procurement, contract negotiation and design. Resumes of those key individuals are in the Project Team section of this package.

We empower owners to make informed decisions based on data, expertise, and years of direct experience.



# Crawford Architects

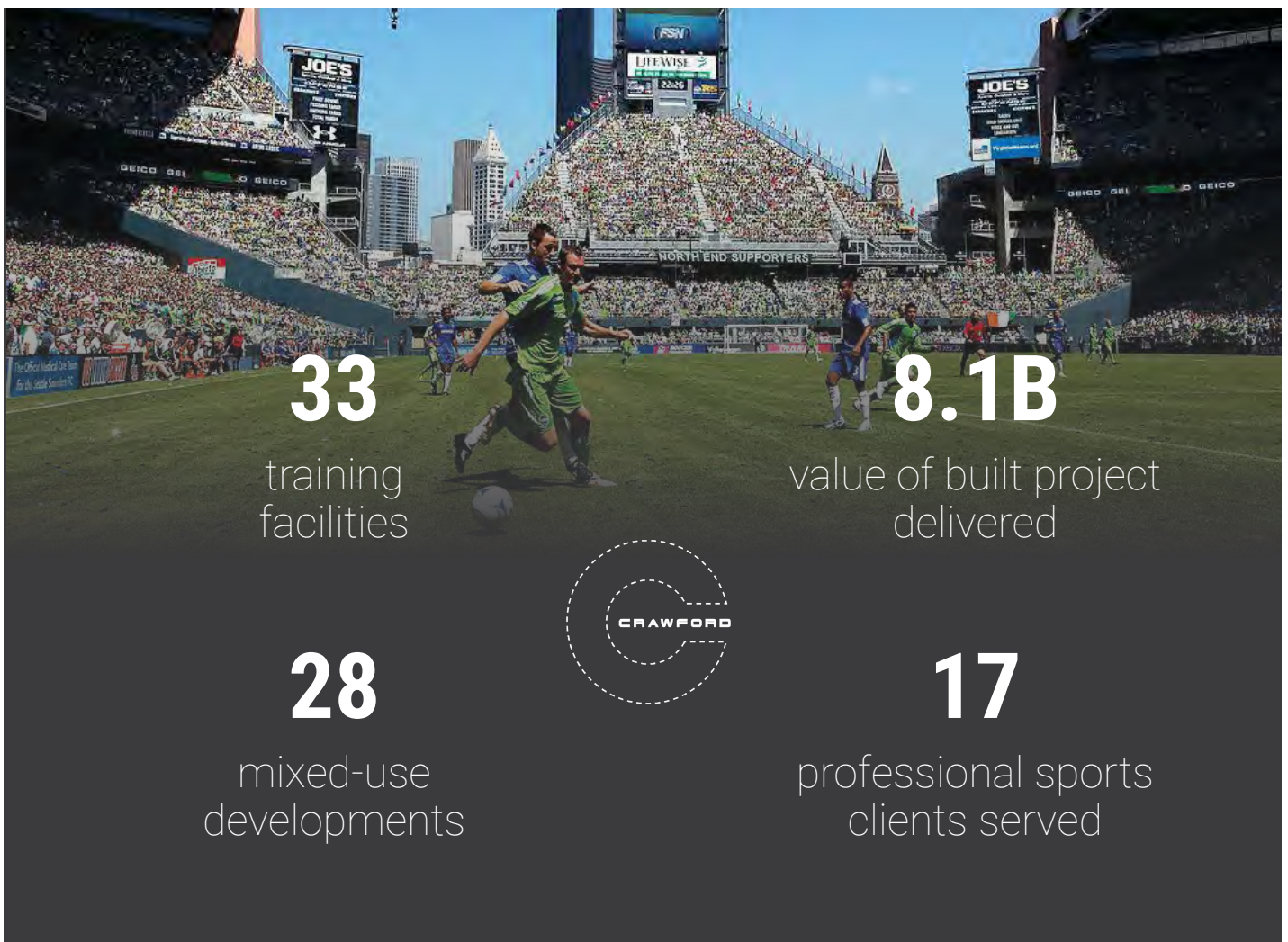
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Crawford Architects, an award-winning international planning, architecture, and interiors firm, will support CAA ICON in Phases I and II, and will be actively involved with the Phase III concept design and other tasks (with support from CAA ICON) as requested in the RFP.

As a professional services firm, Crawford Architects specializes in all aspects of the planning and design of complex sports and training facilities and buildings that contribute to the well-being of their users. What sets Crawford apart is their ability to create a big idea that guides all aspects of a project. This skill to create landmark designs is critical to creating projects that are feasible and fully integrated and cohesive to the eye.

Clients that hire Crawford receive the full attention of their partners and senior professionals from beginning to end. Dedication, skill, and perseverance are critical to the identification and delivery of Crawford's hallmark of adding value, which is the common thread running through all of their projects.

Crawford Architects has extensive experience in the design of projects of all sizes and needs, from professional sports arenas and training facilities, to campus-wide masterplans for athletic operations – both new construction and renovation. Their work covers multiple market segments including entertainment centers, real estate developments, civic arenas, intercollegiate and professional facilities, as well as the mixed-use developments that accompany those projects. For a medium size firm, this body of work sets Crawford apart from the competition as a leading expert in the design of public assembly facilities. The firm's key project experience includes:



# FIRM EXPERIENCE

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**Providence Park**  
Portland, OR



# Firm Experience

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## Firm Experience for the Past Five (5) Years:

### CAA ICON Total Volume:

CAA ICON Venue Development: 37 projects in the past five years

CAA ICON Strategic Advisory / Feasibility and Planning: 97 project in the past five years

### Percentage Breakdown by Type of Facility

CAA ICON Venue Development: 90% Sports and Entertainment Venues and 10% Other

CAA ICON Strategic Advisory / Feasibility and Planning: 90% Sports and Entertainment and 10% Other

### Pending Litigation:

No litigation or claims currently pending before a court or tribunal.

## Five Projects Most Similar to this Project:

On the following pages, we have provided relevant project experience and five case studies from the past five years. Additional project information requested in the RFP can be found on the last page in this section.

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“We have been on both sides of the table with Dan Barrett and his team. I believe CAA ICON is the best at what they do. More importantly, Dan Barrett and his team complete their work with integrity and unique insights.”

Tod Leiweke, Chief Executive Officer/Team President  
Seattle Kraken (NHL)





# Firm Experience

## Additional Team Experience



### USL Experience

- USL Expansion – Chicago (Sterling Bay)
- El Paso Locomotives (Mountain Star Sports)
- San Antonio FC (Spurs Sports & Entertainment)
- Portland Timbers 2 (Portland Timbers)
- Sporting Kansas City II (Sporting KC)
- ATL UTD 2 (Atlanta United FC)
- Seattle Sounders FC 2 (Seattle Sounders)
- Sacramento Republic FC

### MLS Experience

- Austin FC New Stadium
- Nashville MLS New Stadium
- City of Sacramento – MLS Expansion
- Sacramento Republic FC New MLS Stadium
- BBVA Compass Stadium
- BC Place Renovation
- Rio Tinto Stadium
- Providence Park Renovations
- Subaru Park
- Dick's Sporting Goods Park
- Detroit MLS – Proposed New MLS Stadium
- Columbus Crew SC – Proposed MLS Stadium
- D.C. United New Stadium Feasibility
- MLS New York Red Bulls – Stadium Valuation
- MLS San Jose Earthquakes – Avaya Stadium Valuation
- MLS – League Valuation
- MLS Portland Timbers – Franchise Valuation
- MLS Seattle Sounders FC – Franchise Valuation
- MLS2STL – MLS Stadium/Franchise Feasibility Analysis
- MLS Sporting KC – Franchise Valuation
- MLS Philadelphia Union – Franchise Valuation
- MLS Vancouver Whitecaps – Franchise Valuation
- Toyota Park
- Red Bull Park Design



### Crawford Architects Key Project Experience

- New Aloha Stadium Entertainment District
- USL Academy; West Oahu, HI
- NFL Vikings
  - Viking Lakes Mixed-Use Dev.
  - MLS Headquarters Test Fit
  - TCO Performance Center & HQ
  - TCO Sports Medicine Center
  - Ambulatory Surgical Center
  - STEM Innovation Center
- Bobcat Athletic Complex, Montana State University
- Bison Indoor Gridiron Practice Facility, North Dakota State University
- Sanford Jackrabbit Athletic Complex, South Dakota State University
- NFL Packers, Lambeau Field Renovation
- Virginia Mason Athletic Center, NFL Seahawks
- MLS Sounders & NFL Seahawks
  - Toyota Fan Deck at CenturyLink Field
  - CenturyLink Field End Zone
- University of California, Merced, 2020 Project
- The Pennsylvania State University
  - Lasch Gridiron Operations Building
  - Greenburg Training Facility

# Case Study: Two Oak Ventures - Austin FC

## OVERVIEW

In 2016, Columbus Crew ownership was evaluating the long-term viability for their club. Precourt Sports Ventures (later renamed Two Oak Ventures) and Major League Soccer (MLS) hired CAA ICON to evaluate the feasibility of an MLS team and stadium in Austin, Texas. CAA ICON has been continuously engaged throughout the project to offer various services as an expansion team was granted to Two Oak Ventures in Austin and a new MLS stadium was approved.

---

## APPROACH

The scope included (but was not limited to):

- **Market Analysis** - Evaluated the local and regional market area demand and developed a preliminary stadium program (capacity, luxury suites, loge boxes, club seats, parking, etc.) through a detailed assessment of local and regional market characteristics, demographics and benchmarking.
  - **Validate Market Analysis** - Validated preliminary market demand conclusions developed in the previous phase by conducting consumer research including web-based surveys, corporate surveys and focus groups.
  - **Financial Feasibility Analysis** - Created a baseline operating and financial profile for an MLS club and new stadium in Austin including detailed operating revenues (ticket revenue, premium spaces, naming rights, etc.) and expenses (stadium and team operations, sponsorship, broadcasting, etc.) to determine project feasibility.
  - **Deal Structure Advisory** - Provided detailed comparisons of MLS stadium deal structures to assist in funding discussions with public and private partners.
  - **Negotiating Advisory** - Dan Barrett acted as lead negotiator for Austin FC in structuring its deal with the City of Austin. CAA ICON also provided support to the legal team in drafting definitive documents.
  - **Financing Support** - Prepared a comprehensive feasibility report to assist Austin FC obtain private financing. CAA ICON also supported the Two Oak Ventures in the negotiations with lenders.
- 

## RESULT

CAA ICON has represented Two Oak Ventures since the inception of the project. The team provided strategic consulting services through multiple engagements, helped develop a Project Development Plan (“PDP”) to assess potential stadium sites and financing support, and provided an additional PDP to the City of Austin once a stadium site was selected. CAA ICON is now serving as Owner’s Representative for Two Oak Ventures and overseeing the design and construction of the 20,000-seat, \$250,000,000 stadium, which will open in Spring 2021. CAA ICON has been instrumental in keeping the project on budget and on schedule. The project will also include affordable housing as part of a mixed-use ancillary real estate development.





# Case Study: MountainStar Sports Group - El Paso Locomotive FC

## OVERVIEW

In 2015, MountainStar Sports Group engaged CAA ICON to assess the market and financial feasibility of operating a USL Championship expansion team in El Paso, Texas, as well as building a soccer-specific stadium for the potential expansion team.

## APPROACH

The scope included (but was not limited to):

- **Market Analysis** - Evaluated the local market area demand for soccer and developed a detailed assessment of local and regional market characteristics, demographics and benchmarking.
- **Financial Feasibility Analysis** - Created a baseline operating and financial profile for the team and stadium, including detailed operating revenues and expenses under two stadium scenarios: temporary soccer-specific stadium and ballpark.
- **Validate Market Demand Analysis (Limited)** - In 2017, CAA ICON was engaged to complete a fan research survey focused on interest in soccer, generally, and the USL Championship League, specifically.
- **Acquisition Due Diligence and Negotiating Support** - CAA ICON worked closely with MountainStar Sports Group to acquire a USL Championship expansion team. CAA ICON prepared due diligence materials, negotiated purchase price and key business terms with USL representatives and supported the legal team in the drafting of definitive documents.
- **Financing Alternatives** - In 2019, CAA ICON was engaged to identify and consider alternative financing structures/ options for a potential soccer-specific stadium, focused on private financing mechanisms and sources of funding.

## RESULT

CAA ICON was integral in El Paso FC Locomotive becoming the 35th USL team and in analyzing the feasibility of a soccer-specific stadium vs sharing the 7,500-seat Southwest University Park stadium with the El Paso Chihuahuas (which MountainStar Sports Group ultimately decided to do). CAA ICON has provided, and will continue to provide, strategic consulting services in connection with the original USL acquisition of the team and the potential development of a soccer-specific stadium. El Paso Locomotive FC began play in 2019.



# Case Study: Nashville Soccer Holdings - Nashville SC Stadium

## OVERVIEW

At the end of 2016, Major League Soccer (MLS) named Nashville as one of ten cities under consideration for four expansion teams. An important component of being awarded an expansion team was the viability of a soccer-specific stadium. CAA ICON was engaged to explore the feasibility of an MLS team and stadium in Nashville.

---

## APPROACH

The scope included (but was not limited to):

- **Market Analysis** - Evaluated the local and regional market area demand and developed a preliminary stadium program (capacity, luxury suites, loge boxes, club seats, parking, etc.) through a detailed assessment of local and regional market characteristics, demographics, and benchmarking.
  - **Market Validation** – Validated preliminary market analysis conclusions developed in the previous phase by conducting consumer research including web-based surveys, corporate surveys, and focus groups.
  - **Project Development Plan (“PDP”)** – Created a PDP that included site analysis, market demand, program development, conceptual design, budget and schedule, financial feasibility, and financing plan.
- 

## RESULT

In December 2017, MLS announced that Nashville would be awarded an expansion team. CAA ICON not only assisted with feasibility and planning for the team and new stadium, but continues to serve the client as Owner's Representative providing project management services for the design and construction of the 30,500-seat stadium. Nashville SC will make its debut at the stadium upon completion in 2022. The project will also include mixed-use ancillary real estate development as part of the redevelopment of the fairgrounds site.





# Case Study: Sacramento Republic FC Stadium

## OVERVIEW

Sacramento Republic FC, currently a United Soccer League Championship (USL) team, submitted its initial bid to become a Major League Soccer (MLS) expansion team in early 2017. CAA ICON was engaged to perform a market and financial feasibility analysis for the City of Sacramento to assess stadium options and the viability of Sacramento as home to an MLS expansion team.

## APPROACH

The scope included (but was not limited to):

- **Market Demand Analysis** – Evaluated the local and regional market area demand and developed a preliminary stadium program (capacity, luxury suites, loge boxes, club seats, parking, etc.) through a detailed assessment of local and regional market characteristics, demographics, and benchmarking.
- **Financial Feasibility Analysis** – Created a baseline operating and financial profile for an MLS club and new stadium in Sacramento including detailed operating revenues (ticket revenue, premium spaces, naming rights, etc.) and expenses (stadium and team operations, sponsorship, broadcasting, etc.) to determine project feasibility.
- **Negotiating Advisory** – Participated in negotiations for the City of Sacramento in structuring their deal with the Sacramento Republic FC. CAA ICON also provided support to the legal team in drafting definitive documents.

## RESULT

In October 2019, MLS officially announced Sacramento had been awarded an expansion team. CAA ICON is now serving as Owner's Representative for Sacramento Republic FC to oversee the design and construction of the 21,000-seat stadium that is slated to open in 2022. The new stadium is part of a 244-acre real estate infill project at the Railyards in downtown Sacramento.





# Case Study: Aloha Stadium District

## OVERVIEW

Crawford Architects is serving as the New Aloha Stadium Entertainment District (NASED) master planner, environmental review and project delivery consultant, working for the State Department of Accounting and General Services' Public Works Division to replace the aging stadium and generate mixed-use opportunities.

## APPROACH

NASED will be developed in phases over time, leading to the ultimate full build-out of the 98-acre Halawa site. The first phase of development will include the New Aloha Stadium and a mix of other uses that will connect the stadium with the HART station. From opening day of the New Aloha Stadium, NASED will be a vibrant, mixed-use district that will build up over time as the development continues to grow through subsequent phases. It is envisioned that the full build-out will be accomplished in several phases over the course of 10-15 years after the New Aloha Stadium opens.

### The project includes:

- Stadium design to accommodate all codes
- Stadium facility leveraged to create the highest commercial value for the site.
- The stadium and associated training facilities is integrated with the overall development in an impactful and meaningful way
- Recognized as a world class mixed-use development anchored by a stadium
- Strong partnership with the City of Honolulu to co-develop the required infrastructure
- Creates the greatest economic, social and experiential impact for the Community
- Project delivery is a P3 (Public, Private Partnership) on a DBFM basis
- Basis of design & program incorporates resilient design features - factoring in post COVID-19 requirements

## RESULT

A Public-Private Partnership (P3) solicitation process to select the ideal developer will blend public funds with the resources of a private developer to leverage a better, higher-value outcome for all interested parties; public and private alike. The P3 project includes a New Aloha Stadium in addition to a mixed-use entertainment district on the 98-acre site. The 45-year-old stadium will be demolished and replaced with a state-of-the-art 35,000-seat facility suitable for additional sports and entertainment uses beyond gridiron (Phase I scheduled to be completed Fall 2023).





# Additional Project Information

Because the representative projects are all privately owned, we are not at liberty to share estimated budget or schedule information that is not publicly available. If needed, we can request permission from our prior clients to provide portions of the applicable budget and schedule information under a nondisclosure agreement.



## Austin Two Oak Ventures: Austin FC

**Size:** 20,000 Seats

**Estimated Budget:** \$250,000,000

**Scheduled Completion:** Spring 2021

**Owner's Representative:** CAA ICON

**Project Reference:** Andy Loughnane, President of Austin FC (202) 494-9960

### Team Members

Dan Barrett  
Principal-in-Charge

Josh Cohen  
Project Executive



## MountainStar Sports Group - El Paso Locomotive FC

**Size:** 7,500 (fixed seating) 9,500–10,000 (+ add'l seating)

**Budget:** \$72,000,000

**Completion:** Spring 2014

**Owner's Representative:** CAA ICON

**Project Reference:** Alan Ledford, President of MountainStar Sports Group (915) 242-2001

Dan Barrett  
Principal-in-Charge

Josh Cohen  
Project Executive

Bryan Slater  
Project Director



## Nashville Soccer Holdings - Nashville SC Stadium

**Size:** 30,500 Seats

**Estimated Budget:** \$325,000,000

**Scheduled Completion:** Spring 2022

**Owner's Representative:** CAA ICON

**Project Reference:** Mary Cavarra, Vice President of Nashville Soccer Holdings, LLC (615) 298-8229

Dan Barrett  
Principal-in-Charge

Josh Cohen  
Project Executive



## Sacramento Republic FC Stadium

**Size:** 21,000 Seats

**Estimated Budget:** \$300,000,000

**Scheduled Completion:** Spring 2022

**Owner's Representative:** CAA ICON

**Project Reference:** Ben Gumpert, President & CEO of Sacramento Republic FC (310) 467-1792

Dan Barrett  
Principal-in-Charge  
(Strategic Advisory)

Josh Cohen  
Project Executive  
(Strategic Advisory)

Mike Arnold  
(Project Management)



## Aloha Stadium District (Crawford Architects)

**Size:** 35,000 Seats

**Estimated Budget:** Phase 1 - \$350,000,000

**Scheduled Completion:** 2023

**Owner's Representative:** Hawaii Dept. of Acct. and GS (DAGS)

**Project Reference:** Chris Kinimaka, Public Works Administrator at DAGS (808) 586-0499

Stacey Jones  
Principal-in-Charge

David Murphy

Joe Corvaia

# PROPOSED PERSONNEL

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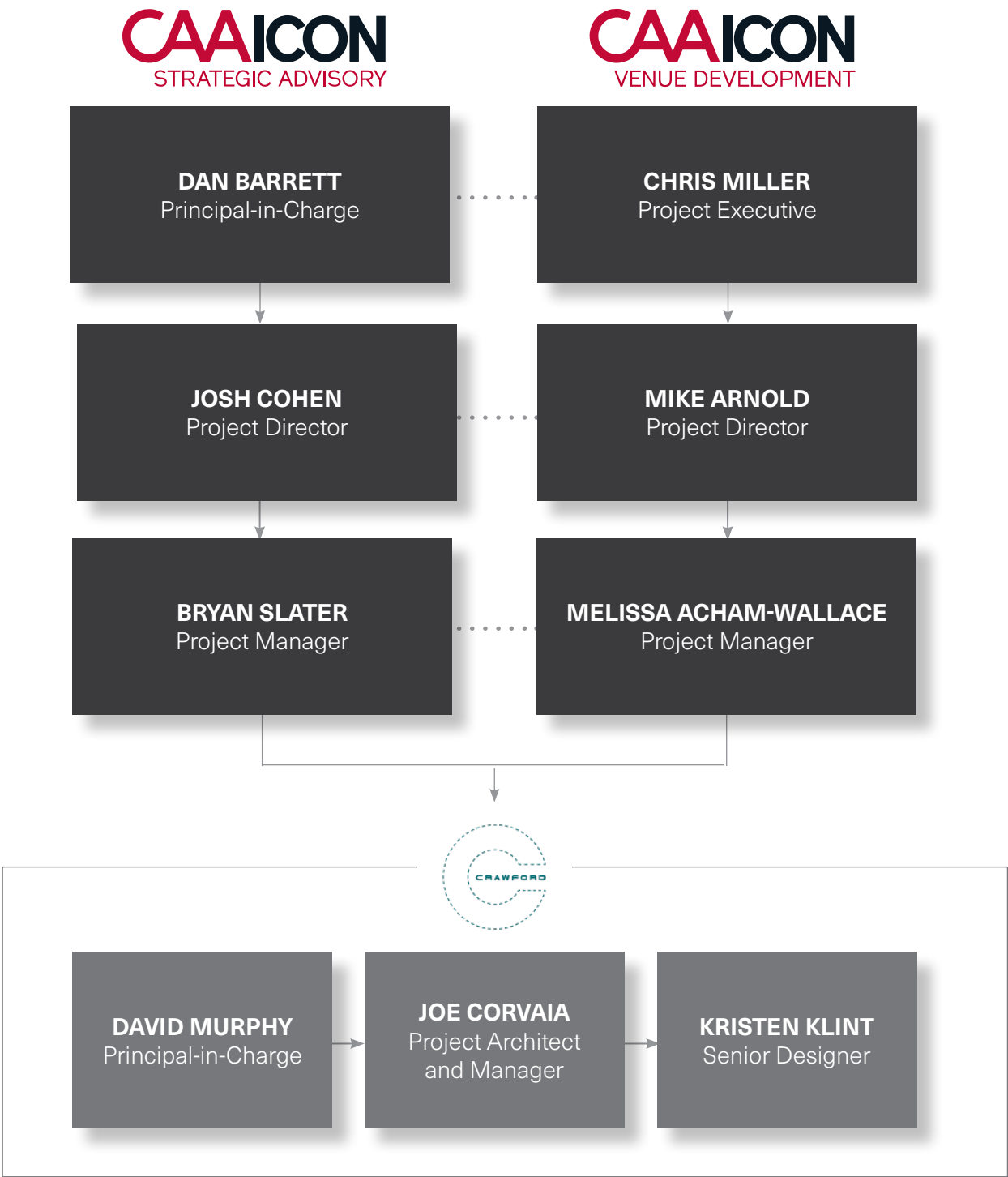




# Organizational Chart

Our team is comprised of leading sports and entertainment industry specialists.

CAA ICON's focus is on satisfying the project's needs in the most practical, timely and cost-effective manner. The Organizational Chart is shown below, and the responsibilities matrix and personnel bios demonstrate CAA ICON's responsibilities, authority structure, and experience of our project team.



# Responsibilities Matrix

CAA ICON and Crawford Architects are uniquely qualified firms highly capable of consulting on this project and providing the scope referenced below for the City of Albuquerque. As you can see from our past and current projects, we consistently meet and exceed our clients' expectations relating to meeting deadlines, cost control, and overall quality of work. Please feel free to reach out to any of our references (listed on page 13), to receive first-hand accounts of how we were, and continue to be, vital to the success of their projects.

The matrix below depicts the specific team member responsibilities through the three phases of the project.



PHASE I			
1-4: Size, Orientation, Constructability, and Location		✓	✓
5. Economic Impact (initial)	✓		
6. Market Feasibility	✓		
PHASE II			
1-5: Parking, Traffic, Acquisition, Commercial Development, Neighborhood Assessment	✓	✓	✓
6. Economic Impact (extension)	✓		
PHASE III			
1-2: Program and Concept	✓	✓	✓
3. Phase I Environmental		✓	
4. Survey: ALTA, Utilities, Traffic Impact Study, and Geotech		✓	

# Proposed Personnel

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## DAN BARRETT

### CAA ICON Executive Vice President

Dan Barrett leads the Strategic Advisory group of CAA ICON. He has more than 30 years of national and international experience in planning, negotiating, financing, developing, valuing, and operating sports, entertainment, and other real estate projects. Dan has completed more than 1,500 sports industry projects.

**Availability of Time:** 20%

#### Relevant Experience (Partial List)

#### Education

- Master of Business Administration in Finance and Real Estate, University of Southern California
- Bachelor of Arts in Economics/ International Studies, University of California, Los Angeles

- Austin FC – Stadium Development and Financing Advisory Services
- MLS Nashville - Market Analysis
- City of Sacramento – MLS Expansion Team/Stadium Deal Structure Support
- MLS Columbus Crew – Stadium Feasibility Study
- El Paso Locomotive FC - Franchise Analysis
- USL Expansion – Chicago (Sterling Bay)
- MLS St. Louis – Stadium Feasibility
- MLS Columbus Crew – Stadium Feasibility Study
- San Antonio FC (Spurs Sports & Entertainment)



## CHRIS MILLER

### CAA ICON Senior Vice President

Chris is based in CAA ICON's Charlotte office and is a seasoned Venue Development expert with more than 20 years of experience. He's directed some of the most prominent CAA ICON projects through successful completion and most recently managed a Planning and Stadium Feasibility Study for Buffalo Bills.

**Availability of Time:** 30%

#### Relevant Experience (Partial List)

#### Education

- Bachelor of Science in Environmental Health with a concentration in Environmental Health, Toxicology, and OSHA Compliance, Colorado State University
- Providence Park Renovation Phase 1, MLS (Timbers) - Portland, OR
- Buffalo Bills Stadium Feasibility - Buffalo, NY
- Fiserv Forum, NBA (Bucks) - Milwaukee, WI \$524,000,000
- Sprint Center, NBA/NHL - Kansas City, MO \$276,000,000
- LECOM Harborcenter - Buffalo, NY \$200,000,000
- PPG Paints Arena, NHL (Penguins) - Pittsburgh, PA \$321,000,000

# Proposed Personnel

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## JOSH COHEN

CAA ICON Vice President

Josh has more than 18 years of experience in the valuation, planning, financing, development, and operations of sports and entertainment facilities. He has extensive experience in the following areas, including but not limited to: market demand analysis; financial feasibility analysis; cash flow modeling; financing and funding analysis; economic and fiscal impact analysis; and franchise valuation.

**Availability of Time:** 30%

### Education

- Bachelor of Arts in Political Science with a specialization in Business Administration, University of California, Los Angeles (UCLA)
- Master of Business Administration (Emphasis Finance), Arizona State University (ASU)

### Relevant Experience (Partial List)

- Austin FC – Stadium Development and Financing Advisory Services
- MLS Nashville - Market Analysis
- City of Sacramento – MLS Expansion Team/Stadium Deal Structure Support
- MLS Columbus Crew – Stadium Feasibility Study
- El Paso Locomotive FC - Franchise Analysis
- MLS St. Louis – Stadium Feasibility
- MLS St. Louis – Stadium Feasibility
- MLS Columbus Crew – Stadium Feasibility Study
- College World Series Stadium Committee – TD Ameritrade Park Omaha



## MIKE ARNOLD

CAA ICON Vice President

Mike has more than 20 years experience in project management, design, and construction. He is currently serving as Project Director on the Sacramento MLS Stadium and recently completed the second phase of Providence Park Renovation in Portland, Oregon.

**Availability of Time:** 50%

### Education

- Bachelor of Architecture, Carnegie Mellon University

### Experience (Partial List)

- Sacramento MLS Stadium, MLS (Sacramento Republic FC)
- Chase Center, NBA (Warriors) - San Francisco, CA  
\$1,000,000,000
- Providence Park Renovation Phase 1, MLS (Timbers) - Portland, OR  
\$37,000,000
- Providence Park Renovation Phase 2, MLS (Timbers) - Portland, OR  
\$85,000,000
- Golden 1 Center, NBA (Kings) - Sacramento, CA  
\$534,600,000

# Proposed Personnel

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## MELISSA ACHAM-WALLACE

CAA ICON Director

Melissa is a CAA ICON Director with 14 years of experience in public and private commercial construction. She has experience with venue development, program management, scheduling, accounting, finance, budget analysis, contract development and field coordination.

**Availability of Time:** 75%

### Relevant Experience (Partial List)

- Palm Desert Arena, AHL - Palm Desert, CA
- North Park Elementary School Renovation - San Bernardino, CA
- San Bernardino Community College District Educational Facility Renovation at Crafton Hills College in Yucaipa, CA
- City of Montclair Police Department Facility - Montclair, CA
- Multiple private and public civil and water collection projects totaling \$15M in contracts for San Bernardino, Riverside, and San Diego Counties

### Education

- Master of Business Administration, Texas A&M
- Bachelor of Architectural Engineering, Pennsylvania State University



## BRYAN SLATER

CAA ICON Director

Bryan manages CAA ICON's Strategic Advisory projects and has more than 12 years of experience in the industry. He has overseen projects for the MLS, MLB, NBA, NFL, NHL and minor league baseball facilities, along with "Power Five" collegiate athletic departments and municipal governments throughout the nation.

**Availability of Time:** 50%

### Relevant Experience (Partial List)

- Austin FC – Stadium Development and Financing Advisory Services
- St. Louis MLS – Stadium Feasibility
- El Paso Locomotive FC - Franchise Analysis
- DC Dept. Of General Services - DC United Market, Financial and Impact Analysis

### Education

- M.B.A., Southern Illinois University - Edwardsville
- B.S. Business, Indiana University - Bloomington

# Proposed Personnel

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## DAVID MURPHY, AIA, AIBC

Crawford Architects - Principal-in-Charge

David was involved in projects for the 1996 Olympic Games and Phase I renovations of Lambeau Field and has prior experience with master planning efforts for USL facilities, football academies and youth sports facilities incorporated with mixed use development, including the New Aloha Stadium Entertainment District (NASED) and West Oahu projects in Honolulu.

**Availability of Time:** 85%

### Education

- Master of Architecture with Urban Design Certificate, 1988, University of Pennsylvania
- Bachelor of Architecture with Highest Distinction, 1986, University of Kansas, Lawrence

### Professional Registration

- Licensed Architect, 40 states & British Columbia

### Relevant Experience (Partial List)

- USL Academy; West Oahu, HI
- New Aloha Stadium Entertainment District; Honolulu, HI
- MLS Sounders & NFL Seahawks; Seattle, WA
  - Toyota Fan Deck at CenturyLink Field
  - CenturyLink Field South End Zone Expansion
- Virginia Mason Athletic Center, NFL Seahawks; Renton, WA
- Minnesota Vikings; Eagan, MN
  - TCO Performance Center & Headquarters
  - MLS Headquarters Test Fit
  - Viking Lakes Mixed-Use Development
  - TCO Stadium
- North Dakota State University, Bison Indoor Gridiron Practice Facility; Fargo, ND



## JOE CORVAIA, RA

Crawford Architects - Project Architect and Manager

Joe has devoted his career to the design and construction of multipurpose facilities, working on projects throughout the U.S. He's held key leadership roles in the design and delivery of nationally recognized stadium and arena projects, including the Minnesota Vikings TCO Performance Center & Headquarters; and the CenturyLink Field Toyota Fan Deck (NFL Seattle Seahawks).

**Project Availability:** 100%

### Education

- Bachelor of Architecture, 2000, University of Kansas

### Professional Registration

- Registered Architect Missouri

### Relevant Experience (Partial List)

- USL Academy; West Oahu, HI
- New Aloha Stadium Entertainment District; Honolulu, HI
- MLS Sounders & NFL Seahawks; Seattle, WA
  - Toyota Fan Deck at CenturyLink Field
  - CenturyLink Field South End Zone Expansion
- Virginia Mason Athletic Center, NFL Seahawks; Renton, WA
- Arizona State University, Wells Fargo Arena, Tempe, AZ
- Minnesota Vikings, Eagan, MN
  - TCO Performance Center & Headquarters
  - Viking Lakes Master Plan
  - MLS Headquarters Test Fit

# Proposed Personnel



## KRISTEN KLINT

Crawford Architects - Senior Designer

Kristen is a key component of design leadership and planning for professional athletic and training facilities. She has led design efforts for notable projects such as the Minnesota Vikings TCO Performance Center & Headquarters; the Arizona State University Multipurpose Arena and mixed use development including the New Aloha Stadium Entertainment District (NASED) in Honolulu.

**Project Availability:** 95%

### Education

- Master of Architecture, 1999, University of Kansas
- Bachelor of Arts, Psychology, 1985, William Jewell College

### Relevant Experience (Partial List)

- Arizona State University; Tempe, AZ
  - Sun Devil Ice Arena
  - Wells Fargo Arena Renovation
  - Sun Devil Stadium Press Box
- North Dakota State University, Bison Indoor Gridiron Practice Facility; Fargo, ND
- Wintrust Arena at McCormick Square; Chicago, IL
- Montana State University, Bobcat Athletic Complex; Bozeman, MT
- Minnesota Vikings; Eagan, MN
  - Vikings Lakes Mixed-Use Development
  - TCO Performance Center & Headquarters
  - MLS Headquarters Test Fit
  - TCO Orthopedics Clinic and Ambulatory Surgical Center
  - TCO Sports Medicine Center
  - STEM Innovation Center



“Crawford Architects brought the Seahawks brand to life through architecture. Working with them was a joy as they shared our values and priorities.”

Martha Fuller  
(former) NFL Seahawks / MLS Sounders COO



“CAA ICON represented our ownership group from the very beginning of both projects. They understood our vision and ultimate goals and their expertise brought value to both of MLSE’s projects that were in development at the same time.”

Bob Hunter, Chief Project  
Development Officer (former), MLSE





# **CITY OF ALBUQUERQUE**

## **Multi-Purpose Soccer Stadium Feasibility Study**

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

### **COST PROPOSAL**

Submitted by: CAA ICON

October 2, 2020

**CAA**ICON





# Total Cost and Structure

CAA ICON's fee for the scope outlined in Part 3 of the RFP is outlined in the matrix below. The breakdown reflects both CAA ICON's fees and the estimated fees for architect/engineer and specialty consultants. Based on our experience with projects of similar size and scope, we have estimated a flat fee for each of the architect/engineer and specialty consultants rather than an hourly rate engagement. Unless the City prefers a different arrangement, we would anticipate that all consultants would be managed by and paid through CAA ICON (after CAA ICON's receipt of payment from the City).

Further, should the City request, CAA ICON would be willing to enter into a mutually-agreeable Fixed Fee Agreement.

SCOPE	CAA ICON	Crawford	Subs	Total	Phase Total
<b>PHASE 1</b>					
1-4: Size, Orientation, Constructability, Location	50,000	15,000	-	65,000	
5. Economic Impact (Initial)	60,000	-	-	60,000	
6. Market Feasibility	75,000	-	-	75,000	
<b>City Cost for Phase 1:</b>					<b>\$ 200,000</b>
<b>PHASE 2</b>					
1-5: Parking, Traffic, Acquisition, Commercial Development, Neighborhood Assessment	60,000	15,000	-	75,000	
6. Economic Impact (Extension)	40,000	-	-	40,000	
<b>City Cost for Phase 2:</b>					<b>\$ 115,000</b>
<b>PHASE 3</b>					
1-2: Program and Concept	90,000	100,000	-	190,000	
3. Phase I Environmental	-	-	20,000	20,000	
4. Survey	50,000	-	-	50,000	
ALTA	-	-	20,000	20,000	
Utilities	-	-	30,000	30,000	
Traffic Impact Study	-	-	70,000	100,000	
Geotech	-	-	55,000	55,000	
<b>City Cost for Phase 3:</b>					<b>\$ 435,000</b>
<b>Total</b>	<b>\$ 425,000</b>	<b>\$ 130,000</b>	<b>\$ 195,000</b>	<b>\$ 750,000</b>	

# All Costs

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Reimbursable expenses will be billed directly to the City and will be in addition to the fees outlined above.

Reimbursable expenses typically include all expenses incurred including, without limitation, travel and subsistence of staff, copies, postage, publications, subcontractors, specialized reports, maps, econometric models, demographic database report allocation (which is a one-time expense of \$500), gross receipts taxes, and survey panels (if any). As is our standard practice, administrative and overhead expenses (e.g. telephone, supplies, and other similar provisions) shall be billed at \$150 per month.