

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2007-017-TC

Conservation Oversight Management



Due Date: April 27, 2007, NLT 4:00 p.m. MDT

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

**Pre-proposal Conference: April 4, 2007
Albuquerque/Bernalillo County Government Center
Room 7033**

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
March 20, 2007**

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INTRODUCTION

The Public Art Program seeks to enter into a contract with a qualified individual or business capable of working closely with Program Staff to plan and coordinate conservation and maintenance services for the Public Art Collection. Scheduling regular and ongoing maintenance of the works that comprise the Public Art Collection, coordinating with contractors and vendors to facilitate conservation, scheduling and coordinating new projects and administrative procedures that are an integral part of the program are all important aspects of this contract. The contractor must be familiar with art handling and transport techniques, guidelines for conservation and repair methods, materials, engineering of large works and safety guidelines for supervising work crews and skilled laborers.

PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2007-017-TC, " **Conservation Oversight Management**"

1.2 Proposal Due Date: **April 27, 2007 - NLT 4:00 PM MDT**

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

1.2.1 Pre-Proposal Conference: This pre-proposal conference is not mandatory, but is recommended and proposers are encouraged to attend. This conference will be held on April 4, 2007 at 1:30pm in the Purchasing Conference Room (Room 7033), City/County Government Center.

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

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

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

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

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "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 offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance

with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

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

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

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

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

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

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii)

should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

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

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

- Thomas Courtin, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3504 or E-Mail: tkcourtin@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by Municipal Development Department, Public Art Program, CIP Division.

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

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

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

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

- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

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

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

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

1.9.5 Submit 1 original and 5 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request for Proposals.

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

1.11 Acknowledgment of Amendments to the Request for Proposals: Receipt of an amendment to the Request for Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

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

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

- 1.14 Evaluation period:** The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.
- 1.15 Evaluation Assistance:** The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.
- 1.16 Rejection and Waiver:** The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 1.17 Debarment of Offeror:** Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.
- 1.18 Award of Contract:**
- 1.18.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.
- 1.18.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.
- 1.18.3 Contract Term:** The contract term shall be for a period of thirty-six (36) months from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for up to two (2) additional twelve (12) month periods by mutual written agreement between the City and the Contractor.
- 1.18.4 Type of Contract:** Firm fixed price.
- 1.18.5 Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.
- 1.18.6 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.
- 1.19 Cancellation:** This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

- 1.20 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.
- 1.21 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.
- 1.22 Proprietary Data:** This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to consider confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models, or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).
- 1.23 Local and Resident Preference:** A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.
- 1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:**
- 1.24.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.
- 1.24.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.
- 1.24.3 Timely Protests:** Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

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

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

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

1.24.6 Address Letters and Envelopes as Follows:

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

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

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

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, 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 coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New

Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

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

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

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

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

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

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

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the

Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.3.4 Professional Liability (Errors and Omissions) Insurance.

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

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

1.25.5 Bonds. The Offeror and the Contractor shall furnish a separate Bid Bond, Performance Bond and Labor and Material Payments Bond as follows:

BID BOND: Each offer MUST be accompanied by a bid bond issued by a surety, duly authorized to conduct business in the State of New Mexico and acceptable to the City, in the amount of five percent (5%) of the total amount offered and written on the form provided in this RFB. The Bid Bond is submitted as a guaranty that the OFFEROR, if awarded the contract, will promptly execute such contract in accordance with this Request for Bids, will furnish good and sufficient bond for the faithful performance of the contract and for the payment of all labor and materials. The OFFEROR must be named as principal on the bond. **NO THIRD PARTY BID BONDS WILL BE ACCEPTED.**

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENTS

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

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

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

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

2.1.2 Experience:

2.1.2.1 Current Experience. In narrative format, describe your current work situation as it relates to this Conservation Management Oversight position.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

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

2.1.4 Management Summary: Describe experience supervising skilled art conservators, casual laborers and contractors as it relates to the Conservation Oversight Management position. Also describe your relationships with supervisory personnel.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit one original and one copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix A, and attached hereto.

2.2.2 The cost proposal should contain at least the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.

- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.4 An example of the preferred format is contained in Appendix A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

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

**PART 3
SCOPE OF SERVICES**

Administration (Phase 1)

3.1 Coordinate all work with Public Art Program.

Work closely with Program Director, Collections Manager and Coordinators to develop long range planning for the program as well as prioritize needs and goals. Attend regularly scheduled Staff meetings with Program Staff and relevant City Employees to determine scheduling and oversight of ongoing projects.

3.1.1 Fiscal Management of Conservation Contracts

Maintain and report on budget considerations for ongoing conservation management tasks, site preparation, repairs and regular collection needs. Maintain budgets associated with all conservation management contracts.

Maintain all relevant documentation and communication associated with conservation contracts, from initial bid inquiries through final payments. Coordinate and communicate ongoing contract details and pertinent information with Staff.

3.2 Additional Services Contract Management.

Maintain and track all additional services contracts associated with Conservation Management. Coordinate and communicate ongoing additional services details and pertinent information with Staff.

3.2.1 Create contract Scope for additional services contracts, with emphasis on tasks contracted to cost analysis.

3.2.2 Control contract payments. Insure timely payment of additional services contracts.

3.2.3 Contract work oversight. Physical presence on work sites and good communication with contractors/skilled laborers to assure reasonable time allotments and quality of service.

3.3 Field Collection Management.

Assessment and report of the physical condition of works in the Public Art Collection to include immediate needs, interim maintenance recommendations, and long range goals for the preservation of the Collection.

Basic Services (Phase 2)

3.4 Basic Services

- 3.4.1 Submit Monthly Schedule of Tasks to be performed.** In collaboration with Public Art Staff, create and deliver a monthly assessment of repairs, scheduled and emergency maintenance and on-going conservation to be completed.
- 3.4.2 Create Visual and Photographic Inventory of the Collection.** Create digital (and other) imagery to interface with Program software, maintaining this visual record to reflect current inventory and conservation status. Document collection may be used for other purposes such as advertising, catalogs, special events, and educational programs.
- 3.4.3 Review Proposed Art Projects.** Collaborate with Public Art Staff to identify potential problems with installation and future maintenance and conservation of art projects. Work with selection committees to enable artists to create lasting works for the collection with reasonable maintenance needs.
- 3.4.4 Identify Critical Issues.** Bring critical issues to the attention of the Public Art Staff in a timely manner. Assist in creating creative solutions to unusual problems and challenges.
- 3.4.5 Graffiti Clean Up Response.** Develop and oversee a regular response to graffiti and vandalism issues, with emphasis on a rapid response from the Public Art Program to public concern and reporting of these problems.
- 3.4.6**
- 3.4.6.1 Maintenance.** Develop a maintenance schedule for all works in the Public Art Collection, based on both regular preventative care and situation responses such as vandalism, public safety, artwork deterioration, site maintenance, lighting issues and mechanical considerations affecting presentation.
- 3.4.6.2 Conservation.** Develop a conservation schedule to reflect contemporary techniques for long-term and immediate care of public artworks.
- 3.4.6.3 Safety.** Develop a priority system to determine safety issues for works in the Public Art Collection, with consideration for Public Safety, artwork safety and the safety of skilled and contract laborers engaged in maintenance.

3.4.6.4 Appropriateness. Collaborate with Public Art Staff to determine site, aesthetic and cultural appropriateness of works in the collection and future projects.

3.4.7 Fundamental Service Responsibilities include care of collection and is considered to include care and maintenance of artwork. Included in this responsibility is cleaning, waxing, painting, restoring, photographing, scheduling contractors, and cost estimation of work.

Associated Business Needs/Specifications (Phase 3)

3.5 Business Needs/ Specifications

- 3.5.1 Office Space.** Conservation Oversight Manager should maintain adequate administrative space to manage duties and functions of the Public art Program, Conservation Oversight Manager.
- 3.5.2 Material Storage (heated, unheated).** Conservation Oversight Manager will maintain adequate space for the storage of equipment, supplies, chemicals, paints and solvents associated with maintenance of the Public Art Collection, including safe chemical storage cabinets, reasonable heating to assure product viability and a storage facility for artworks and elements of artworks undergoing repairs.
- 3.5.3 Mileage.** Accurate record keeping of mileage used in regular performance of duties including maintenance/conservation, supply procurement, on-site documentation and any travel associated with the performance of duties described above.
- 3.5.4 Computer Hardware and Software** to interface with that of the Public Art Program. Conservation Oversight Manager will maintain sufficient computer hardware and software to interface with that of the Public Art Program and the City of Albuquerque to facilitate the documentation and record keeping described above. Collaboration with Public Art Staff to assure maintenance of database systems used for registration documentation, condition assessments, task proposals, conservation histories, financial documentation and current status information.
- 3.5.5 Digital Camera.** Conservation Oversight Manager will maintain adequate capability to take digital photographs for the purposes of documentation and interface with Public Art Program systems.
- 3.5.6 Ongoing Conservation Education.** Conservation Oversight Manager will explore offerings of current seminars, workshops and classes to establish an ongoing schedule of education relevant to a conservator to facilitate the maintenance, upkeep and preservation of the Public Art Collection.
- 3.5.7 Procured Items.** Item bought in support of this contract and were invoiced to the City become the property of the City.
- The Contractor must maintain an inventory of these items and submit Inventory Reports on an every other month basis. The report will highlight those items procured since the previous submission of the Inventory Report.
- 3.5.8 Insurance Coverage Required.** Sections 1.25 - 1.25.5 describe specific insurance requirements for the Conservation Oversight Management position.

PART 4
EVALUATION OF OFFERS

- 4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.
- 4.2 Evaluation Criteria.** The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

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

200 --The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule.

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

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

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

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

100 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

- 4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Appendix A. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.
- 4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.
- 4.2.4 Local Preference.** Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

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**PART 5
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, RFP____ - ____ - __, titled “ _____”, dated _____, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

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

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

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

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

Provide Conservation Oversight Management in accordance with Exhibit A as supplemented by Exhibit B.

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

3. 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 at the rate of _____ Dollars (\$_____) per month. Payment shall be made to the Contractor monthly upon receipt by the City of a properly documented requisition for monthly 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 their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein 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 insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (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. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

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

otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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

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

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

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

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

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

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

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

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

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

CITY OF ALBUQUERQUE

CONTRACTOR:

Approved By:

By: _____

Bruce J. Perlman, Ph.D
Chief Administrative Officer

Title: _____

Date: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

_____, **Director**
Department of Municipal Development

Date: _____

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

**PART 6 - INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

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

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: **SELECT ONE**

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

Appendix A

RFP Number and Title: RFP2007-017-TC															
Public Art Program Conservation and Maintenance Contract															
Phase A - Administration															
A.1 Liaison All Work With Public Art Program															
A.1.2 Fiscal Management Conservation Contract															
A.1.2 Record Management of Conservation Contract															
A.2 Additional Service Contract Management															
A.2.1 Create Contract Scope															
A.2.2 Control Contract Payment															
A.2.3 Contract Work Oversight															
A3 Field Collection Management															
Phase A Subtotals															
Phase B - Basic Service															
B.1 Submit Monthly Schedule of Tasks															
B.2 Create Visual and Photographic Inventory of the Collection															
B.3 Review Proposed Art Projects															
B.4 Identify Critical Issues															
B5 Graffiti Clean Up Response															
B6 Create an Assessment of Needs															
B.6.1 Maintenance															
B.6.2 Conservation															
B.6.3 Safety															
B.6.4 Appropriateness															
B7 Fundamental Service Responsibilities*															
Phase B Subtotals															
Phase C - Associated Business Needs															
C.1 Office Space															
C.2 Storage of Materials (heated and Unheated															
C.3 Mileage															
C.4 Computer Hardware and Software to interface w/ Art Program															
C.5 Digital Camera															
C.6 On Going Conservation Education															
C.7 Taxes															
Phase C Subtotals															
Grand Totals															

Note: * Fundamental Service Responsibility includes care of collection and is considered to include: cleaning, waxing, painting, restoring, photographing, scheduling, cost estimating care of collection

* Contract management will include, artists, conservators, landscapers, fountain maintenance, laborers, and others as needed to conserve and maintain the collection.

Project totals include fees and direct costs, NM Gross Receipts Tax has not been included. (NMGR= 6.875%)
All Subcontractor costs have been identified.