

ADDENDUM 2

RFP2007-005-SB

"Landscape & Irrigation Maintenance: Albuquerque International Sunport"

Attached is the transcript of the mandatory pre-proposal conference held January 8-9, 2007.

**Mandatory Pre-Proposal Conference**  
**RFP2007-005-SB**  
**Landscape and Irrigation Maintenance**  
**Albuquerque International Sunport – Press Room**  
**Monday, January 8, 2007 @ 8:00 AM**

Discussion:

Suzanne Boehland, Senior Buyer, indicated the Pre-Proposal Conference would be held for two days. A representative from each company must be present each day in order to qualify.

On Monday, January 8<sup>th</sup> the meeting will consist of a brief overview of Procurement Process, project overview and site tour.

On Tuesday, January 9<sup>th</sup> the meeting will consist of a question/answer session. All questions must be submitted in writing. Questions can be turned in at the end of Monday's session, which will help team prepare answers for Tuesday's session otherwise any questions not answered in meeting will be answered in an Addendum. Verbal questions may be taken but it is preferred all questions be in writing. RFP will be reviewed.

Within 5-10 business days an Addendum should be issued for RFP that will answer any questions as well as provide clarification and/or additional information.

Suzanne Boehland, Senior Buyer, stated she is dedicated to Aviation Department; however, during this process she will represent the Purchasing Office.

John Niwa, Aviation Landscape Coordinator, welcomed everyone to the RFP process. He stated the Sunport is one of the largest, most diverse and important landscapes in New Mexico. It is the opening door to all the visitors, investors, and business leaders to the city. The Albuquerque International Sunport has and continues to invest millions of dollars to better the facility and the valued impression it renders to its visitors, citizens, and the tenants it serves. John indicated he has been in the horticulture industry in Albuquerque for 25 years, served 10 years at the Rio Grande Botanic Garden as a Master Gardener. As the Landscape Coordinator it is his duty to make sure the landscape of the facility attain the highest quality possible. He plans on working closely with the successful contractor to improve the landscape with a determination to raise it to the top airport landscape in the country.

During the tour, John will give a brief overview of the areas to be maintained and inform attendees of the irrigation systems. Attendees are welcome to visit the area on their own after the formal tour. John said as the group goes through the process everyone should keep in mind the landscaping at the Sunport is one of the first and last thing visitors see (first impression and last memory of the State of New Mexico). Important to get a good quality especially since we are in such a high visibility situation. Another major concern is water consumption. The Sunport is working diligently to reduce water usage.

Suzanne said the Sunport is lucky to have John Niwa as this is the first time the Sunport has had a Landscape Coordinator. John has been able to see "big picture" and coordinator with city personnel and private citizens to make sure landscape is adequate and to make sure water consumption is used appropriately.

Introductions of attendees took place (see sign-in sheet for accurate list). John and Suzanne indicated everyone should have a copy of the RFP and map dated October 9, 2006. There was a lot of interest in this particular RFP. Additional copies of RFP can be made if needed.

This is a Mandatory Pre-Proposal Meeting to be held two days. Any vendor that is not present or represented at meetings will not be allowed to submit a proposal. Suzanne is a representative of the City Purchasing Officer and she is the ONLY point of contact. After these meetings, questions MUST be

submitted to Suzanne in writing (via facsimile or e-mail, e-mail is preferable). DO NOT contact Sites Southwest – if Suzanne is unable to answer any questions she will forward to Sites Southwest. This will help keep the integrity of the procedure and make sure all communication falls within the Procurement Process. Offerors may not discuss anything in relation to this RFP with any other City employee except Suzanne Boehland in writing. If an Offeror is discovered trying to get information about this RFP from a City employee that Offeror may be disqualified. Anyone with a current contract with the airport may discuss that particular contract; however, are not allowed to discuss this particular RFP.

Deadline to turn-in proposals is Tuesday, February 20, 2007 at 4:00 PM. Proposals must be turned in to the City Clerk's Office located on the 11<sup>th</sup> floor of City Hall downtown. City Clerk will not accept late proposals. Certain items must be included with RFP – if you must include it in RFP to be qualified it will be stated accordingly. Read wording very closely.

In the past, landscape maintenance has been done such as the rental car facility and Sunport Blvd. but they have been done by Requests for Bids.

Request for Bid has very specific specifications and who ever meets specifications and is considered responsive responsible and is the low bidder wins the bid and gets the contract.

Request for Proposal is when price is not main concern. Main concern for this RFP is the how well the landscape is maintained and the irrigation system is maintained. In those cases it is not as simple as opening up the bids; there is an ad-hoc committee assigned. The ad-hoc committee will review proposals and evaluate them over a series of meetings. The number of meetings and timeframe depends on the schedule of the committee members, the number of proposals submitted, and if Offeror interviews and demonstrations are required. Additional information and best and final offers may be requested from the Offerors. The ad-hoc committee may also short list the proposals meaning if they receive 6-10 proposals they may go through and decide top 3 or 5 and conduct more detailed reviewed. Once the committee has evaluated the proposals, a Recommendation of Award (ROA) will be sent to Mayor's office for approval. When Mayor's office has approved the ROA, the ROA will be e-mailed and mailed to the Offerors. Once ROA has been published, the RFP file becomes public and the ten working day protest begins. Proposals and the RFP file is not public until the ROA has been published in order to keep the integrity of the process and in case more evaluation is needed before ROA is published. At this time the Purchasing Office may commence negotiations with the vendor or vendors that have been recommended for award. The evaluation criteria have been published in the Request for Proposals. To retain the integrity of the Procurement Process the names of the evaluation committee will not be published. The process usually takes 35-90 days from the proposal submission deadline to the recommendation of award by the evaluation committee. The time to complete process is determined by the number of responses received, the complexity of the responses, and the level of authority needed to approve the recommendation of award. The process is not subject to the Open Meetings Act. The evaluation committee can short list the proposal, ask for best and final offers and interviews. Once the Mayor's office has made a recommendation of award it will go through Council Finance Committee and then to Council for approval. The City is trying to determine if it is best to outsource the entire landscaping maintenance and irrigation of the airport or if staying internal would be best for the airport. Tried to make the RFP fair and equitable to everyone. Looking for what is best for the City and the Aviation Department. It may not go through Council Consent Agenda but may get time on the floor.

Make sure cell phones are silent during Mandatory Pre-Bid Conference and during tour. If anyone needs to answer a phone call, please leave the room; however, the meeting will not be stopped.

John Niwa stated the airport is vast and has a lot of irrigation and landscaped areas. Facilities are leased to Federal Express, National Weather Service, etc. which are maintained by the Aviation Department and are included in the contract area. Fifty acres irrigated with very diverse landscape, low water use turf, several varieties of trees and shrubs. Included in the contract are areas that are not landscaped such as medians, looking for weed and liter control. All roadsides within the airport area will need to be kept clean and mowed 6' from curb. There are some areas where employees will need car access into parking areas – no access to secure areas. Background checks may be required – will be verified. A necessity

to monitor areas 24 hours a day, 7 days a week, 365 days a year. In the process of upgrading most of the airport irrigation system to a central control computer system. There may be some communication issues with units – dealing with radio frequencies. Very main objective is water conservation; plans in the future to hook up landscape to reclaim/reuse water. Many of the new areas have been designed non-potable with purple pipes and irrigation heads. Bear in mind the successful contractor will be required to continue in repairs to identify non-potable areas with proper plumbing and piping fixtures. There will also be some changes in other irrigation systems. The airport plans expansions over time so areas will change. As time goes the terms of the contract and type of landscapes and irrigation will change.

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Suzanne Boehland, Senior Buyer, indicated an introduction of the Procurement Process and a site tour of the Sunport property took place on Monday, January 8, 2007.

Suzanne stated the meeting today will consist of reviewing written questions and answering them accordingly. A brief break occurred allowing Suzanne and John Niwa to organize questions/answers and to determine which questions can be answered today and which will be answered by Addendum. The group will also review RFP today.

Suzanne reminded everyone to sign in because the meetings are mandatory.

**Grounds Keeper Questions:**

Will the Contractor be responsible for and pay fees and penalties that result from pre-existing violations? *No. Question is specifically concerning backflow prevention in Sections 3 and 13-1. All Contractors that submit offers must have the appropriate State of New Mexico Contractor's license which is required for this type of work, including but not limited to irrigation, pesticide backflow prevention. Question specifically concerning backflow prevention.*

Can the Contractor document using a subcontractor for this service? *Yes, as long as the subcontractor meets requirements identified in RFP.*

Will any storm damage resulting in a clean-up be part of the Contractor's responsibility or will it be additional cost? *Normal average rainfall storm clean-up will be included. Catastrophic events will be handled on a separate basis on a case-by-case basis.*

At what height should trees or sidewalks, walkways, etc. be maintained? *This item will be answered via an Addendum but generally to allow pedestrian traffic or vehicular traffic flow.*

What responsibility will Contractor have for cleaning up hardscapes? *Will be covered in Addendum.*

If weeds occur in curb lines is Contractor responsible for spraying or removal? *Contractor will be responsible for any plant growth, weeds, trees, and flowers, irregardless of where it is located outside of terminal building if in contracted area.*

Will there be any restrictions on what chemicals can be used – pesticide or insecticides? *Will be covered in Addendum.*

Will Contractor be responsible for eradicating or euthanizing any ground burrowing animals? *Not if endangered or protected as defined by City.*

What central command system will be put in place? *Will use Motorola Irrinet and Scorpio units. Central control computer will be located at Airfield Maintenance Building to control airport site.*

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**Lawncapers Questions:**

How can City Parks and Recreation be bidding against private sector with tax payer dollars? Is this conflict of interest? *This process has been done in the past and is a managed competition (example: Civic Center and Prisoner Transport). Been careful to include specific language in RFP to make sure it is fair and equitable to all parties.*

Whose responsibility is storm damage and vandalism? *Previously answered.*

Are irrigation system repairs to be included or to be billed as time and materials separately? *Covered in RFP. Any damage to irrigation system caused by Contractor is Contractor's responsibility to replace and repair including material. Any acts of mechanical failure and/or damage by vandalism the Contractor will provide labor and tools to make repairs. Cost of parts will be responsibility of City. Contractor will need to show invoice received from supplier to be reimbursed.*

Are plant material replacements billed separately? *Covered in RFP. Contractor's responsibility to provide labor for any and all plant material replacement. The City will pay for any damaged caused by vandalism. The City will pay for annual plant change-out. Contractor will supply labor to install those included in contract.*

Is gravel, crusher fines and bark mulch replacements to be billed separately? *Contractor shall replace gravel, crusher and bark mulch per the Landscape Management Plan. Contractor to submit invoices to the City for reimbursement of the purchase price of the mulch.*

Who is responsible for cutting down and hauling away dead trees? *Contractor is responsible for cutting down and hauling away dead trees.*

Are renovations to be bid out or negotiated with awarded Contractor? *Covered in RFP. Can make adjustments as necessary as landscape changes will be based upon negotiation with awarded Contractor.*

What are the graffiti areas included? *Contractor is responsible to remove graffiti on landscape elements and irrigation equipment. This does not include artwork or walls adjacent to contract area.*

**LeeScapes Questions:**

Are existing tree rings to be maintained, i.e. mulched annually? *Yes per Landscape Management Plan.*

Is streetscape from curb to sidewalk in front of Little Anita's to be included? *No.*

Is Contractor responsible for any graffiti removal? Concerning wall at Sunport Blvd. will it be City or Contractor's responsibility? *Contractor is responsible to remove graffiti on landscape areas and irrigation equipment. Artwork or walls adjacent to contract area not included.*

Approximately how many square feet of color bed are there for annual color change? *Will be identified in Addendum.*

**Parks and Recreation Questions:**

What are the areas maintained by the Aviation Department that are in the non-safety areas cross referencing with the Sunport Landscape GIS Management Tool and Map in the Landscape Management Plan would be helpful. If possible will cross referencing be available? *Tour should have answered this*

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question satisfactorily. First page of RFP lists who is taking care of each particular area. Contractors seeking digital mapping.

The Landscape Management Plan makes mention of a condition of the landscaping at Sunport – some deficiencies are noted – will these be addressed prior to contract being finalized? *Remediation of deficiencies is an on-going process and may not be completed prior to start of contract .*

The Landscape Management Plan makes mention of a condition of the landscaping at Sunport – some deficiencies are noted – will these problems be addressed prior to contract being finalized? Can we assume that all airport furnished or installed equipment for example irrigation systems will be in good working order and that all current landscape features will be in acceptable condition upon commencement of contract or will potential Offerors be expected to determine the current condition of airport furnished equipment and/or landscape features that will require immediate replacement upon commencement of the contract during the site visit tour of Pre-Proposal Conference. If the lateral is the case, how should an Offeror account for the cost to bring the airport furnished equipment into good working order or immediately replace unacceptable landscape features? *Will be answered in Addendum. Remediation of deficiencies is an on-going process and may not be completed prior to start of contract. In process of updating entire irrigation system – unsure how long this process will take. Working on remediation at RAC Facility and some replacement at Sunport Blvd. Irrigation system is functioning throughout the facility with minor problems. If in decline right now will not be the fault of the Contractor if it fails therefore only the cost of labor to replace the material will be the burden of the Contractor – Aviation will pay for cost of material.*

Legally the insurance and bonding compliance requirements (paragraph 1.5.5) applies only to a private sector. Public sector Offerors are required to supply certification from the City's Risk Management Division as stated in paragraph 1.25.2.1.

Page 9, paragraph 1.18.3: We believe this paragraph means the term of the contract may be extended up to four additional twelve month terms for an additional 60 months? Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 9 and Page 36, paragraphs 1.18.3, draft MOU, paragraph 2: These two citations do not agree with regards to the terms of contract; we believe that paragraph 1.18.3 on page 9 reflects the correct contract terms. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 9 and Page 25, paragraphs 1.18.3, Part 5, Form A: For Public Sector Offerors the fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year, we propose for public sector Offerors the initial contracts before the months remaining in fiscal year 2007 and the twelve months of fiscal year 2008 extensions will then occur in twelve month increments that correspond to the City's fiscal year planning cycle. Do you concur? If you do not concur, please provide explanation, rational, and guidance. *Will be answered in Addendum.*

Pages 11-13, paragraph 1.25: We believe the Public Sector Offerors are exempt from the requirements of this entire paragraph except for paragraph 1.25.2.1 and 1.25.5.2. Do you concur? If you do not concur, please provide explanation, rational, and guidance. *Will be answered in Addendum.*

Page 14, paragraph 2.1.1: We believe the requirement to provide the statement or show ability to carry insurance is not required for Public Sector Offerors and that a certification from the City's Risk Management Division should be submitted with Public Sector Offerors. Do you concur? If you do not concur, please provide explanation, rational, and guidance. *Will be answered in Addendum.*

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Page 14, paragraph 2.1.2.4: Please provide an explanation or specific examples of strategic planning performance measures. It is unclear. *Will be answered in Addendum.*

Page 14, paragraph 2.1.3: We believe the last sentence should read Part 5, Form A. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 14, paragraph 2.1.4: Please explain what you mean by the last sentence. Describe resources to complete tasks. It is not clear. Describe individual staff and subcontractor's responsibility with lines of authority and interface with City of Albuquerque Aviation Department staff. Describe resources to be drawn from an order to complete tasks. *Will the Contractor be using their own crews or subcontractors; where will resources be pulled in order to get job done (i.e., rental equipment, Contractor's equipment, etc).*

Page 14, paragraph 2.2.1: We believe the last sentence should read Part 5, Form A. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 15, paragraph 2.2.4: We believe the first sentence should read Part 5, Form A. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 25, Part 5, Form A: We believe a Public Sector Offeror may modify this form to replace the insurance and bond lines with appropriate risk management charges. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Page 25, Part 5, Form A: This form specifies fiscal year 2007 is from the present to June 30, 2007 given the evaluation of proposals may take up to 90 days, paragraph 1.14, please provide guidance on what period should be reflected in the fiscal year 2007 column on Form A. In other words, for planning and costing purposes, what is the proposed start date of this contract? *Will probably be changed to July 1, 2007 so Cost Proposal and Budget Performance may be modified.*

Pages 28 thru 29, Part 5, Form C: We believe that the Performance Bond Form in its entirety does not apply to Public Sector Offerors and need not be included in a Public Sector Offeror. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Will be answered in Addendum.*

Pages 30 thru 35, Part 6: We believe Part 6, Draft Agreement, in its entirety does not apply to the Public Sector Offerors and need not be included in a Public Sector Offeror. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Believe it states in RFP that a Draft Agreement is for the Private Sector and the Draft MOU is for the Public Sector.*

Page 36 and Page 38, Paragraphs 1, 13, and 16: These paragraphs reference and Exhibit C, Performance Measures, however no Exhibit C is provided or discussed elsewhere in the RFP. Please provide an explanation of Exhibit C. *Will be answered in Addendum.*

Page 36, Paragraph 2: In the fourth line, we believe MOW should read MOU. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. *Probably correct, but will be answered in Addendum.*

Page 16, Paragraph 3.5.1.4: If Airfield Maintenance changes to a centrally controlled irrigation system, the Contractor shall work Landscape Coordinator to program the irrigation systems as needed. Could you better describe the level of work that is anticipated with this item? Is this change being contemplated during the term of the contract? *The change is currently happening and will be put on line for the next several months; have basic programming information initiated, but modifications will need to be made and*

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*expect the Contractor to work with Landscape Coordinator in regards to water conservation, putting bare minimum of water down for the maximum quality landscape. A lot of communication will be required but should not be much physical work involved.*

Paragraph 18, 3.9.2: Infestation shall be defined by the Landscape Coordinator, what is meant by this statement? Wouldn't the determination of the large infestation be a collaborative decision between the Offeror and the City? *Will be answered in an Addendum. However, it is believed it will be the Landscape Coordinator's discretion whether it is considered large-scale infestation or typical landscape infestation.*

Is an electronic copy of the Sites Southwest Landscape Management Plan available from either Purchasing Division or Sites Southwest? Are potential Offerors allowed to contact Sites Southwest directly? Appendix H of the L and P are difficult to read, is it possible to obtain a larger copy or an electronic copy? *All questions need to be routed through Suzanne Boehland; you cannot contact Sites Southwest directly. If the City is informed you have contacted Sites Southwest that may be grounds for disqualification. John Niwa has a "blown" up copy of the irrigation meter location map. Unknown if there are any electronic copies; however, if there is a copy it may be made available for review but will not be given out.*

Who is on the Ad-Hoc Advisory Committee? *The Ad-Hoc Committee members will not be made public. However, there is a good mix of private and public sector members and it is believed the members chosen will make the best decision for the City and the department.*

We proposed that the tour of the Mandatory Pre-Proposal Conference be rescheduled to a date and time when the snow coverage does not obscure the landscape coverage area. The snow will prevent potential Offerors from adequately viewing landscaping that is necessary to submit an accurate proposal. We recommend the RFP be extended and the tour phase of the Pre-Proposal Conference be rescheduled to a date when conditions are more suitable. *No, but the potential Offerors are able to revisit the area on their own because there are no secure areas even though you will have to pay for parking – you can walk areas at your will.*

Page 18, Paragraph 3.7, Water Conservation and Penalties: Who is responsible for the cost of irrigation water beyond the cost of fees and penalties? *The Aviation Department pays for irrigation water. Are there any irrigation meters tied to both landscape areas and building facility? On large scale landscaping the irrigation water is metered separately; there are a few small areas that will be metered with the building. Will the Contractor be responsible for the difference in winter average on the charges? Considered regular charge for water; however, the Contractor would be responsible for a ticket if the water is "shooting" into the street due to a broken system.*

Are there any irrigation meters tied to both landscape area and building facility? If so, how will the penalties at these locations be fairly allocated to the Contractor and building accurately? *Will be answered in an Addendum.*

Clarification to request #122 is an electronic copy of the Sites Southwest Landscape Management Plan available from the Purchasing Division or Sites Southwest? Are potential Offerors allowed to contact Sites Southwest directly? Appendix H of the L and P are difficult to read, is it possible to obtain a larger copy or an electronic copy? *Answered previously.*

We understand that providing the entire Sites Southwest Landscape Management Plan could be difficult; however, could the following pages be provided electronically, if so when could we expect to receive them? Pages I through Page 52, Appendix H, Color Copies of Drawings, pdf file, Albuquerque

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International Maintenance Plan Annotated Coverage. *This will be reviewed; if the City can extract those out they will be included in Addendum.*

We request an extension, preferably one month to all the events, dates, deadlines, and submissions of the RFP. This request is based upon the following factors: The Sunport's tour schedule for January 8, 2007 will be of questionable value due to heavy snow coverage, the snow will prevent potential Offerors from adequately viewing the landscape areas necessary to submit an accurate proposal. We recommend the RFP be extended and the tour phase of the Pre-Proposal Conference be rescheduled to a date when conditions are more suitable. Many of the staff members responsible for developing the Parks and Recreation's response to the RFP have been tasked to provide priority snow removal services around the City which has interfered with PRD's abilities to adequately staff the RFP response. Additional most PRDs, senior managers, and financial staff are preparing to response to the City's fiscal year 2008 General Fund Enterprise Budget Development Fund process beginning this week and ending in late February 2007. Development of the department's annual budget is a major department-wide task involving many of the same people that will prepare PRDs response to the RFP. *At this time we have no plans on changing any of the dates.*

Are State Wage Rates required for payment to employees? *No, we have talked to DOL about this and because there is what is considered construction not involved in this contract a wage rate decision is not necessary.*

Please clarify the boundaries of the RFP project area. *Yale Blvd., Gibson to Marriott Hotel, currently the irrigation control air service Yale Blvd. and Sunport Blvd., George Road, the parking lot west of Girard Blvd. South Miles Road, area labeled Airfield, Spirit south of UNM Press, University Blvd. south of landscape area 93 to Spirit Road. Answered in tour.*

If it turns out there is a significant difference in the size of the maintenance area, what will be the process for renegotiation? There are apparently different pieces of information in the RFP, there is a spreadsheet which provides individual area take-offs and there is a summary with differences. *The Landscape Management Plan covers the landscape of the irrigated areas and gravel areas; it does not cover the right of way areas – six feet in from curb for weed and liter removal. The summary total is the total landscaped area not the total contract area. There is no complete list showing a boundary line. It is in writing in the RFP that the Contractor will be responsible for six foot in from the curb for weed and liter control. Map is supplied and all areas are identified on map. Everyone needs to make certain they have the correct map (October 30, 2006) and the current Landscape Management Plan (October 9, 2006).*

Is the Landscape Management Plan a mandate? *The Landscape Management Plan, page 1, indicates the book shall be used in a general way because of seasonal and daily variations in the landscape; not a mandate but it is reasonable and customary practices for landscape maintenance.*

Do you expect the RFP respondents to address areas where there may be disagreements concerning proposed management practices? Do you have any examples of any areas where there are disagreements in proposed management practices? *This will be answered in verbal question section.*

Maintaining Bluegrass in Albuquerque requires a minimum of 40-45 inches of irrigation be applied to grass. This will require more water to be applied than allowed per the Ordinance. For purposes of preparing a response what takes priority; appearance and health of grass and other landscape materials or the avoidance of irrigation penalties? Should Offerors include anticipated penalties as part of their cost proposal? *Will be answered in an Addendum.*

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Are there any Sunport landscaping performance measures that are not included in the City Budget, Volume II, Performance Plan, if so, can you provide them? *Will be answered in an Addendum.*

In the RFP, Scope of Services, there does not appear to be work associated with storm damage. Is the Contractor expected to provide work associated with storm damage for example removal of broken tree limbs as a normal part of their duties? What thresholds or benchmarks exist for storm damage (i.e., wind speed, precipitation, electrical lighting storms, etc). *This question has previously been answered.*

The Scope of Services says the Contractor is only responsible for the cost of labor to replace or repair plant materials or irrigation parts damaged by vandalism; does this include graffiti? Who is responsible for graffiti on boulders, artwork, storm walls, and other hardscape materials that are an integral part of landscaping features? *This question has previously been answered.*

Who is responsible for damage to landscape materials and the irrigation system caused by animals (i.e., prairie dogs, moles, gofers)? Will the Contractor be expected to provide any animal or rodent control measures? *Will be answered in an Addendum.*

Are there any seasonal decorations in the landscape areas; will these be the responsibility of the Contractor? *There are seasonal displays (i.e., hot air balloon during balloon Fiesta, Christmas lighting on trees in front of terminal building; however, airport staff put up decorations and take them down. Contractor will not be responsible for decorations but will have to allow them to put the decorations up within reason. Contractor can work directly with Landscape Coordinator in this process.*

What is the cost of the hardware and software that makes up the central controller to be installed within 60 days per page 51 of the Landscape Management Plan? *Previously answered.*

The following areas were not included in either of the RFP or Landscape Management Plan as required in maintenance but were verbally mentioned as included in the tour phase of the Pre-Proposal Management Conference. Please confirm that each area listed is included or not included in the area of Contractor responsibility (northwest corner of Miles Road and Girard Blvd., parking structure exit ticketing booths planting of annuals, George Road from Air Freight to Park and Ride facility, the corner area of University Blvd. in front of Little Anita's restaurant, the north side of the private Park and Ride facility of George Road six feet from the back of the curb from western corner to tunnel and landscaped area east of tunnel to mobile home residents, Spirit Road south of UNM Press Building, UNM Press Building and surrounding area, Fuel Farm area, Girard Blvd. east side of roadway along tunnel). *The current map identifies all areas.*

At the Wyndham Hotel the annotated plans indicates the pines along the east side of the property is labeled for maintenance #42; however, it was not mentioned on the site visit; will the Contractor be responsible for this area? *Previously answered.*

We believe the following areas are not specifically included in the area to be maintained by the Contractor. Do you concur? If you do not concur, please provide explanation, rationale, and guidance. University Blvd. south of UNM, south Golf Course, Yale Blvd. north of Sunport Circle Road. *The current map identifies all areas.*

**RFP Review:**

The RFP will be reviewed, however, the Offerors need to review the RFP thoroughly. Everyone needs to make certain they have the correct RFP. It can be downloaded from the City of Albuquerque's website or can pick one up from City Purchasing.

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Page 3, Introduction.

This RFP is a managed competition that allows for Offerors from both the public and private sectors. The City's process to accommodate this participation is to be fair and equitable for both the Public and Private Sectors Offerors while being both competitive and open.

Page 3 and Page 4, Part 1, Instruction of Offerors: The RFP number and title RFP 2007-005-SB, Landscape and Irrigation Maintenance, Albuquerque International Sunport. Please note that proposals are due February 20, 2007. Sealed proposals from both the private and public sector respondents must be submitted to the Office of City Clerk by the time and date stated. The City Clerk does not take late proposals – they will be rejected.

Section 1.2.3 and Section 1.2.4 is for public sector for Parks and Recreation.

Suzanne Boehland is the sole point of contact for entire Procurement Process.

Section 1.8: An explanation desired by an Offeror regarding the meaning or interpretation of the Requests for Proposals must be requested in writing not less than 10 working days prior to hour and date specified for the receipt of Offerors to allow for sufficient time for reply to reach Offerors before the submission. The City will not take any questions 10 working days before the opening. Offerors need to get questions in early. Suzanne Boehland will not be answering any questions after the deadline.

Page 8: Please make note of the envelope preparation. Offerors proposals are delivered to City Clerk not Purchasing Division. It is Contractor's responsibility to make sure City Clerk receives proposal. If you hire someone to hand carry it and/or it is delivered to different department, it is Contractor's responsibility. Contractor's may want to hand carry it to City Clerk and observe them stamping the proposal received. Submit one original and seven copies of technical and submit one original and one copy of cost proposal. Soft copy (electronic) you must submit one original technical and one cost proposal on a cd or diskette. Cost proposal needs to be separate from technical proposal. They can be on same cd but not on same file. Preference for formatting? Use Microsoft Office; however, Adobe may be acceptable. Have received dvd proposals – can be creative but keep in mind the Ad-Hoc Committee is only reviewing hard copy of proposal.

Page 9: City has up to 90 days to analyze, examine, and interrupt; that does not mean the process will take 90 days. It will probably take longer by the time we get through the recommendation of award through of various levels.

Section 1.18.3: The contract term shall be a period of twelve months from the effective date of execution of the contract and the final execution by the City. This contract term may be extended up to four additional twelve-month periods by written agreements between the City and the Contractor. Different in contract – will change in RFP; it is 24 months from the date of execution of this agreement and then the agreement may be extended up to three additional one-year periods. Potential five-year contract. Initial term will be 24 months instead of 12 months.

Page 10: Please make note of the Protest Process. There are some specific deadlines. Offerors should review thoroughly.

Page 11: Bonds and Insurances. In the case of the City, Parks and Recreation will go to Risk Management Division so they can determine cost of insurance and Performance Bond for Parks and

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Recreation proposal so fair and equitable costs are determined. City is self-insured. Aviation Department has not plans of subsidizing the job.

Page 12: Commercial Liability: \$1 million  
Auto: \$5 million

Requiring Pollution Liability Insurance of \$1 million

Worker's Compensation Required

\$100,000.00 Performance Bond. For purpose of submitting Offeror, need to submit proposal with cost of Performance Bond equal to \$100,000.00 (monthly cost)

Part 2 – Proposal Format: Discuss fully proposed approach to each of the elements of Part 2; use charts to demonstrate the number of hours dedicated to each task and who will be performing each task.

Reference Part 6, Form A, Budget Proforma without stating the price structure.

Page 25: Sample of format

Section 2.1.3 is basically one of the forms for the number of hours and who will be performing each task – no costs associated to this form. Cost will be separate on Cost Proposal because what is created from 2.1.3 will be given to Ad Hoc Committee so they can determine each company is able to adequately perform the contract and see resources. Ad Hoc Committee will not evaluate any costs. Costs will be evaluated by Purchasing.

Section 2.2 Cost Proposal Format Section 2: Submit one original and one copy of Cost Proposal in a separate binder or folder distinctly marked with the following information in a spreadsheet format as given in the sample provided in Part 6, Form A. Create a spreadsheet that specifies how many hours it will take to accomplish each task, who will perform the task and a separate spreadsheet that will be similar but will include costs.

Section 2.2: 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 deliverable terms, cost or pricing detail should be shown by task, this might include but is not limited to hours of category, hourly rates and total labor broken out by professional and other labor, rates are to include all overhead and profit. Purchase materials, unit costs, and quantity, travel, lodging and other direct expenses, subcontractor costs if applicable and additional consulting beyond the scope of the described tasks.

The City will not pay for any amounts not included for example insurance or taxes that are liability for items not included remains with the Offeror.

Part 3, Scope of Services: Section 3.3: The City may from time to time request changes in the scope of services. Such changes include 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 the Contract issued by the City Purchasing Division.

When and if you are awarded the contract, any changes to the contract need to come in written to the Purchasing Division. If it is not done in writing and is done with a "handshake" and if there is a dispute in

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the future as to Contractor's responsibility, no one will remember a handshake. If in writing it will be in file and on record.

Section 3.4: Need MSDS in proposal as being used on City site need all MSDS sheets? If there is a spill we will need to know how to clean it up quickly to determine hazardousness of the chemical/liquid.

Section 3.5.4: Aviation Department will require Emergency Contact Plan to be submitted with Offerors proposal.

Section 3.5.10: There are trees in the turf areas that do not have bubblers – we will not be watering the turf additionally to requirements to keep trees healthy - there may be hand watering. Will not over water turf to compensate for trees.

City will pay original invoice price for plant materials.

Is it Contractor's discretion where to purchase all irrigation material and plant material or do they have to use City's contract? City must work within City's Purchasing requirements and Contractor will work with their vendors.

City wants to make sure the Contractor is using correct irrigation parts. Certain design changes and elements – City wants to make sure the same performing heads with the same precipitation rates are used and will be up to the Landscape Coordinator to determine if it will be changed entirely. As long as it meets design specifications but want to avoid having too many different elements. Clarification will be made.

Square feet of color planting area, the density of which those areas will be planted. Will verify this is covered in Landscape Management Plan.

Section 3.8, Weed Control: Will Contractor be responsible for weeds and liter in the curblin and street. The Aviation Department sweeps the streets with street sweepers.

Section 3.10, Liter Control: Will Contractor be provided with a dumpster. Are any trash receptacles on site? To be discussed in Section 3.11.

Section 3.11, Debris Removal: The Contractor is responsible to remove all debris from the worksite. Dumpsters and roll-out containers will not be provided to the Contractor by the City. The Aviation Department will make available one location to be determined by the Landscape Coordinator for placement of a debris removal container. Such container is the complete responsibility of the Contractor and shall be emptied at the Contractor's expense on a regular basis. One site – preferably where it is fenced off near Rental Car Facility. The Aviation Department will not pay for the dumpster but the site will be made available or you can haul it to the dump on your own every day. Contractor's responsibility. The only trash receptacles on site are the ones Parks and Recreation has placed on site of Wyndham where taxis pull in and park, which helped alleviate problems but it is for public use. Parks and Recreation is responsible for emptying these trash receptacles. Will be reviewed on case-by-case basis.

Will there be space for a mobile mini office space on site? No, can put in proposal and work with Properties Division to determine what, if anything, could be worked out; but it would be a separate contract. It would be a leasing type contract between the Contractor and Aviation Business Development Division.

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Section 3.12, Graffiti Free Requirement: Is Contractor responsible to keep the dumpster graffiti free. Yes.

Please make note of Section 3.13.2, submitted proposals shall include Offerors New Mexico Contract License Number(s) and Certifications relevant to this RFP.

Section 3.14, Equipment: The Aviation Department has the right to do a site inspection of equipment to make sure it is sufficient. Make sure to list what you currently have and any new purchases you may anticipate. Looking at starting July 1<sup>st</sup> – make sure you have the tools to do the job. Vehicles, trailers, anything relative to the landscaping at the Sunport. It does not necessarily have to be in place but have to show the means of purchasing/retrieving the equipment necessary.

Part 4, Evaluation of Offerors: Mayor's Office approved the Ad-Hoc Advisory Committee. The basis of the criteria established in this RFP – the Committee shall submit to the Mayor a list of qualified firms in the order they are recommended. Proposal documentation requirements set forth in the RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad-Hoc 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 detail evaluation process. Offerors are advised the City at its option may award this request on the base of the initial offers. We may or may not request additional information. Be prepared to respond in a timely manner. Make sure there is a main point of contact available. If further response is requested, a deadline will be added to response time, and if you do not respond within specified time, you may be disqualified.

Section 4.2: This is a managed competition process. The City has determined this RFP will be handled as a managed competition which allows the City of Albuquerque itself to submit a proposal in response to the RFP.

Anyone involved with the writing of the RFP is not allowed to work with Parks and Recreation on the development of their proposal. Jim Schnaible has not been involved with the writing of the RFP or gathering of information.

Section 4.3, Evaluation Criteria: Use 1,000 point scale that is weighted, evaluation factors:

550 Points: The Offerors general approach and plans to meet requirements of this RFP, the detailed plans to meet the objectives of each task, activity, plan segment, etc. The adequacy of the proposed project management and resources to be utilized by the Offeror.

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

100 Points: The Offerors past performance on projects of similar scope and size.

150 Points, Cost Proposal: The cost proposed by the Contractor as described in Section 2.2 of the RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of the section will occur after the technical evaluation based on the cost price analysis. Rate method of how points are evaluated is under Section 4.3.3.1. If you come in the lowest, you get all the points, from there you are given a portion of the points as to how your costs are coming in compared to the lowest. Sample of calculations shown. Done by the Purchasing office not the Ad-Hoc Committee and that is why cost proposal must be separate from technical proposal.

Section 4.4: In Part 5, Form B, Instructions for Local Preference Certification form (different from State). Form must be completed in full. If this form is not turned in with proposal it will not be accepted afterwards. There is spot to mark public agency.

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Section 4.4.1, the public sector will qualify for local preference but is still required to complete and submit appropriate forms.

Part 5, Forms: Form C, Performance Bond: No questions.

Form A, Budget Proforma: Required format but you can create your own but need to follow format. New form will be issued with Addendum.

Part 6, Draft Agreement: Draft Agreement is for the private sector.

Standard Boilerplate.

When the Contract is submitted there will be a Purchase Order submitted with Contract. Part of the Contract will be the Exhibits, Part A, City of Albuquerque Request for Proposal. The RFP will become part of the Contract. Exhibit E, the Offeror's proposal will become part of the Contract.

Date of Contract will be the last date signed. May be negotiable.

If the Offerors have any exceptions, they can be noted; however, in the past proposals have been thrown out because they took too many exceptions to the Contract. Exceptions will be considered and more clarification may be requested but if we find your exceptions are not favorable to the department and/or City it may be thrown out.

Landscape Management Plan: Make sure Landscape Management Plan is dated October 9, 2006.

Statement of Purpose and Assumptions: No questions.

Pages 1 and 2, Introduction: Make sure you have updated Map.

The mowing requirements for the native buffalo grass is 4 to 6 inches. Have to have threshold at Sunport Blvd. don't want it mowed to look like turf.

Some of the pruning at the airport has not been acceptable to the terms we are seeking. Will go per the Landscape Management Plan not what has happened in the past.

Rental Car Facility does operate the valves on the solar power Scorpios and do have a different solenoid on those valves.

Will irrigation audits be required? When the central control computers are in place the monitor flow will be monitored via computer. High and low flow areas will be monitored.

Contractor will be expected to bring the airport up to high standards. Airport will pay for material and Contractor will provide labor as part of routine maintenance to correct any deficiencies. Not asking Contractor to be landscapers. Any irrigation or landscape issues that need to be corrected – the labor will be paid by Contractor.

As the Offerors go through the Landscape Management Plan, if any pages are missing, please notify Suzanne Boehland.