

# City of Albuquerque

## Request for Proposals

**Solicitation Number: RFP2008-001-WR**

**RFP Title: Biodiesel Facility Development**



**Due Date: 08/15/2007, NLT 4:00 p.m. (Local Time)**

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

**Mandatory Facility Site Visit / Preproposal Conference: 07/11/2007,  
NLT 9:00 AM (Local Time)**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division  
06/21/2007**

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## INTRODUCTION

### INTRODUCTION

The City of Albuquerque (City) is requesting proposals for the development of a biodiesel B100 production facility. The City is interested in selecting a development team to design, build, finance, operate, manage quality assurances, and market biodiesel produced at the facility.

The City is seeking proposals for a biodiesel facility capable of processing multiple feedstock's, including recycled cooking oils (yellow grease) into B100 with physical and chemical properties needed for safe and satisfactory diesel engine operation and meets, at a minimum, ASTM D6751 prior to blending.

The City's vision for the development of a state of the art biodiesel facility is to continue the City's ongoing commitment to environmental excellence by developing a recycling and reuse option for yellow grease and producing an environmentally-friendly, clean burning fuel, made from renewable resources that reduces global warming.

Offerors will be expected to develop a comprehensive proposal that will minimize the City's development and financial risk, and mitigate or eliminate the City's operating responsibility and risk.

#### **Anticipated Site:**

The anticipated site for the biodiesel facility is located in the northwest quadrant of the City of Albuquerque, in the northwest corner of a City owned facility known as Balloon Fiesta Park. Balloon Fiesta Park is the location of the former Los Angeles Landfill (LALF). It is bordered by Alameda Boulevard on the north, the concrete-lined Albuquerque Metropolitan Arroyo Flow Control Authority North (drainage) Channel to the West, and North Diversion Channel (Baca Arroyo) to the South. There is an industrial/commercial park (Washington Place Business Park) to the east separated from the landfill by an access road. The landfill is about 77 acres, rectangle in shape and extends approximately 2,800 feet along its north-south alignment, and approximately 1,500 feet wide along the east-west alignment (Figure 2)

The LALF, formerly a sand and gravel quarry, was opened by the City from 1978 to 1983 as a typical gravel pit-type landfill. The landfill reportedly received residential and commercial refuse, construction rubble, and miscellaneous waste streams such as tires (IT, 1996). The volume of industrial wastes disposed of at the landfill is unknown. The buried refuse extends up to 52 feet below ground surface. The volume of the refuse is estimated to be 118 million cubic feet (Fox, 1983).

The former LALF has a landfill gas extraction (LFG), flare, electrical co-generation micro-turbine, and a vadose zone vapor extraction system. Normal decomposition of buried refuse in former landfills can generate gases such as methane. As a precaution all property development is subject to the *Guidance for Compliance with the City of Albuquerque Environmental Health*

Department *Interim Guidelines for Development within City Designated Landfill Buffer Zones (Interim Guideline)*, if the Property is located on top of or within the designated buffer zone of a landfill site within the city's municipal limits (Figure 1. Landfill Buffer zone and LALF landfill area). The anticipated Biodiesel facility site is within a designated buffer zone and shall comply with Interim Guidelines. (An electronic version of the Interim Guidelines can be found on the City web site at (<http://www.cabq.gov/envhealth/interim.html>))

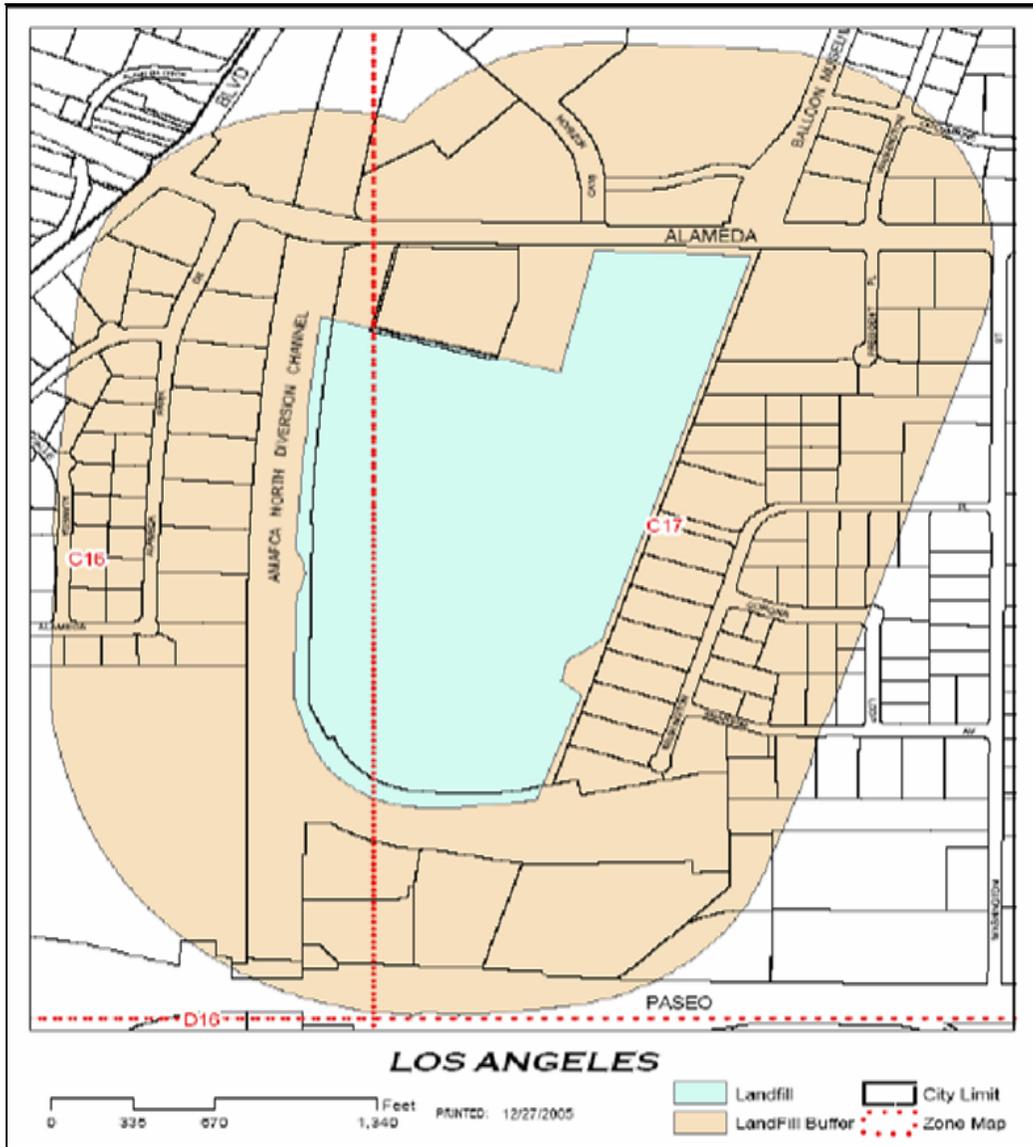


Figure 1: Landfill Buffer zone and LALF landfill area

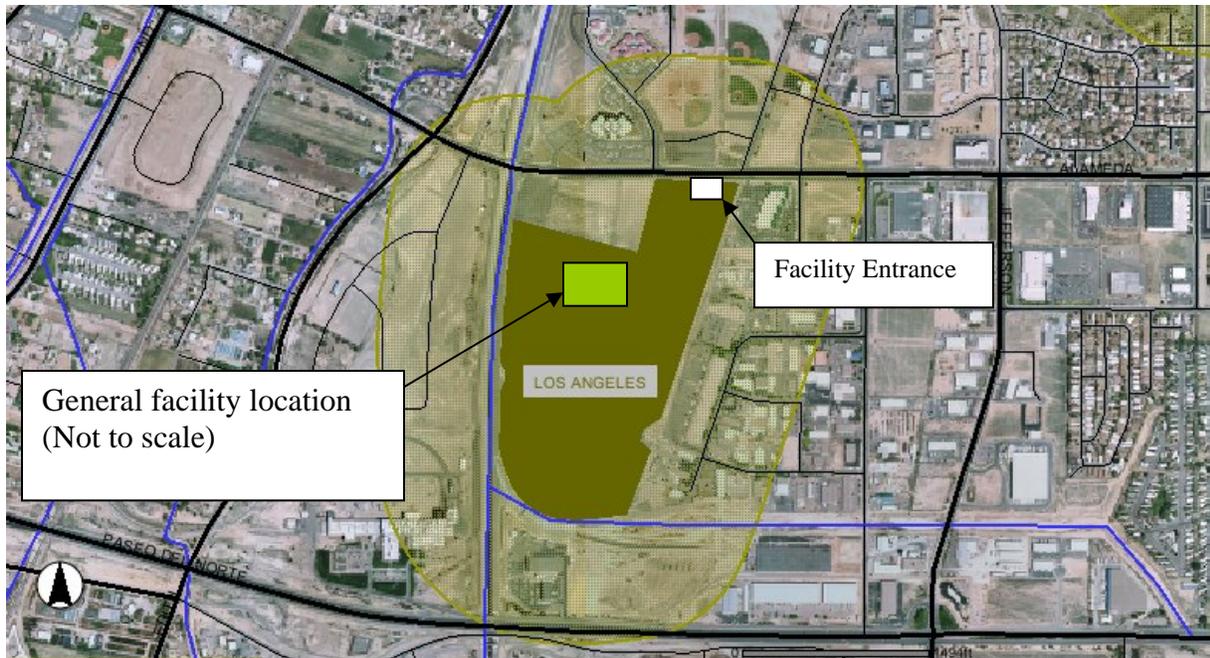


Figure 2: Proposed Site Location, Vicinity Map D17 & E17

The LALF is designated surface RV parking for the International Balloon Fiesta and a landing target area for hot air balloons. The Albuquerque International Balloon Fiesta is a world-renowned attraction. During the first week in October, guests come from all over the world to Albuquerque to celebrate ballooning. Literally hundreds of balloons will be taking flight from Balloon Fiesta Park, during the period in October.

Beginning September 1<sup>st</sup>, vehicle and pedestrian traffic increase dramatically at the LALF. The City Parks and Recreation Department begins final preparation for RV parking, which can include surface contouring and grading, vehicle and pedestrian traffic signage installation and placement of electrical hookups for RVs. Then in October the LALF is filled with RVs and guests for the Balloon Fiesta. For additional information about the International Balloon Fiesta see the City Web site at <http://www.balloonfiesta.com/>.

**Project Finance:** Offerors are expected to propose one or more finance and operations plans for the project. The City is willing to contemplate developing a partnership for financing, profit sharing, site development, fuel allocations, blending and other operational and financial aspects.

**The key purposes of this project are to:**

- Increase the City’s recycling capabilities by developing a biodiesel facility with multi-feedstock capability that includes, at minimum, organic oils, and reclaimed yellow grease;
- Provide an environmentally–friendly diesel fuel with lower emissions than petroleum diesel for the City of Albuquerque diesel fleet;
- Develop a state-of-the-art biodiesel facility to cost effectively supply the City of Albuquerque with blends of biodiesel for use by the City;
- Use available space at the LALF,
- Use available Landfill gas generated from the buried refuse at the LALF,

- Reduce global warming through the use of a non petroleum based fuel made from renewable resources; and
- Reduce the dependency on foreign oil.

**Project Goals:**

The goal of the proposed project is to have a developer design, build and operate a state of the art biodiesel production facility at the City of Albuquerque's former LALF site that can use multiple feedstock's including yellow grease, be operationally and aesthetically consistent with LALF activities and minimizes the City of Albuquerque costs, obligation and liability for construction and operation of the proposed facility, support equipment, bulk material storage, material transfer, blending, storage, fuel blending and liability while providing blended biodiesel to the City of Albuquerque at or below current contract pricing.

If you are interested in providing these services, please review and respond to the attached Request for Proposals in the form described, within the schedule defined. For questions relating to the technical aspects of this project, please contact:

Wayne M. Riddle, CPM  
Senior Buyer  
Purchasing Division  
(505) 768-3377  
v/tty 800-659-8331

**PART 1  
INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title: RFP2008-001-WR, "Biodiesel Facility Development"**

**1.2 Proposal Due Date: 08/15/2007 - NLT 4:00 PM (Local Time)**

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

**Instructions regarding Pre-Proposal Conference and proposed facility site visit:**

**Mandatory Pre-Proposal Conference:** This is a mandatory pre-proposal conference. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

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 both hard and soft copy of such questions submitted to the purchasing representative on the **day of the conference.**)

**Mandatory Facility Site Visit**

A Mandatory Facility Site Visit will be conducted at the former Los Angeles Landfill site on 07/11/2007. There will be a Department representative to point out site features. The site visit will be conducted on the same day as and prior to the Mandatory Pre-Proposal Conference.

**Time and Date :**

**July 11, 2007 at 9:00 AM Local Time**

**Mandatory Facility Site Visit Location: Former Los Angeles Landfill**

Alameda Blvd. NE and I-25 (gate  
Directly across from the Albuquerque  
Balloon Museum)  
Albuquerque, NM 87107

Contact Person: Wayne M. Riddle, CPM

**Mandatory Pre-Proposal Conference**

**Time and Date: Immediately following completion of the Mandatory Facility Site Visit approximately at 10:00 AM Local Time, 07/11/2007**

**Location:**

**City / County Government Center  
DMD –CIP Conference Room #7096  
5<sup>th</sup> & Marquette NW  
Albuquerque, NM 87113  
Senior Buyer: Wayne Riddle @(505)768-3377**

**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.

**1.3.1** Offeror may not use the consultation or assistance of any person, firm or company who has participated in whole or in part in the writing of these Specifications or Scope of Services, for the preparation of their offer or in the management of business, if awarded this contract.

**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 company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

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

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

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

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

- Wayne M. Riddle, CPM, Senior Buyer,
- Purchasing Division,
- Phone: (505) 768-3377 or E-Mail: [wriddle@cabq.gov](mailto:wriddle@cabq.gov) v/tty 800-659-8331
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** If a contract results from this RFP it will be managed by Environmental Health Department, Program Support 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 delivery:** Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

**1.9.5 Submit Hard and Soft Copies of the Proposal as follows:**

- **Hard Copy - 1 original and 8 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.**
- **Soft Copy - Submit 1 Original Technical and Cost Proposal on a CD or Diskette.**

**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.

**1.10 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 included as Part 6. The Draft Agreement may not be appropriate for all project proposals received in response to this RFP, but its terms and conditions will apply, as well as the standard City General Conditions if public works construction is required. The City may use the Draft Agreement for the first phase of the Services required by this RFP, the feasibility study, and then enter into additional agreements, as needed, for subsequent phases. 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 Offeror shall propose a contract term with options to extend by the City which shall be based on the type of solution proposed by the Offeror and the life of the facility proposed. The contract term shall be negotiated by the City and the selected Offeror.

**1.18.4 Type of Contract:** To be determined.

**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.

**1.19 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 be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and 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 PROPOSAL (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
  - Purchasing Division
  - PO Box 1293
  - Albuquerque, New Mexico 87103
- RFP Number  
PROTEST

**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:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate

\$2,000,000	Products Liability/Completed Operations/pollution
\$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 \$2,000,000 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 Wage Rates.** All public works construction under this Agreement is subject to current New Mexico minimum wage rates. The Contractor or the City will request a wage decision from the New Mexico Construction Industries Division prior to commencement of construction and the Contractor shall be responsible for ensuring that the appropriate wage rates are paid.

**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 Performance Bonds:** If public works construction is a part of the project resulting from this RFP, the selected Offeror shall furnish performance and labor and material payment bonds on the forms provided by the City (see Appendices) as security for the faithful performance and payment of all its obligations under the resulting agreement. These bonds shall be in amounts at least equal to the total contract amount and with such sureties as are licensed to conduct business in the State of New Mexico and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Performance Bond shall also include coverage for any warranty period.

## PART 2 PROPOSAL FORMAT and QUALIFICATIONS

**2 Response Format** - As stated herein, the Offeror shall provide 1 original and 8 hardcopies (9 total) of its technical proposal; 1 original and one hardcopy of its cost proposal; and one original softcopy of its technical and cost proposals. At least one hardcopy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The proposal should be presented in sequence and include all information requested in the RFP. The sections of the submittal should be tabbed and clearly identifiable. The City will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's response.

**2.1 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). Significant Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to negotiate the Contract. Submit a statement of compliance with all laws stated herein as follows:

**2.1.1 Organization Chart:** State the names, addresses, telephone numbers, facsimile numbers and e-mail addresses of all Offeror team members, consultants and entities, including a project organization chart indicating key personnel, responsibilities, and relationships within the Offeror's organization and the designated lead project coordinator. In response to this RFP, the Offeror is not precluded from identifying, as part of the Offeror's team, persons or entities that would be responsible for one or more functions within the proposal even though those persons/entities may also be identified in another Offeror's response.

**2.1.2 Board of Directors:** Names and qualifications of all members of Offeror's board of directors.

**2.1.3 Proposed Team Structure:** A diagram of the proposed team structure, clearly describing who the primary responsible firms and individuals are (if applicable), as well as the roles and responsible individuals of the planned subcontractors. Include: the architect; engineer; engineering sub-consultants (structural, mechanical, electrical and civil); specialty subcontractors (landscape, urban design, interiors, communications, cost estimating, scheduling, etc.); construction general contractor and significant known subcontractors.

**2.1.4 Firm Responsibility:** Names, employers, addresses, and qualifications of all known professional consultants to be used on the project. Document that the individuals or firms responsible for, if applicable, architectural design, engineering design, general contracting or subcontracting services are properly licensed or registered to perform such services in the State of New Mexico, as required by the relevant regulatory board or the Construction Industries Division. Design consultants must be sufficiently covered by professional liability insurance and construction contractors must be fully bonded and insured (New Mexico State and local licenses for professionals will be required as mandated by law), and insurance coverage for the project.

**2.1.5 A copy of Offeror's entity formation documentation:** For example, if Offeror is a

corporation, provide a copy of Offeror's articles of incorporation and bylaws. If Offeror is a partnership, provide a copy of Offeror's partnership agreement. If Offeror is a 501(c)(3) corporation or entity, provide documentation from the Internal Revenue Service confirming that status.

## **2.2 Successful Experience of the Offeror in Developing and Operating Biodiesel Facilities:**

Each Offeror shall provide information on the following:

**2.2.1 Detailed information** on experience in developing and/or operating projects of similar size and scope. Offeror shall detail the firm's experience on all projects of a similar nature. This detail shall include a description of the project, dates of the project, and client contact name, address and phone number. Describe the roles of each of the team members and the specific experience these team members and individuals have worked together to successfully complete projects of this type.

**2.2.2 Examples** of Offeror's ability to obtain, structure and implement financing for the development, construction, and operation of a biodiesel facility.

**2.2.3 Examples** of Offeror's ability to successfully overcome project development barriers, problems including schedule maintenance.

**2.3 Offeror's Financial Information:** Each Offeror shall provide information regarding Offeror's financial capability to undertake the design, construction, operation and management of a biodiesel facility. The information shall include:

**2.3.1 Annual Reports,** financial ratings, and other supportive information indicating the financial condition of the Offeror, all subsidiary units and the parent organization, for the last five years.

**2.3.2 Financial References:** Names, addresses and telephone numbers of banks, financial and lending institutions and individuals who have provided financial assistance to the Offeror or who have participated financially in any of the Offeror's major projects during the last five years.

**2.3.3 Certified Statements:** Properly certified statements by the appropriate officer or other individual attesting to the accuracy of and completeness of all financial information submitted. Provide guarantees required during the development process.

**2.4 Experience with the Public Sector:** Each Offeror shall provide examples of successful relationships with the public sector in the development of projects or as a partner with the public sector in project development. This should include project and contact name, address and phone number. Each Offeror should describe any biodiesel facility project sponsored by that Offeror's team to any public sector entity that was approved at a concept level but is not yet constructed; together with a description of the reasons the project has not been constructed.

**2.5 Litigation Information:** Each Offeror shall provide a description of the status and resolution of any pending or prior litigation (within the past five (5) years) involving the activities of any of Offeror's staff, team members, or team members' staff, to the extent that the subject matter of

the litigation is material to the evaluation of the submittal. Examples of litigation issues material in this instance include, but are not limited to, fraud and breach of contract.

**2.6 Proposed Project Development:** Offerors shall provide a detailed project description and project schedule. The project description and schedule should include estimated project cost/budget and time lines for each Phase of the project (Example provided in Appendix B). The Offeror is encouraged to provide as much detail as possible regarding the biodiesel project and related development (if any). Offerors should understand that it is essential that construction of the proposed project be coordinated with other LALF activities.

**2.7 Proposed Business Agreement Structure:** Each response shall provide a comprehensive proposed business arrangement structure for the project. A proposed business arrangement structure for each component of the project and the project as a whole shall be proposed. The Offeror is encouraged to address, in as much detail as possible, key business terms related to the development and operations of the proposed project and its major components. Areas to be addressed should include, but are not limited to:

2.7.1 Yellow grease collection and usage. Use recycled yellow grease in the production of B100. Yellow grease is a term from the rendering industry; it usually means used frying oils from deep fryers and restaurants' grease. Yellow grease is recovered and traded as a commodity, and has traditionally been used to spray on roads as dust control, or as animal feed additive. According to a National Renewable Energy Laboratory (NREL) study, the volume of yellow grease available in metropolitan areas can be estimated using 1.4 restaurants per one thousand people and that each restaurant produces from 2,000 to 13,000 pounds of waste yellow grease annually. Within the City of Albuquerque jurisdiction there are 1,326 permitted food service locations, this number does not take into account adjacent Counties or Cities.

2.7.2 Landfill gas requirements, based on 50% methane content of LFG.

2.7.3 Facility Design construction, aesthetics, and operation is consistent with current site use.

2.7.4 The LALF site has a landfill gas (LFG) collection and control system and a vadose zone vapor extraction system. The LFG control system consists of a flare and an electrical cogeneration system located on the southeast side of the site. The LFG collection system is generally below ground with surface access through vaults. The site is also used as above ground RV parking for the Albuquerque International Balloon Fiesta. Please see <http://www.balloonfiesta.com>

2.7.5 LALF Land Lease/Rent for proposed site.

2.7.6 Provisions for providing biodiesel fuel blends, using B100 from the proposed facility, that reduce, eliminate or match the City's current and future costs for received fuel blends of biodiesel (2,000,000 gals/year predominately B20 ).

2.7.7 Capital outlay structure, City participation.

2.7.8 Wholesale and/or retail sales responsibility of B100 or biodiesel fuel blends.

2.7.9 Federal and State tax credit management and revenue sharing.

2.7.10 Product liability and responsibility.

2.7.11 Profits / (Losses)

**2.7.1 This section should include a detailed description of the proposed facility operation, maintenance, quality control, storage of B100 and/or diesel, blending and distribution of B100 and blended biodiesel, including but not limited to:**

- 2.7.1.1 Management of the facility including personnel.
- 2.7.1.2 Quality control and product liability. The facility will produce B100 that meets the physical and chemical properties needed for safe and satisfactory diesel engine operation and meets, at a minimum, ASTM D6751 prior to blending. Requirements for the quality of manufactured Biodiesel are established by ASTM D6751. No ASTM methods are in place for feedstock oils or fats.
- 2.7.1.3 Supply and management of biodiesel production feedstock.
- 2.7.1.4 Start-up and criteria for increasing to full production and proposed schedule.
- 2.7.1.5 Traffic specific to the facility.
- 2.7.1.6 Coordination with and accommodation of current uses of the proposed site.
- 2.7.1.7 Facility and storage security.
- 2.7.1.8 Facility maintenance.
- 2.7.1.9 Storage and distribution of B100.
- 2.7.1.10 Storage and blending of diesel and B100
- 2.7.1.11 Other

**2.8 Cost Proposal.** This section should include a detailed description of proposed costs and benefits of the project to the City. To submit your Cost Proposal, please use the Example Format found in Appendix A. Please include the following:

- 2.8.1 Participation of the City. Offerer will enumerate both upfront and ongoing costs and benefits, including upfront costs, land lease concessions at LALF, value of improvements, or other contractual agreements that have a financial impact on the City.
- 2.8.2 Savings to the City on the costs of blended Biodiesel. Saving is measured on savings per gallon of biodiesel compared to prices from the Alternative Fuels Index. The savings will be stated in this manner regardless of the contractual agreement.
  - 2.8.2.1 Provide specifications of the contractual arrangement whether the savings is as the purchase of blended fuel at a lower cost as compared to prices from the Alternative Fuels Index, as a shared revenue in the production of biodiesel at the facility or other alternative.
- 2.8.3 Volumes of biodiesel produced on a daily and annual basis and volumes available to the City.
- 2.8.4 Estimate of volume landfill gas usage and life of facility.
- 2.8.5 Estimated life of facility.

**2.9 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror in its Cost Proposal 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 such items not included remains with the Offeror.

## **PART 3 SCOPE OF SERVICES**

### **GENERAL**

The City of Albuquerque (City) is requesting proposals for the development of a B100 biodiesel facility. The City is interested in selecting a development team to design, build, finance, operate, manage quality assurances, and market B100 biodiesel produced at the facility.

The City of Albuquerque is interested in receiving proposals for the development of a biodiesel facility that uses recycled cooking oils (yellow grease), and uses available landfill gas (LFG) to augment energy used at the proposed facility. This effort will include, but is not limited to: project development, design, installation, operation of a bio-diesel production facility, yellow grease collection, use of landfill gas to augment energy requirements of the facility, and marketing, sales and distribution of B100 and or blended bio-diesel produced at the facility.

Receipt of appropriate responses to this Request for Proposals comprises the initial phase of identifying and selecting a qualified development team to accomplish the scope of work.

### **SCOPE OF WORK**

#### **3.1 Development Requirements.**

**It is the intent of the City to select a development team (Offeror) that is experienced, qualified and capable of developing a business plan that is structured to:**

- 3.1.1 Develop and propose a business plan that: reduces, eliminates or matches the City's current and future costs as compared to OPIS Rack Prices and volumes of biodiesel blends; with the understanding that the blended fuel uses B100 supplied from the proposed facility,
- 3.1.2 Enables the City of Albuquerque to increase the amount of blended biodiesel, with the understanding that the blended fuel uses B100 supplied from the proposed facility,
- 3.1.3 Enables the City of Albuquerque to eliminate or reduce capital outlay and recovers capital outlay in the shortest time feasible.
- 3.1.4 Enables the City of Albuquerque to continue receiving pre-blended biodiesel.
- 3.1.5 Relieves the City of Albuquerque from biodiesel facility operations,
- 3.1.6 Relieves the City of Albuquerque of all responsibility related to wholesale or retail sales of B100 or biodiesel fuel blends.
- 3.1.7 Relieves the City of Albuquerque of all liability for the success of the biodiesel facility business venture.
- 3.1.8 Enables the City of Albuquerque to eliminate management of Federal and State tax credits.
- 3.1.9 Enables the City of Albuquerque to supply landfill gas to the biodiesel facility with the understanding that the facility will use landfill gas to augment energy used by the facility.
- 3.1.10 Enables the City of Albuquerque to lease the land at the LALF to the biodiesel facility.

3.1.11 Enables the City of Albuquerque, minimize costs, obligations and exposure of the City for both construction and operation of the proposed facility, support equipment, bulk material storage, blending equipment, product storage and liability.

**3.1.2 It is the intent of the City to select a development team (Offeror) that is experienced, qualified and capable of designing, constructing and operating a biodiesel facility that:**

3.1.2.1 Uses recycled yellow grease in the production of B100.

3.1.2.2 Is capable of using multiple feed stocks to produce B100.

3.1.2.3 Uses LFG from the LAFL to augment energy requirements of the facility.

3.1.2.4 Ensures that the facility design, construction, and operations are aesthetically and operationally consistent with current site uses.

3.1.2.5 Produces B100 that meets the physical and chemical properties needed for safe and satisfactory diesel engine operation and meets, at a minimum, ASTM D6751 prior to blending.

3.1.2.6 Enables the City of Albuquerque to minimize costs, obligations, liability and exposure of the City for both construction and operation of the proposed facility, support equipment, bulk material storage, blending equipment, product storage, transportation and liability.

**3.1.3 It is the intent of the City to select a development team (Offeror) that is experienced, qualified and capable of conducting a technical feasibility study to:**

Ensure that the proposed bio-diesel facility and operations takes into consideration the facility operation, maintenance, location, utility requirements and permit requirements. As well as the construction and operation of a facility located on or adjacent to an inactive landfill and a major storm water drainage system that discharges into the Rio Grande River and that the facility will have the capability of processing recycled cooking oil and use landfill gas as to augment energy use by the facility. The offeror will need to evaluate construction requirements based on specifications and current land use, City of Albuquerque Land Use Code, and all other local, state and federal laws, rules and regulations, including *Guidance for Compliance with the City of Albuquerque Environmental Health Department Interim Guidelines for Development within City Designated Landfill Buffer Zones (Interim Guideline)*. The City of Albuquerque will approve the actual design of the proposed facility as a part of a design-build-operate/ go - no go decision. The City of Albuquerque may choose to obtain design feedback through a public hearing, public input process or qualified third party review.

Offeror must satisfy the City of Albuquerque that it has the technical knowledge, expertise, experience, licenses, financial and management capability to design, develop, construct, operate, manage proposed facility and market the B100 or fuel blends produced by the facility. The competence and qualifications of the Offeror shall be demonstrated on the basis of information provided in response to this RFP.

**3.1.4. Project Development**

Offeror will propose a project development schedule that includes, at a minimum, the following phases:

3.1.4.1 Technical Feasibility Phase:

Technical Feasibility Study.

Project Go, No-go decision by City of Albuquerque

3.1.4.2 Design Phase:

It is essential and must be demonstrated to the satisfaction of the City of Albuquerque that the facility design was developed and coordinated with current LALF activities, including landfill gas usages and requirements, LFG extraction system upgrades, LFG electrical co-generation station , vadose zone extractions system and Balloon Fiesta activities.

Prepare construction plans and specifications, including required equipment, utilities, and facilities upgrades. It is essential to demonstrate, to the satisfaction of the City of Albuquerque, that the facility design, construction plans and schedules, and operation plans and schedules were developed and coordinated with current LALF activities.

3.1.4.3 Construction Phase:

It is essential and must be demonstrated to the satisfaction of the City of Albuquerque that the facility construction was developed and coordinated with current LALF activities, including landfill gas usages and requirements, LFG extraction system upgrades, LFG electrical co-generation station , vadose zone extractions system and Balloon Fiesta activities.

Manage the development, permitting, and construction of the biodiesel facility, based on City of Albuquerque approved work plan, and schedules.

3.1.4.4 Start-up Phase :

It is essential and must be demonstrated to the satisfaction of the City of Albuquerque that the facility construction was developed and coordinated with current LALF activities, including landfill gas usages and requirements, LFG extraction system upgrades, LFG electrical co-generation station , vadose zone extractions system and Balloon Fiesta activities.

3.1.4.5 Operation Phase:

Commission and operate a biodiesel production facility that produces Biodiesel Fuel Blend Stock (B100) that meets, at a minimum, ASTM D6751 standard biodiesel or better. Operations will include the day-to-day activities involved in the production of B100 and the marketing and sales of B100 and or blends of diesel fuel.

**3.2 Project Incentives & Development Tools.** Offeror may benefit from the following incentive programs and development tools, at the discretion of the Offeror:

New Mexico offers a broad range of business incentives to encourage relocation of new

businesses and expansion of existing businesses. They range from bonds and funding sources to training programs and tax credits. Offerors are reminded that some of the previously noted incentives are subject to possible future amendments to, or even cancellation or expiration of, the applicable local, state and federal laws, regulations and policies that govern those incentive programs.

**3.2.1 Building Site.** The anticipated site at the LALF is City-owned land and is currently being used for Balloon Fiesta RV surface parking and Balloon landing target area may be offered by the City as a lease opportunity. The balance of the land is currently privately owned, by a truck driving school and a cemetery.

**3.3 Infrastructure.** No significant existing utility and roadway infrastructure exist on the landfill available.

## **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:**

**250 --** Qualifications, experience and past performance on projects of similar scope and size, and experience and qualifications and personnel as shown on staff resumes to perform tasks described in Part 2.

- Experience - firm's experience on successful projects of a similar nature and size; past project is similar or larger than proposed project.
- Financial Information – Financial capability with projects of similar or larger size to proposed project.
- Have successful experience with the public sector in project development.
- Quantity and type of pending and past litigation

**250 --** Offeror's approach to meet the requirements of the RFP and overall ability to complete the project within the proposed project schedule. This judgment will be based upon factors such as that the proposed schedule is cognizant of the multiple uses and character of the site.

**250 --** Proposed business structure and to the extent that the City of Albuquerque can minimize financial, construction, operations and product marketing and sales and overall liability. For example: tax benefit distribution, City of Albuquerque fuel discount, profit and loss proposal, capital funding mechanism, facility operations: liability, negligence, indemnity insurance, and transparency.

**250 --** Cost Proposal – The costs proposed by the Offeror as described in Section 2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation based on a cost/price analysis.

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/ benefit analysis using your proposed figures submitted in a format similar to that presented 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/benefit 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 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 - 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

**NOTE: Since the nature of the project resulting from this RFP will not be known until after a proposal has been selected by the ad hoc committee, the form of Agreement may change. These terms and conditions will still apply as will the standard City General Conditions for all public works construction. The General Conditions are contained in COA Standard Specifications available at [www.cabq.gov/planning/publications](http://www.cabq.gov/planning/publications).**

**PART 6  
DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, (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 Environmental Health Department, RFP \_\_\_ - \_\_\_ - \_\_, titled "**Biodiesel Facility Development**", 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 the design and development of a biodiesel facility, 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 understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

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

\_\_\_\_\_  
**Alfredo Santistevan, Director  
Environmental Health Department**

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

**EXHIBIT A**  
**CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**OFFEROR'S PROPOSAL**



**APPENDIX B  
EXAMPLE**

**Project Schedule Estimate**

TASKS	Date		Cost			
	Start	End				
Phase A - Partnership Development Phase:						
A.1 Partnership development						
Phase B - Feasibility Phase:						
B.1 Technical Feasibility Study						
Phase C - Design						
C.1 Coordination with Public/Private use of LALF						
C.2 Coordinate Other Studies						
C.3 Develop Work Plan						
C.4 Develop Specifications						
C.5 Develop Utility Requirements						
C.6 Develop Facility Plans						
C.7 Develop Permitting requirements						
C.8 Develop Civil Engineering Schedule						
C.9 Develop Construction Schedule						
C.10 Develop Project Schedule						
Phase D - Construction						
D.1 Receive Permits						
D.3 Purchase Equipment						
D.4 Complete Civil Engineering						
D.5 Complete building construction						
D.6 Complete equipment installation						
D.7 Facility Startup						
D.8 City facility acceptance						
Phase E - Operation						
E.2 Facility Staffing						
E.3 Standard operation						

The Offeror is encouraged to provide as much detail as possible regarding the biodiesel project and related development (if any). Offerors should understand that it is essential that construction of the proposed project be coordinated with other LALF activities.

## **Appendix C**

### **Mandatory Facility Site Visit**

**1. MANDATORY FACILITY SITE VISIT WILL BE HELD AT THE FOLLOWING CITY FACILITY ON THE DATE & TIME SPECIFIED:**

**Mandatory Facility Site Visit will be conducted on the same day, prior to the Mandatory Pre-Proposal Conference Meeting as follows:**

**Time and Date: 9:00 AM, 07/11/2007**

**Facility Site Visit Location:  
Former Los Angeles Landfill Site  
Alameda Blvd. NE and I-25  
Albuquerque, NM 87107  
Contact Person: Wayne M. Riddle**

**2. MANDATORY FACILITY VISIT CERTIFICATE IS REQUIRED TO BE SIGNED (BY YOUR COMPANY AND A DESIGNATED CITY REP) FOR VERIFICATION OF YOUR ATTENDANCE AT THE SITES. IT MUST BE RETURNED WITH YOUR PROPOSAL RESPONSE IN ORDER FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE.**

**3. SHOULD QUESTIONS OR CLARIFICATION ISSUES ARISE AS A RESULT OF THE FACILITY VISITS, POTENTIAL OFFERORS ARE REQUESTED TO SUBMIT THEM IN WRITING PRIOR TO OR AT THE PRE-PROPOSAL CONFERENCE.**

**4. Electronic reference material:**

- Guidance for Compliance with the City of Albuquerque Environmental Health Department **Interim Guidelines for Development within City Designated Landfill Buffer Zones** (Interim Guideline) (<http://www.cabq.gov/envhealth/interim.html>)
- City of Albuquerque Incentives <http://www.cabq.gov/econdev/sbsincentives.html>
- LALF O&M Gas extraction System doc.

**Appendix D  
Mandatory Facility Site Visit**

**CERTIFICATE OF MANDATORY FACILITY SITE VISIT  
RFP2008-001-WR**

**DATE and TIME: 07/11/2007, NLT 9:00 AM (Local Time)**

**LOCATION: Former Los Angeles Landfill located at Alameda Blvd. NE and I-25**

**FAILURE TO SUBMIT (WITH YOUR PROPOSAL RESPONSE) A SIGNED COPY OF THIS CERTIFICATE WILL CAUSE YOUR RFP RESPONSE TO BE CONSIDERED NON-RESPONSIVE FOR THIS PROPOSAL.**

**VENDOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMPANY/COMPANY NAME**

**CITY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DEPARTMENT NAME**