

# City of Albuquerque

## Request for Proposals

Solicitation Number: RFP2007-005-SB

Landscape & Irrigation Maintenance: Albuquerque International Sunport



Due Date: February 20, 2007: NLT 4:00 p.m. (local time)  
*The time and date proposals are due shall be strictly observed*

### **Mandatory Pre-proposal Conference**

January 8 – 9, 2007  
8:00 AM - 12:00 PM (local time)  
Press Room  
Albuquerque International Sunport  
2200 Sunport Blvd SE  
Albuquerque, NM 87106

City of Albuquerque  
Department of Finance & Administrative Services  
Purchasing Division  
December 12, 2006

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## INTRODUCTION

- A. The City of Albuquerque (the "City") is requesting proposals for the landscape and irrigation maintenance of the Albuquerque International Sunport.
- B. The awarded contract shall provide an aesthetically appealing, well-groomed, landscape appearance for visitors and citizens of the Albuquerque area coming to the Albuquerque International Sunport.
- C. Outcomes of this contract shall include but not be limited to:
- The awarded Contractor shall be responsible for all litter and debris clean up within the areas of the contract coverage to assure a litter free environment.
  - The awarded Contractor shall be responsible for and shall ensure a safe environment for visitors and crews alike.
  - Irrigation system shall be operating at peak efficiency.
- D. Landscape and irrigation maintenance at the Albuquerque International Sunport is currently provided by:
- Lee Landscapes at the Car Rental Facility
  - Westwind along Sunport Blvd, from I-25 to the horse sculpture
  - Parks & Recreation Department:
    - Sunport Blvd SE from Horse Sculpture to Parking structure
    - Horse Sculpture area,
    - Girard Blvd SE from Sunport Loop SE to Gibson Blvd SE
    - Yale Blvd SE from the Sunport Loop SE to Sunport Court SE.
    - Sunport Court SE
    - Terminal parking structures, landscape around the garage area, and terraces inside the garage area.
    - Long-term parking lot.
    - East parking lot
    - VIP parking lot
    - Areas in front of the terminal
    - High water turf area south of Sunport Loop SE
    - Air Cargo Building
    - Flight Services Building
  - Aviation Department; All other safety (secured areas around the runway) and non-safety areas.
- E. It is the intent of the City to award all landscape and irrigation maintenance to one contractor, except for the noted safety areas, which will continue to be maintained by the Aviation Department.
- F. Plans & Drawings
- Site Southwest, LLC has been contracted by the City to create a landscape and irrigation management plan for the Albuquerque International Sunport property. Copies of the "Landscape Management Plan: Landscape & Irrigation for the Albuquerque International Sunport" ("ABQ Landscape Management Plan") may be picked up from:

City of Albuquerque Purchasing Office  
Albuquerque/Bernalillo County Government Center  
1 Civic Plaza, Room 7012  
Albuquerque, NM 87102

G. This request for proposals (RFP) is for landscape and irrigation maintenance of the entire Albuquerque International Sunport (“Sunport”) property as defined in this RFP and the ABQ Landscape Management Plan.

H. Managed Competition

- This RFP is a managed competition that allows for offers from both the public and private sectors. The City’s process to accommodate this participation is designed to be fair and equitable for both the public and private sector Offerors, while being competitive and open.

PART 1  
INSTRUCTION OF OFFERORS

1.1. RFP Number and Title: RFP2007-005-SB, "Landscape & Irrigation Maintenance: Albuquerque International Sunport"

1.2. Proposal Due Date

February 20, 2007

NLT 4:00 p.m. (local time)

1.2.1. Sealed proposals from both the private sector and public sector respondents must be submitted to the Office of the City Clerk by the time and date stated.

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

1.2.3. Note: Public Sector Draft Cost Proposals are due for the City of Albuquerque Internal Audit Review February 6, 2007 – NLT 12:00 p.m., Noon (local time). Please submit to the Office of Internal Audit, 5<sup>th</sup> Floor, City/County Government Building.

1.2.4. Internal Audit must review and return Public Sector Draft Cost Proposal to the Director of the Parks & Recreation Department by February 13, 2007 – NLT 12:00 p.m., Noon (local time). Please submit to the Parks & Recreation Department, Attention to: Mr. Jay Hart, Director, 1 Civic Plaza, Albuquerque, NM 87102.

1.2.5. Mandatory Pre-Proposal Conference:

This is a two-day mandatory pre-proposal conference. Offerors must attend both days of the conference. The first day Offerors will be taken on a site visit of the areas to be included in the landscape and irrigation maintenance contract. The second day shall be for questions about this solicitation.

January 8 – 9, 2007  
8:00 AM - 12:00 PM (local time)  
Press Room  
Albuquerque International Sunport  
2200 Sunport Blvd SE  
Albuquerque, NM 87106

1.2.5.1. This is a mandatory pre-proposal conference. Both public and private sector Offerors must attend both days of the 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.

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

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

- 1.4. Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Chapter 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 12-1-98K, 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 & 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 the 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 Offeror or in the management of its business if awarded the contract resulting from this RFP.

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

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

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

Suzanne Boehland, Senior Buyer, Department of Finance & Administrative Services,  
Purchasing Division.  
Phone: (505) 768-3397  
Fax: (505) 768-3355  
Email: sboehland@cabq.gov  
Post Office Box 1293, Albuquerque, New Mexico 87103

1.7. Contract Management: The contract resulting from this RFP will be managed by the Aviation Department, Airfield Maintenance 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 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 Proposal Number  
RFP Title

1.9.2. Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City/County Government Center, 11<sup>th</sup> Floor, One Civic Plaza NW, 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 Clerk 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.

1.9.3.1. Note: The City picks up mail at the post office once every morning at 7:00 a.m. (local time). Note: All sealed proposals must be received by the Office of the City Clerk no later than 4:00 p.m., local time as recorded in the City Clerk's Office.

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

1.9.5. Submit hard and soft copies of the proposal as follows:

1.9.5.1. Hard Copy – 1 original and 7 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.9.5.2. 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.

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

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

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

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

1.13. Draft Agreement: A copy of the Draft Agreement and the Draft Memorandum of Understanding ("MOU") to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement or Draft MOU, whichever applies, 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 available, including City contractors and consultants.
- 1.16. Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 1.17. Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.
- 1.18. Award of Contract
  - 1.18.1. When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.
  - 1.18.2. Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.
  - 1.18.3. Contract Term: The contract term shall be for a period of twelve months from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended up to four (4) twelve-month periods by mutual written agreement between the City and the Contractor.
  - 1.18.4. Type of Contract: Firm fixed price.
  - 1.18.5. Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms and conditions of said contract.
  - 1.18.6. Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.
- 1.19. Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.
- 1.20. Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.
- 1.21. City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

- 1.22. Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to 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 5). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.
- 1.24. Request For Proposals (RFP) Protest Process:
- 1.24.1. When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Manager 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 Manager prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Manager 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 Manager, 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 Manager: All protests will be responded to by the Purchasing Manager upon evaluation. The Purchasing Manager will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Manager.

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 Manager, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Manager 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.

1.25.2.1. In the case of a public sector Offeror being selected, certification must be provided from the City's Risk Management Division that all Risk coverages and charges are identified and fully funded.

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

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

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

1.25.3.1.1. 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 \$5,000,000 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, hire automobiles, vehicles and other equipment both on and off work.

1.25.3.3. Pollution Liability Insurance. A pollution liability policy with liability limits in amounts not less the \$1,000,000.00 combined single limit of liability in any one occurrence.

1.25.3.4. 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.

1.25.4. 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 Bond: Upon execution of the contract resulting from this RFP, and prior to performing any work under this agreement, the Contractor shall provide to the City a performance bond guaranteeing performance of the contract in accordance with its terms and conditions. Said bond shall be in an amount equal to one hundred thousand dollars (\$100,000.00), offered as security for the faithful performance of the contract and shall be maintained throughout the term of the contract. The Contractor must be named as principal on the bond.

1.25.5.1. All bonds must be written by a surety authorized to conduct business in the State of New Mexico and be listed as approved in the current Federal Register listing. The bonds shall be written on the forms provided in this RFP. No third party bonds will be accepted. Cashier's checks, certified checks, personal checks, letters of credit, cash or other substitutes will not be accepted in lieu of these bonds.

1.25.5.2. In the case of a public sector Offeror being selected, the City's Risk Management Division will annually compute risk charges, pursuant to City policy, and fully charge that amount to the public sector entity.

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PART 2  
PROPOSAL FORMAT

2.1. Technical Proposal Format, Section One

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

2.1.2. Experience

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

2.1.2.2. Past Experience. Describe projects of similar scope and size, which may be complete or currently in process. State for whom the work was performed, year started or completed, and a reference person who can be contacted regarding the work. State relevant experience with other municipalities or government entities. In the case of a public sector Offeror, describe current or past functions that involve landscape and irrigation maintenance for the City.

2.1.2.3. Provide performance measures with data sources that indicate the quality of the tasks performed. Provide a reference person who can be contacted regarding this work.

2.1.2.4. Such performance measures may include but not be limited to:

- Acreage of project
- Landscape types
- Irrigation management
- Strategic planning

2.1.3. Proposed Approach to Tasks: Discuss fully your proposed approach to each of the elements described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Part 6 Form A "Budget Proforma", attached hereto, without stating the price structure.

2.1.4. Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque Aviation Department staff. Describe resources to be drawn from in order to complete tasks.

2.2. Cost Proposal Format, Section Two:

2.2.1. Total Cost: Submit one original and one copy of your Cost Proposal, in a separate binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Part 6 Form A, and attached hereto.

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

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

2.2.2.2. Estimated periodic billing to the City based on the cost of the deliverable items.

2.2.2.3. Cost or pricing details should be shown by task. This might include, but is not limited to:

2.2.2.3.1. Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.

2.2.2.3.2. Purchased materials, unit costs, and quantities.

2.2.2.3.3. Travel, lodging, and other direct expenses.

2.2.2.3.4. Subcontractor costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

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

2.2.4. An example of the preferred format is contained in Part 6 Form A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

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

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PART 3  
SCOPE OF SERVICES

- 3.1. Awarded contractor shall maintain the landscaping and irrigation systems of the entire Sunport property as defined in this RFP and the ABQ Landscape Maintenance Plan.
- 3.2. Albuquerque Sunport Airfield Management personnel as well as the Aviation Landscape Coordinator shall be responsible for monitoring the Contractor's job performance.
- 3.3. The City may, from time to time, request changes in the Scope of Services. 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 the contract issued by the City Purchasing Division.
- 3.4. All material safety data sheets (MSDS) of all products and chemicals to be used to fulfill the contract shall accompany the Offeror's submitted proposal. Failure to submit MSDS may result in the rejection of the proposal.

3.5. Irrigation Control/Controllers

3.5.1.General

- 3.5.1.1. The Sunport irrigation system is controlled by approximately 40 site controllers.
- 3.5.1.2. Many of the large areas are controlled by stand alone Toro/Motorola Irrinet or Scorpio controllers. It will be the Contractor's responsibility to obtain a key pad and training to allow for field operation and programming of these units. The local contract for Motorola is Mark Mathes with Water Resources, Inc. at 505-888-1388.
- 3.5.1.3. Many other sites are controlled by I.S.C. controllers and require individual programming as well.
- 3.5.1.4. If Airfield Maintenance changes to a centrally controlled irrigation system, the Contractor shall work with the Landscape Coordinator to program the irrigation systems as needed.

3.5.2.Operation

- 3.5.2.1. The automatic Irrinet/Scorpio and I.S.C controllers operate DC solenoids at each valve.

3.5.3.Maintenance:

- 3.5.3.1. It shall be the Contractor's responsibility to adjust all irrigations programs due to landscape need and weather conditions. This shall be monitored closely and will include weekends and holidays.

- 3.5.3.2. It is imperative that the irrigation system is operating at peak efficiency.

3.5.4.Emergency contact – The Aviation Department will require an emergency contact plan, to be submitted with the Offeror's proposal.

3.5.5.Constant monitoring of the irrigation system is required for proper operation of the irrigation system and water conservation.

3.5.6. If the controllers or malfunction, the trouble shooting procedures as recommended by the manufacturer shall be followed.

3.5.7. Stand-alone controllers will need to be field monitored and manually tested on a regular schedule.

3.5.8. The controller locations shall be kept free of debris and weeds for aesthetics as well as easy locating and maintenance accessibility.

3.5.9. Solenoids should be checked annually for proper operation prior to the growing season.

3.5.10. Hand watering may be necessary during the growing season and shall be the responsibility of the Contractor.

### 3.6. Repair and Reimbursement of Parts & Plants

#### 3.6.1. Repair & Reimbursement of Irrigation Parts

3.6.1.1. The Contractor will be reimbursed at Contractor's invoice cost for all repair parts approved by the designated representative of the City. Irrigation damaged by the Contractor will be repaired by the Contractor, at the Contractor's expense.

3.6.1.2. The City will pay for parts damaged by acts of vandalism or mechanical failure that are not the fault of the Contractor. Labor cost to repair such items will be considered part of the Contractor's general and routine maintenance, and shall be performed without additional cost to the City. For all general maintenance of parts, the City will pay the replacement costs. The Contractor will make use only of suppliers designated by the City, and will pick up the replacement parts from such designated suppliers at no additional cost to the City.

3.6.1.3. All irrigation system repairs shall be made as soon as possible and practical to ensure the irrigation system is operational at all times.

#### 3.6.2. Repair & Reimbursement of Plants

3.6.2.1. The Contractor shall remove from the site and replace any plants that die due to Contractor negligence. The Contractor shall be responsible for the entire costs of the removal and replacement of such plants. Plants shall be replaced with like varieties and sizes approved by the Landscape Coordinator.

3.6.2.2. The Contractor shall be responsible for replacing all flowering annuals. Labor cost to replace flowering annuals shall be incurred by the Contractor. The Contractor shall submit invoices to The City for reimbursement of the purchase price of the flowering annuals. The Contractor shall replace any failed plants throughout the growing season. Plant selection shall be agreed upon by the Contractor and the Landscape Coordinator.

3.6.2.3. The City will pay for plant material damaged by vandalism or other acts not in the Contractor's control as approved by the Landscape Coordinator. Labor costs to replace such plant material will be considered part of the Contractor's general and routine maintenance, and shall be performed without additional cost to the City.

### 3.7. Water Conservation & Penalties

3.7.1. Irrigation systems shall be adjusted to provide maximum efficiency of water usage for maintaining healthy plant life while conserving water resources. The Contractor shall be responsible for the prevention of runoff and overspray into the streets adjacent to the areas under this contract.

3.7.2. The Contractor shall be responsible for and pay all fees and penalties arising from violation of the terms of the City's Water Conservation Landscaping and Water Waste Ordinance; Sections 6-1-1-1 to 6-1-1-99.

### 3.8. Weed Control

3.8.1. Weeds are defined as undesirable plant growth in a given area as defined by the Landscape Coordinator.

3.8.2. The Contractor shall be responsible for all weed control in landscaped areas (i.e. turf, native grass area, planters, flowerbeds, etc.), as well as non-irrigated areas along public right-of-ways. The Contractor shall also be responsible for weed control in undeveloped areas up to 6 feet from curbside in all airport non-secured areas.

### 3.9. Pest Control

3.9.1. The cost for general pest control occurrences as defined in the Pest Management sections of the Landscape Management Plan, shall be included in the bidder's base bid.

3.9.2. The awarded contractor shall notify the City immediately upon discovery of large-scale pest infestations. Cost to manage such infestations shall not be included in the Offeror's cost proposal, but the cost for removal of infestation shall be negotiated with the City on a case-by-case basis. Infestation shall be defined by the Landscape Coordinator.

### 3.10. Litter Control

3.10.1. The Contractor shall be responsible for all litter and debris clean up within the areas of the contract coverage to assure a litter free environment.

### 3.11. Debris Removal

3.11.1. The Contractor is responsible to remove all debris from the work site(s). Dumpster and roll-off containers will not be provided to the Contractor by the City. The Aviation Department will make available a one location, to be determined by the Landscape Coordinator, for placement of a debris removal container.

3.11.2. Such container is the complete responsibility of the Contractor and shall be emptied at the Contractor's expense on a regular basis.

### 3.12. Graffiti Free Requirement

3.12.1. The awarded vendor will be required to furnish equipment, facilities or other items as may be required to complete the specified services in the Request for Proposals which are "graffiti free". Failure of the awarded vendor to comply with this requirement may result in a cancellation of any contract issued as a result of the Request for Proposals. Graffiti must be removed from the awarded Contractor's equipment, facilities, or other items within 48 hours of appearance.

3.13. Licenses & Certifications

3.13.1. All contractors that submit offers must have the appropriate State of New Mexico Contractor's License(s), which are required for this type of work, including but not limited to:

- Irrigation
- Pesticide
- Backflow Prevention

3.13.2. Submitted proposals shall include the Offeror's New Mexico contract license number(s) and certifications relevant to this RFP.

3.14. Equipment

3.14.1. List of equipment available to complete the ABQ Landscape & Irrigation Maintenance Plan. List must include description, make, model, and age of equipment. The City reserves the right to conduct a site inspection of the equipment before a recommendation of award.

3.15. Safety

3.15.1. The Contractor shall be responsible for and shall ensure a safe environment for visitors and crews alike.

3.15.2. The Contractor shall provide in the performance of the work, traffic control, lighting, barriers, markers, and other safety measures as necessary

3.16. Contract Non-Conformance

3.16.1. Except as otherwise provided herein, if the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this solicitation in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, including but not limited to unsatisfactory contract performance, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources.

3.16.2. The Contractor shall not be liable for any excess costs if failure to perform the contract arises out of cause beyond the control and without the fault or negligence of the Contractor, such causes include but are not limited to acts of God or the public enemy, acts of the City, State or Federal Government, fires, floods, epidemics, quarantines restrictions, strikes, freight embargos and/or unusually severe weather.

3.16.3. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

3.16.4. If a contract resulting from this solicitation is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method

available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

- 3.17. Laws & Regulations: The Offeror shall give all notices and comply with all laws, ordinances, rules and regulations that apply to this work. The Offeror shall obtain and pay for all permits and licenses necessary to execute and complete the work. All required licenses must be in force at the time of submission of an offer and remain in force during the entire period of any contract resulting from this request. Failure to provide proof of required licenses in force will result in the offer being judged non-responsive.
- 3.18. All material safety data sheets (MSDS) of all products and chemicals to be used to fulfill the contract shall accompany the Offeror's submitted proposal. Failure to submit MSDS may result in the rejection of the proposal.

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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. Managed Competition Process: the City has determined that this Request for Proposals will be handled as a managed competition, which allows the City of Albuquerque itself to submit a proposal in response to the RFP.
  - 4.2.1. The City may submit its proposal through one or more City departments or agencies or in conjunction with private partners, joint ventures or subcontractors. The managed competition process has been designed to accommodate this participation in a way that is fair and equitable for both the public and private sector Offerors, while being competitive and open. To ensure these characteristics, any City department or agency which wishes to submit a proposal, may not have participated in the development of the RFP and may not participate in any way in the evaluation of responses. Any such department or agency's participation is limited to that of an Offeror.
  - 4.2.2. City-provided quality management expertise as well as contracted consultants may be available to a City department or agency to develop or improve its proposal in response to the RFP, but access to staff preparing the RFP or prior knowledge of the RFP will not be permitted. The costs incurred by a department or agency in preparing its proposal will not be factored into the costs presented in its proposal, as would also be the case, with a private sector Offeror's preparation costs.
  - 4.2.3. Because the cost of a City department or agency are not uniformly comparable to those of a private company, the following assumptions have been made:
    - 4.2.3.1. City of Albuquerque indirect rates, pursuant to City process and confirmed by the City's Accounting Division, should be included in a public sector offer.
    - 4.2.3.2. City of Albuquerque indirect costs associated with a private contract and which costs will be calculated by the City's Accounting Division, will be added to the private sector offers.
    - 4.2.3.3. Aviation Department costs associated with managing the contract resulting from this RFP are assumed to be the same, regardless of whether the successful Offeror is a public or private entity, and, therefore, will not be included in any cost proposal.
    - 4.2.3.4. An allocation for risk claims, workers' compensation and litigation costs approved by City Risk Management will be included in any public sector offer.
    - 4.2.3.5. Vehicle purchase and maintenance costs for a public sector agency must be approved by City Fleet Management.

- 4.2.3.6. A public sector Offeror must utilize City contract and procurement processes in determining its costs.
- 4.2.4. In order to ensure that a public sector offer is in compliance with all City ordinances, policies, processes, and procedures and fairly presents the actual costs which will be incurred by the City if said offer is selected, the public sector cost proposal will be submitted for an independent review two weeks prior to the date that proposals are due. This independent review will consist of an evaluation of the cost proposal by the City's Internal Audit Office for inclusion, accuracy and comprehensiveness of all costs submitted, including risk management, fleet management charges and indirect costs. This independent evaluation is necessary because any errors in calculating costs by a City department or agency would result in deficiencies or shortfalls that the City would have to bear itself and make up from other sources. In the case of a private sector Offeror, the Offeror would be responsible for covering any such shortfall and the City would not be at risk. In addition, the independent evaluation ensures that the City offer is a fair presentation of actual costs so that it can be fairly compared to the private offers.
- 4.2.5. After its review of a public sector cost proposal, the Internal Audit Office will provide a public sector Offeror with its recommendations in writing and the Offeror may revise its cost proposal for final submittal by the due date for submittal of proposals. The Internal Audit review and recommendations will be made a part of the Purchasing file and can be reviewed by all Offerors following approval of the recommendation of award. As previously stated, a public sector Offer must comply with all City ordinances, policies, processes, and procedures. Should the City be awarded the contract, these and performance and cost commitments contained in its offer, will be included in an interdepartmental Memorandum of Understanding (MOU) between the Aviation Department and the Offeror. The Draft MOU is attached hereto. The MOU would define and require performance in much the same manner as performance would be defined and required in a City contract. Progressive consequences will be imposed depending on the extent of noncompliance with the MOU. Failure to meet the standards defined in the scope or over-expenditure of resources may result in termination of the MOU and re-soliciting the contract. Depending on the extent of noncompliance, the Offeror may not be allowed to submit a response to future RFPs.
- 4.2.6. The final cost proposals submitted by all Offerors will be evaluated by the Purchasing Division with assistance from the Office of Management & Budget and the Department of Finance & Administrative Services Accounting Division, as described below. Clarification may be requested and Best and Final Offers obtained following clarification.
- 4.3. Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of 0 – 1000 with weight relationship as stated below.
- 4.3.1. Evaluation Factors:
- 550 – The Offeror's general approach and plans to meet the 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 – Experience and qualifications of the Offeror and personnel as shown on staff résumés to perform tasks described in Part 3, Scope of Services.
  - 100 – The Offeror's past performance on projects of similar scope and size.

150 – Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.3.2. Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Part 5 Form 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.

4.3.3. Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

4.3.3.1. Rate Method

4.3.3.1.1. Using this method, the proposal with the lowest reasonable and realistic cost receives the maximum points allowed. All other reasonable, realistic, and cost effective proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum points available} = \text{awarded points}$$

*Example: the cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 150 points.*

$$\frac{\$100,000}{\$125,000} = 0.80 \times 150 = 120 \text{ points}$$

*The low offer received 150 points and the second low offer receives 120 points.*

4.3.4. Recommendation of Award: The scoring of proposals by the Ad Hoc Advisory Committee shall result in a recommendation of award which shall include the scores of all proposals evaluated.

4.4. Local & 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 Part 5 Form B 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.

4.4.1. The public sector will qualify for Local Preference but is still required to complete and submit appropriate form(s) with its proposal.

PART 5  
FORMS

FORM A

Budget Proforma

Landscape & Irrigation Maintenance: Albuquerque International Sunport  
Required Format

Projected \*

Management & Operating Costs	FY2007	FY2008	FY2009	3 Year Total
Salaries – Management				
Salaries – Administration				
Workers				
Seasonal Personnel				
Overtime				
Employee Benefits				
Supplies				
Fertilizers				
Pesticides				
Equipment/Vehicles				
Cost of Ownership/Leasing				
Repairs & Maintenance				
Fuel				
Insurance (list)				
Bonds (list)				
Gross Receipts Taxes				
Total				
One Time Start Up Costs				
Item	Quantity	Unit Cost	Total Cost	
Vehicles				
Equipment				
Other (List Below)				
Total Three Year Cost				
And One Time Costs				

- \* FY2007 = Present – June 30, 2007
- \* FY2008 = July 1, 2007 – June 30, 2008
- \* FY2009 = July 1, 2008 – June 30, 2009

## FORM B

### 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 NO: RFP2007-005-SB

Business Name: \_\_\_\_\_

Business Location (in Abq. Metro Area): \_\_\_\_\_  
\_\_\_\_\_

Business Type: SELECT ONE

- Corporation – Indicate state of corporation → \_\_\_\_\_
- Partnership – Indicate “general” or “limited” → \_\_\_\_\_
- Sole Proprietorship (Single Owner with employees) → \_\_\_\_\_
- Individual (Single Owner/No employees) → \_\_\_\_\_
- Public Agency – Indicate agency and department → \_\_\_\_\_
- Other – Indicate status → \_\_\_\_\_

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico → \_\_\_\_\_

CERTIFICATIONS

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 or Authorized Individual: \_\_\_\_\_ ←

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

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

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

**YOUR MUST RETURN THIS FORM WITH YOUR OFFER**

9/24/02

FORM C

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called the Contractor, and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the mount of \_\_\_\_\_ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP2007-005-SB, entitled "Landscape & Irrigation Maintenance: Albuquerque International Sunport", and shall by written agreement enter into a contract with the City described as follows:

\_\_\_\_\_, which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alternation or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a proposal or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contractor may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

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

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

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PART 6  
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 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 Aviation Department, RFP2007-005-SB, titled "Landscape & Irrigation Maintenance: Albuquerque International Sunport", dated December 12, 2006, 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 RFP2007-005-SB, 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 satisfactory and proper manner, as determined by the City, pursuant to required Performance Measures:

Provide landscape and irrigation maintenance for the Albuquerque International Sunport 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 24 months of the date of execution of this Agreement. This Agreement may be extended for up to three 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 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 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 Service 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 Insurances. 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 or 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 made excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness is 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 Materials. 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 material 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 an 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 hereto.

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 purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

18. Termination for Convenience of City. The City will 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 supercedes 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: \_\_\_\_\_

\_\_\_\_\_  
John D. "Mike" Rice, Director  
Aviation Department

Fed. Tax ID No. \_\_\_\_\_

State Tax ID No. \_\_\_\_\_

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

PART 6  
Exhibit A  
City of Albuquerque Request for Proposals

PART 6  
Exhibit B  
Offeror's Proposal

PART 7  
DRAFT MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE AVIATION DEPARTMENT  
AND

\_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Aviation Department of the City of Albuquerque (“Aviation”) and \_\_\_\_\_ of the City of Albuquerque, New Mexico (the “Department”).

**RECITALS**

**WHEREAS**, the City’s Purchasing Office issued a Request for Proposals for Aviation RFP2007-005-SB, titled “Landscape & Irrigation Maintenance: Albuquerque International Sunport” dated December 12, 2006, which is attached hereto as Exhibit A; and

**WHEREAS**, the Department submitted its proposal, dated \_\_\_\_\_, in response to RFP2007-005-SB, which proposal is attached hereto as Exhibit B; and

**WHEREAS**, the Department has been selected to render certain services in connection therewith, and the Department 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 Department shall perform the following services (hereinafter the “Services”) in a satisfactory and proper manner, as determined by Aviation, pursuant to required Performance Measures set out in Exhibit C:

Provide Aviation with landscape and irrigation maintenance for the Albuquerque International Sunport, in accordance with Exhibit A as supplemented Exhibit B.

2. Time of Performance. Services of the Department shall commence on the date of final execution of this MOU and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this MOU; provided, however that in any event, all of the Services required hereunder shall be completed within 24 months of the date of execution of this MOU. This MOU may be extended for up to three additional 12-month periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, Aviation agrees to pay the Department 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 Department’s Services under this MOW, including all expenditures made and expenses incurred by the Department in performing such Services. If the Department is unable to provide the Services for the amount specified, it may not supplement the compensation under this MOU with funds budgeted for other Department activities. Monthly reports of expenditures incurred for

providing Services shall be provided to the City's Office of Management and Budget ("OMB"). If additional funding is required, only additional funding approved by the OMB from funds appropriated by City Council for the purpose of providing these Services may be used.

B. Method of Payment. Such amount shall be paid to the Department at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month. Payment shall be made to the Department monthly in accordance with the appropriate internal accounting procedures of the City and on the condition that the Department has accomplished the Services to the satisfactory of Aviation.

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

4. Personnel.

A. The Department represents that it has, or will secure at its own expense, all personnel required in performing all of its Services required under this MOU.

B. All the Services required hereunder will be performed by the Department 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 MOU shall be subcontracted without the prior written approval of Aviation. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this MOU.

5. Insurance. The Department shall cover all risks and liability associated with providing the Services through the City's Risk Management Fund.

6. Discrimination Prohibited. In performing the Services required hereunder, the Department 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.

7. ADA Compliance. In performing the Services required hereunder, the Department agrees to meet all the requirements of the Americans with Disabilities Act of 1990 (the "ADA").

8. Reports and Information. At such times and in such forms as Aviation may require, there shall be furnished to Aviation such statements, records, reports, data and information, as Aviation may request pertaining to matters covered by this MOU.

9. Establishment and Maintenance Records. Records shall be maintained by the Department in accordance with applicable law and requirement prescribed by Aviation with respect to all matters covered by this MOU. Except as otherwise authorized by Aviation, such records shall be maintained for a period of three (3) years after receipt of final payment under this MOU.

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

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

12. Assignability. The Department shall not assign any interest in this MOU and shall not transfer any interest in the MOU (whether by assignment or novation), without the prior written consent of Aviation thereto.

13. Termination for Cause. If, through any cause, the Department shall fail to fulfill in a timely and proper manner its obligations under this MOU, violate any of the covenants, agreements, or stipulations of this MOU, incur expenses for providing the Services in excess of its monthly compensation or materially fail to meet the Performance Measures identified in Exhibit C, Aviation shall thereupon provide written notice to the Department of such violation or failure. Within five (5) days of receipt of such notice, the Department shall provide to Aviation a plan to resolve the problems identified. Such plan shall set a deadline for resolution or other appropriate action. Following approval of the plan by Aviation, if the Department fails to implement the plan within the specified time frame or the Department repeats said violation or failure after the deadline for resolution, the parties shall meet with the City's Chief Administrative Officer for appropriate action, which may consist of termination of this MOU and the Department's Services and prohibition of the Department from submitting proposals in response to future solicitations for a contract of such Services. In the event of termination in such case, all finished or unfinished documents, data, and reports prepared by the Department under this MOU shall, at the option of Aviation, become its property, and the Department shall be entitled to receive just and equitable compensation for any work satisfactorily completed by the Department. Notwithstanding the above, Aviation may withhold any payments to the Department for Services unsatisfactorily performed.

14. Termination for Convenience of City. Aviation may terminate this MOU and the Services of the Department at any time by giving at least sixty (60) days notice in writing to the Department. If this MOU is terminated due to the fault of the Department, the preceding section hereof relative to termination shall apply.

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

16. Entire Agreement. This MOU contains the entire agreement of the parties and supersedes any and all agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A, B, and C to this MOU are by this reference incorporated herein.

17. Applicable Law. This MOU 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.

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

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

AVIATION DEPARTMENT

\_\_\_\_\_ DEPARTMENT

Approved by:

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

\_\_\_\_\_  
Bruce J. Perlman, Ph.D.  
Chief Administrative Officer

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

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

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

\_\_\_\_\_  
John D. "Mike" Rice, Director  
Aviation Department

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

PART 7  
Exhibit A  
City of Albuquerque Request for Proposals

PART 7  
Exhibit B  
Offeror's Proposal