



## CITY OF ALBUQUERQUE

### *STEP 1 OF 3 STEP PROCESS*

## **REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK**

For City: ABQ Ride, Transit Department

Contact Person: Dayna G. Crawford, Deputy Director

Address: Alvarado Transportation Center, 2<sup>nd</sup> Floor, 100 First Street SW

City/State/Zip: Albuquerque, NM 87102

E-Mail: Dayna@cabq.gov

### **DEADLINE FOR RECEIPT OF STATEMENTS OF QUALIFICATIONS IS AS FOLLOWS:**

DATE: Tuesday, September 1, 2015 TIME: 1:30 p.m. MST

DELIVER TO: City Clerk's Office, Plaza del Sol Building, 600 2<sup>nd</sup> Street NW, Room 720,  
Albuquerque, New Mexico 87102

The date and time received will be stamped on the Request for Qualifications Package by City Clerk's Office. Late submittals will not be accepted. It is the responsibility of the Offeror to ensure that their submittal is delivered on time to the correct address.

**THE CM AT RISK PRE-REQUEST FOR QUALIFICATIONS CONFERENCE shall be held as follows:**

**DATE: August 5, 2015 TIME: 1:30 p.m.MST**

**LOCATION: Alvarado Transportation Center, 2<sup>nd</sup> Floor Conference Room, 100 1<sup>st</sup> Street SW, Albuquerque, New Mexico 87102**

**I. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (RFQ)  
FOR CONSTRUCTION MANAGER AT RISK (CMAR)**

**1.0 INTRODUCTION**

The City has made a determination that the Construction Manager at Risk method is advantageous to ensure that the project described herein is delivered within time and budget constraints and in a quality manner. The City has hereby determined that soliciting competitively sealed Qualifications Statements, issuing a Request for Proposal to Short-Listed Finalists and interviewing said Finalists for construction of Albuquerque Rapid Transit (“ART”) is the most effective means to ensure the Project is delivered on time, within budget, and in accordance with City Ordinance regulations and criteria described herein.

The Owner will be accepting proposals from experienced Construction firms interested in providing Construction Manager at Risk (CM at Risk) services for the construction of the federally funded (by Federal Transit Administration) ART Project. The first step shall be the submittal of qualifications in accordance with Section III, paragraph 5.2 of these instructions. A Selection Committee will review the Statement of Qualifications received in response to this request to determine the Offerors that meet the minimum qualifications set forth in this Request for Qualifications. Then, utilizing the criteria set forth in Section III, Paragraph 5.0, the Selection Committee will evaluate the Statements of Qualifications from the qualified Offerors and choose the top three (3) qualified Offerors who will be sent a Request for Proposal for Fee and General Conditions. The Selection Committee will evaluate the proposals and the qualifications and conduct interviews with up to three of the highest ranked Offerors. After conducting interviews and after considering the factors listed in Section III, para. 5.0, the Selection Committee shall rank the Offerors and recommend one firm that it feels would be most advantageous to the Owner for selection.

**2.0 MINIMUM QUALIFICATIONS**

The minimum qualifications for the Construction Manager at Risk are:

- A. Contractor’s license for the type of work to be performed, issued pursuant to the Construction Industries Licensing Act;

- B. Registration pursuant to Section 13-4-13.1 NMSA 1978; and
- C. A minimum bonding capacity in the amount of: \$80,000,000
- D. Additional qualifications are described in Section 6.0 below.

**3.0 STATEMENT OF PROJECT SCOPE OF WORK**

The ART project is an 8.75-mile bus rapid transit project down Central Avenue that will change the existing roadway section to accommodate the center running bus rapid transit (BRT) within the existing Central Avenue right-of-way (ROW). Referred to as Albuquerque Rapid Transit (ART), the project limits for the first phase of construction extend from the Central Avenue/Coors Boulevard intersection on the west side of the metropolitan area to the Central Avenue/Louisiana Boulevard intersection on the metropolitan area’s east side. The corridor length is approximately 8.75 miles. As planned, the proposed ART alignment follows Central Avenue with the exception of the downtown area between 1st Street and 10th Street, where the route will follow Copper Avenue and Gold Avenue, parallel streets one block north and south of Central Avenue, respectively.

ART routes are planned to integrate with the existing ABQ Ride system and other future BRT routes across Albuquerque. The ART system will incorporate a combination of the BRT features mentioned above. ART vehicles will run in dedicated bus lanes in some areas and mixed-flow traffic in others depending on constraints, feasibility, and engineering considerations identified in the design.

ART stations will each be designed to create a unique, identifiable station. The ART stations will utilize raised platforms to provide level boarding and alighting of all passengers, including the elderly and disabled. Off-board advanced ticket purchasing will increase the efficiency of the buses by reducing the amount of time the bus spends at each stop. These programming features will provide design direction for integrating the ART features into a unique, cohesive, and easily recognizable station. The ART project also includes pedestrian improvements consistent with the Complete Streets Ordinance.

The City has funds to complete design of this project and is preparing a grant application for additional construction funds. In the event the construction funds are not approved, the City will suspend the contract, terminate the contract or reduce the scope of work.

**FUNDING, FEES AND SCHEDULES**

The Maximum Allowable Construction Cost for this Project (MACC) stated herein, including design fees, pre-construction fees, general conditions, and contractor’s fee.

MACC \$80,000,000

Funding sources are a combination of Local monies and FTA grants

Start of Construction is expected to be in Month: February Year: 2016

**4.0 DESIGN PROFESSIONAL INFORMATION**

The Owner has selected the firm noted herein as the Design professional of Record for this Project. The successful CMAR shall act on the Owner's behalf with the Design Professional to perform the pre-construction services required.

HDR Inc. (505) 830-5400  
Ed Potthoff, P.E.  
2155 Louisiana Blvd. NE, Suite 9500  
Albuquerque, New Mexico 87109

## **5.0 ANTICIPATED SEQUENCE OF EVENTS FOR SELECTION AND THE WORK**

Approximate key project schedule milestones to be considered in preparing your Qualifications Statement are as follows.

### **5.1 Schedule for Selection.**

- 8-5-15** – Non-Mandatory Pre-Request for Qualifications Submittal Conference.
- 9-1-15** – Statements of Qualifications are due.
- 9-29-15** – Request for Proposals for fee and specified general conditions sent to selected qualified firms.
- 10-13-15** – Proposals are due.
- 10-20-15** - Selection Committee Review of Proposals.
- 11-3-15** – City approves CM at Risk Selection.
- 11-17-15** – CM at Risk Contract Awarded.
- 12-2-15** – Selection Committee results available for public inspection.

### **5.2 Schedule for Design.**

- 4-5-15** – Schematic design completed.
- 8-3-15** – Design Development completed.
- May 2016** – Final Design Plans-Construction Documents completed.

### **5.3 Schedule for Negotiation of the Cost of The Work, GMP Amendment.**

**1-15-16** – Negotiations concluded.

**2-1-16** – GMP Amendment executed.

### **5.4 Schedule for Construction.**

**2-1-16** – Construction begins.

**August 2017**– Substantial Completion

**September 2017**– Final completion

## **6.0 CMAR PROJECT REQUIREMENTS AND DELIVERABLES**

The CM at Risk shall actively participate as a member of the project team with the Owner and the Design Professional beginning with providing a Construction Cost Estimate following the contract execution and if necessary, following with design concept, constructability and value engineering reviews. Thereafter, the CM at Risk will manage subcontractor solicitation, subcontracting, construction and commissioning of the project. The purpose of these pre-construction and construction responsibilities is to provide the expertise necessary to ensure that the project objectives are realized and the project budget and schedule are met.

The CM at Risk shall provide pre-construction services, including, but not limited to attending and participating in design meetings with the Owner and/on Design Professional; identifying safe work practices and requirements for construction; assessing and recommending site logistics requirements; recommending phasing and sequencing of the work; construction scheduling; cost estimating; assessing alternative construction methods and products for Value Engineering and life cycle cost considerations; and, participating in the Owner's phased design and construction document reviews.

The CM at Risk shall propose a Guaranteed Maximum Price, which shall be the sum of the following:

Estimated Cost of the Work,  
Preconstruction Fee,  
Proposal for Specified General Conditions, and  
Construction Manager's Fee.

CM at Risk shall indicate the percentage of the Guaranteed Maximum Price that it will perform with its own work forces. The percentage of self-performance will meet or exceed forty percent (40%) of the total estimated cost of the work.

The CM at Risk, in cooperation with the Owner, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise the Owner about bidding or

proposals, evaluate submissions by responsible bidders and Offerors, and enter into subcontracts for the execution of the Work.

The CM at Risk shall manage and perform the duties for the Work.

## 7.0 OWNER/PROJECT CONTACT

Any questions concerning the procurement process for this Request for Qualifications shall be submitted in writing to the procurement contact as listed below. Technical questions regarding the scope of work shall also be submitted in writing to the procurement contact who will relay those questions to the appropriate party. This is for the purpose of tracking all questions and answers for distribution to all Offerors and the procurement file.

For questions regarding the procurement, technical, evaluation, and award process:

Dayna G. Crawford, Deputy Director  
ABQ Ride, Transit Department  
Dayna@cabq.gov

## 8.0 DEFINITIONS OF TERMINOLOGY

This section contains definitions that are used throughout this CMAR procurement process, including appropriate abbreviations.

**“Construction Manager at Risk”** means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

**“Construction manager at risk delivery method”** means a construction method for a project wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparations and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

**NOTE:** By definition, CMAR services cannot duplicate the services of the Design Professionals for a project, but may, at the Owner’s direction, have input in the project.

**“Contract”** means an agreement between the City of Albuquerque and a New Mexico licensed contractor for the work covered by this RFP.

**“Contractor”** means successful Offeror awarded the contract that holds the appropriate, current State of New Mexico general contractor license designation.

**“Design Professional”** means a registered engineer licensed to do business in the State of NM.

**“GMP”** means Guaranteed Maximum Price and is the maximum amount to be paid by the Owner for the construction of the Project, including the Cost of the Work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the Owner and the Contractor shall be the amount stated in the Agreement Between Owner and Construction Manager at Risk for Construction and General Conditions for Construction (attached to this RFP).

**“Governing body”** means the City.

**“MACC – Maximum Allowable Construction Cost”** means the amount that is set by the Owner and represents the total sum available for the Cost of the Work, the CMAR Fee, and General Conditions, excluding gross receipts tax, but may include furnishings, fixtures and equipment. MACC shall not include professional fees.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**“Owner”** is the City of Albuquerque.

**“Proposal”** is the Offerors response to the RFP.

**"Request for Proposals" or "RFP"** means all documents, attached or incorporated by reference, used for soliciting proposals.

**“Request for Qualifications” or “RFQ”** means all documents, attached or incorporated by reference, used to determine whether an Offer is responsible based on a statement of experience, ability, means and methods to fulfill the Owner requirements.

**"Responsible Offeror"** means an Offeror who submits a statement of qualifications and a proposal and who has furnished, where required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

**"Responsive Offer" or "Responsive Proposal"** means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**“Statement of Qualifications (SOQ)”** means the response to this Request for Qualifications (RFQ).

**"Selection Committee"** means a body constituted to perform evaluation of Offeror proposals.

**"User"** means the Transit Department of the City of Albuquerque.

**"User Contact"** is the person designated by the City to speak on behalf of the City concerning the scope of work and programming requirements for the project.

The terms **"must," "shall," "will," "is required," or "are required"** identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms "**can**," "**may**," "**should**," "**preferably**," or "**prefers**" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors submittal. *Rejection of the submittal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

## **9.0 EVALUATION OF QUALIFICATIONS, INTERVIEW AND PROPOSAL**

- A. **Selection Committee:** The Selection Committee shall consist of a minimum of five (5) persons appointed by the Owner, with at least one member being a registered design professional or engineer. The Committee shall collectively possess expertise in the technical requirements of the project, construction design and contracting and operation.
- B. **Evaluation Criteria:** The requirements for the Statement of Qualifications, Proposals and Interview are set forth in Paragraph 5.0 of Section III. The weight the Selection Committee has assigned to each factor in its review of the qualifications and proposals is provided. The Selection Committee may, at its discretion, request additional information to determine an Offeror's responsibility if the need arises during the Selection Committee's evaluation of qualifications and proposals.
- C. **Licensing Requirements:** Each prospective Offeror must have a current and active New Mexico Contractor's license at the time of submittal and must submit the Qualification Questionnaire and Qualification Statements with all portions completed, including any required attachments.
- D. **Campaign Contribution Disclosure:** Each prospective Offeror must include as part of their submittal the Campaign Contribution Disclosure Form included as Attachment 2 of this RFQ with all portions completed, including any required attachments.
- E. **Submittal Completeness:** Each prospective Offeror must answer all of the questions and provide all requested information on the Qualifications Questionnaire for General Contractors. Any prospective Offeror failing to do so may be deemed to be non-responsive and non responsible Offeror with respect to the Contractor Statement of Qualifications, at the sole discretion of the Selection Committee.
- F. **Federal Requirements:** The FTA requirements for construction are included as Exhibit I which will be included in any contract award.



## II. CONDITIONS GOVERNING STEP 1 REQUEST FOR QUALIFICATIONS OF THE PROCUREMENT

This section of the RFQ outlines and describes the major events of the Qualifications Evaluation process and specifies general requirements.

### 1.0 RFQ SEQUENCE OF EVENTS

- |    |  |  |
|----|--|--|
| 1. | Issue RFQ  | 7-15-15  |
| 2. | Pre-Request for Qualifications<br>Submittal Conference                       | 8-5-15<br>1:30 p.m.<br>Alvarado Transportation Center<br>2 <sup>nd</sup> Floor Conference Room<br>100 1 <sup>st</sup> Street SW<br>Albuquerque, NM 87102 |
| 3. | Deadline to Submit Questions/Clarifications                                  | 8-19-15  |
| 4. | RFQ Addenda/Amendments<br>(City to Potential Offerors)                       | 8-28-15  |
| 5. | Deadline to Submit SOQ and<br>Acknowledgement of Receipt Form                | 9-1-15   |
| 6. | SOQ Evaluations  | 9-22-15  |
| 7. | Notice of Short List Finalists Issued<br>To receive the Request for Proposal | 9-29-15  |

### 2.0 EXPLANATION OF RFQ SEQUENCE OF EVENTS

1. **Issue RFQ** - This RFQ is issued by the City in accordance with the provisions of the City Purchasing Ordinance and the Regulations set forth herein.
2. **A Pre-“Request for Qualifications” Conference shall be held:** Owner will indicate the date, time, and location of the Conference. The purpose of a Pre-Request for Qualifications Conference is to review the RFQ documents, including the Scope of Work, Response Format, and tentative Schedule of Events. Attendance at the Pre Request for Qualifications Conference is not mandatory, however, it is strongly recommended that appropriate Offeror staff attend to better understand the Owner’s expectations and the conditions governing Step 1 of this procurement.
3. **Questions/Clarifications:** Between the time of issuance of the RFQ and the date for submittal listed herein, prospective Offerors shall submit in writing any questions they may have regarding any clarifications or comments regarding the RFQ, the stated Maximum Allowable Construction Cost, the stated Scope of Work, the Conditions Governing the Procurement, the Scoring Criteria, Amendments, and/or Scope of Work, or any other information that Offeror deems necessary to submit a complete and comprehensive package

for evaluation, or to advise the Owner of considerations to modify this RFQ that would benefit the Owner.

4. **RFQ Amendments:** Should any Addenda to this RFQ be deemed necessary between issuance of the RFQ and the Submittal deadline, it will be distributed in writing to all Offerors of record. If an amendment requires a time extension, the Submittal date will be changed as part of the written amendment.
5. **Deadline to submit Statements of Qualifications (SOQ):** Shall be at the date and time that has been set by the Owner for receipt of the SOQ. Late SOQ submittals will not be accepted. It is the Offeror's responsibility to ensure that their SOQ arrives at the appointed location and at the appointed date and time. **The SOQ may be delivered early to avoid any possibility of rejection due to untimely submission.** SOQ must be submitted in a sealed envelope addressed to:

Albuquerque Rapid Transit RFQ  
City Project Number 6319.92  
City of Albuquerque  
City Clerk's Office, Plaza del Sol Building  
Room 720, 600 2<sup>nd</sup> Street NW  
Albuquerque, New Mexico 87102

**ANY SOQ RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE.** The City Clerk's Office will time and date-stamp SOQ's at the named location. A public log will be kept of the names and submittal times of all Offerors who submitted SOQ'S. If the SOQ is *hand-delivered* and it is determined it is late, the envelope will be time-stamped and dated, a photo copy made of the envelope with this information for the procurement file. The unopened envelope will be immediately returned to the person that hand-delivered the late SOQ.

Any SOQ delivered by mail or other common carrier that is late shall be time and date stamped, a photo copy made of the stamped envelope/mailed for the procurement file, and the SOQ shall be kept on file, unopened, until the Offeror makes arrangements for its return. The City shall not be responsible for any fees or postage to return a late SOQ.

SOQ'S will be reviewed for completeness and compliance with requirements by the Selection Committee. If any SOQ submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination (see Section II. 3.0,.1.).

6. **SOQ Evaluations/Short Listing:** The Selection Committee will review each Offeror's SOQ. Points will be allocated, by each member. Each Selection Committee member's point totals will be translated into a numeric ranking of all submittals. The individual Selection Committee member rankings will be totaled together and averaged to determine the overall ranking of SOQ submittals.
7. **Notice of Finalists/Short List** - Each responsive Offeror will be notified in writing as to the results of the Selection Committee's determination and the top three ranking responsive offers will be sent a RFP for CMAR Fee and Specified General Conditions.

### 3.0 GENERAL CONDITIONS AND REQUIREMENTS GOVERNING THE PROCUREMENT

This Section contains general information about the process and conditions under which this RFQ is issued, as well as certain conditions governing the procurement.

The City shall evaluate the SOQ'S received in response to this RFQ based upon the Evaluation Criteria included herein. The City reserves the right to divide the Project into multiple parts, to reject any and all SOQ'S and re-solicit for new SOQ'S, or to reject any and all SOQ'S and temporarily suspend or permanently abandon the Project, should the need arise. City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

1. **Protests** – Any protest matters regarding any SOQ prior to the Selection Committee review and consideration must be submitted to the Procurement Manager. Any such protest must be submitted within three (3) business days after the rejection of the SOQ and must specify in detail the grounds for the protest. Failure to do so will waive any grounds for protest. The Procurement Manager will then make an initial determination as to the status of the protest considering such information as deemed appropriate. Such determination will be final unless a further appeal is taken from said decision by the giving of further written notice to the Procurement Manager within three (3) business days thereafter. In such case, the protest will then be heard by the Chief Administrative Officer of the City of Albuquerque, whose decision will be final.

#### ***Protest to the FTA***

A protester must exhaust all Transit's administrative procedures and remedies before pursuing an appeal with the FTA. The FTA will only entertain a protest that alleges:

1. Transit failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
2. Violations of Federal law or regulation.

An appeal to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Fiscal Manager. Specifically, protesters shall file an appeal protest with the FTA Region VI Administrator no later than five (5) calendar days after a final decision is rendered under ABQ RIDE's protest procedure.

An appeal filed with the FTA Region VI Administrator shall:

1. Include the name and address of the protester; and
  2. Identify the grantee, project number, and the number of the contract solicitation; and
  3. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest, or violation of Federal law or regulation; and
  4. Include a copy of the local protest filed with the ABQ Ride and a copy of the ABQ Ride decision.
2. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any documents or material submitted in response to this RFQ shall be borne solely by the Offeror.

3. **Third-Party or Subcontracting General Contractor Contract Responsibilities** – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable without the written consent of the City.
4. **Amended SOQ** - An Offeror may submit an amended SOQ before the deadline for receipt of the SOQ. Such amended Submittal must be complete replacements for a previously submitted SOQ and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble SOQ material.
5. **Offeror's Rights to Withdraw SOQ** - Offerors will be allowed to withdraw their SOQ at any time prior to the deadline for receipt of SOQ'S. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the City.
6. **Termination** - This RFQ may be canceled at any time and any and all SOQ'S may be rejected in whole or in part when the City determines that action to be in the best interest of the City.
7. **Sufficient Appropriation** - Any contract awarded as a result of this RFQ and subsequent contracting process may be suspended or terminated if sufficient appropriations or authorizations are not made available for the Project. Such action will be effected by sending written notice to the successful Offeror. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the successful Offeror as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, in accordance with the General Conditions.

8. **Standard Contract** - The Agreement and General Conditions will be sent to the short-listed Offerors as a part of the Request for Proposals process in the second step of this procurement.
9. **Offeror Qualifications** - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFQ and the RFP that may follow. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.
10. **Right to Waive Minor Irregularities** - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive SOQ submittals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
11. **Notice** - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Release of Information** – Once a final contract for CMAR services has been awarded, the Selection Committee shall make the names of all Offerors and the names of all Offerors selected for interview available for public inspection along with the Selection Committee’s final ranking and evaluation scores. Offerors who were interviewed but not selected for contract award shall be notified in writing within fifteen days of the award.
13. **Clarifications from Offerors** - The Selection Committee Chairman or designee, after review of the SOQ submittal may request clarifications on information submitted by any and all Offerors.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **1.0 REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS**

Each respondent must reply to the questions/tabs below in the order listed. Brevity is preferred. Pay attention to specific requests for information. The submittals shall be organized in a manner that will enable the CM at Risk Selection Committee to quickly access pertinent information.

#### **2.0 NUMBER OF RESPONSES**

Offerors shall submit one (1) original SOQ package and six (6) identical copies of their SOQ for the Selection Committee’s use. The copies will be submitted with the original in the SOQ Package. The Owner will retain the original response. The unsuccessful Offerors may make arrangements to pick up the extra copies of their SOQ Package after the final award is determined.

The SOQ Package shall be sealed prior to delivery, shall be clearly identified on the outside as to the name of the procurement, date and time SOQ’S are to be received, the Offeror’s name, address, name of contact person and a phone number where the contract person may be reached and to avoid misplacing or premature opening of the SOQ package.

#### **3.0 PAGE SIZE, NUMBER OF PAGES, BINDING, DIVIDERS, AND TABS**

Statements of Qualifications (SOQ’s) shall NOT EXCEED 50 PAGES IN TOTAL INCLUDING THE LETTER OF INTEREST. Pages shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or three-ring binders. Information must be tabbed to correspond with the questions in paragraph 5.2 below.

#### **4.0 DELIVERY OF RFQ SUBMITTAL**

**Time:** All SOQ Submittal packages must be delivered in a sealed envelope. SOQ Submittal packages not received by the time and date indicated on the RFQ **will not** be accepted.

**Hand Carried:** SOQ may be hand carried to the City Clerk’s Office of the City of Albuquerque, Plaza del Sol Building, 600 Second Street NW, Room 720, Albuquerque, New Mexico 87102.

**Mailed or Express/Special Delivery:** SOQ’S may be mailed or shipped by express carrier (FedEx, UPS, etc.) to the attention of the City Clerk’s Office, Plaza del Sol Building, 600 Second Street NW, Room 720, Albuquerque, New Mexico 87102. The City shall not be responsible for any SOQ that is mailed or shipped and not received by the appointed date and time specified in

this solicitation. It is the Offeror's responsibility to ensure that the means, place and time of delivery requested (USPS, UPS, FedEx, etc.) are adhered to.

**Receipts:** Receipts for any hand-delivered SOQ shall be issued by the City Clerk's Office (upon request).

**No Other Methods of Offer Delivery Acceptable:** Neither telephone, telegraphic, nor facsimile offers will be accepted.

## **5.0 EVALUATION CRITERIA AND WEIGHTED FACTORS**

The requirements for the Statement of Qualifications, Proposals and Interview are set forth below.

### **5.1 RFQ SHORT LISTING**

A maximum of 50 points are possible in scoring each Request for Qualifications. The Offeror RFQ scores will be ranked, and the ranks averaged to determine which three (3) firms shall be invited to submit a Request for Proposal, taking into consideration the appropriate in-state preference (if applicable) factor as follows:

#### **5.1.1. RESIDENT OR VETERAN CONTRACTOR PREFERENCE**

Preferences do not apply to this procurement.

### **5.2 SUMMARY OF TABS FOR STATEMENT OF QUALIFICATIONS (SOQ)**

<b>Tab 1</b>	Letter of Interest	
<b>Tab 2</b>	Past Performance of the Offeror in completing CM at Risk project or projects with a Guaranteed Maximum Price	<b>5 Points</b>
<b>Tab 3</b>	Past Performance in completing similar projects	<b>10 Points</b>
<b>Tab 4</b>	Presentation of the Project Team	<b>10 Points</b>
<b>Tab 5</b>	Concept of the Proposal	<b>15 Points</b>
<b>Tab 6</b>	Ability of the Offeror to meet time and budget requirements	<b>3 Points</b>
<b>Tab 7</b>	Offeror's experience and utilization of subcontractors and material suppliers in New Mexico	<b>5 Points</b>
<b>Tab 8</b>	Recent, current and projected workloads	<b>2 Points</b>
<b>MAXIMUM SCORE FOR STATEMENT OF QUALIFICATIONS</b>		<b>50 Points</b>

#### **5.2.1. DESCRIPTION OF SOQ EVALUATION CRITERIA**

**Tab 1 - Letter of Interest:** Offerors shall submit a letter of interest signed by a Principal of the firm. The letter of interest shall be no more than two (2) pages long. The letter of interest shall accompany the completed Qualifications Questionnaire, Attachment 1 to this RFQ, and shall indicate the type and percentage of work the Offeror would propose to perform with its own forces. The completed Campaign Contribution Disclosure Form, Attachment 2 to this RFQ, shall also be attached to the Letter of Interest.

**Tab 2 - Past Performance of the Offeror in completing CM at Risk projects or projects with a Guaranteed Maximum Price. (5 points)** What has been the experience of your firm in completing CM at Risk projects or projects with a Guaranteed Maximum Price? Were any of these projects built with Federal money? Provide a list of five completed projects. For each project provide the duration of construction, the final cost, a reference who is familiar with your firm's performance on the listed project, and note if any of the individuals named in your project team for the ART Project below participated as members of the project team on the listed project.

**Tab 3 - Past Performance in completing projects similar to the ART Project including a transit component. (10 points)** What has been the experience of your firm in completing projects of a similar size and type to the ART Project? Were any of these projects built with Federal money? Provide a list of five completed projects. For each project listed provide the duration of construction, the final cost, a description of the pre-construction services performed by your firm, a reference who is familiar with your firm's performance in completing the project and note if any of the personnel presented in your project team for the ART Project participated as members of the project team for the listed project.

**Tab 4 - Presentation of the Project Team. (10 points)** Describe the organization that you feel is appropriate for the ART Project during the preconstruction, procurement, construction and closeout phases. Identify the personnel or consultants that will serve in those roles and provide the qualifications, experience and hourly rate (for preconstruction services) for each.

**Tab 5 -Concept of the Proposal. (15 points)** Discuss the major challenges you envision the Project Team will encounter in completing the work for the ART Project. How would your firm address those challenges? In addition, provide your firm's plan to address the following contractual responsibilities of the CM at Risk:

- 1.) Preconstruction Services, including estimating, scheduling, constructability reviews, logistics planning and value engineering;
- 2.) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts;
- 3.) Construction Management Services including services to ensure a quality product is delivered on time and within budget;
- 4.) Safety and Site Management including the services to be rendered and plans to be developed in connection with worker safety, hazardous material control, fire protection, emergency medical response and site security;
- 5.) Quality control and start-up services to ensure that all building systems are in full operation at substantial completion; and,
- 6.) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided and City personnel are trained in any maintenance and operation of the facility.

**Tab 6 - Ability of the Offeror to meet time and budget requirements. (3 points)** Provide the following additional information for each of the five projects listed in your firm's response to Tab 2 above:

- 1.) Owner's original construction estimate;
- 2.) Original guaranteed maximum price;
- 3.) Final Contract Cost;
- 4.) Original completion date; and,
- 5.) Actual date of Substantial Completion.
- 6.) Date of Punchlist Completion.

**Tab 7 - Offeror's experience and utilization of subcontractors and material suppliers in New Mexico. (5 points)** Demonstrate your firm's experience in successfully completing construction projects in the general area of the ART Project. Indicate your firm's familiarity with the local labor market and capability in developing viable pricing alternatives working with subcontractors and suppliers owned and operated by New Mexico residents.

**Tab 8 - Recent, current and projected workloads. (2 points)** What has been your firm's annual volume (in dollars) of construction for the past five years? What is your firm's anticipated volume for the current year and what is your plan for the next two years? How would your firm's participation in the ART Project affect that plan?

### **5.3 REQUEST FOR PROPOSALS**

Once the Qualifications Statements are evaluated and scored (possible 50 points total), the selected Offerors will be sent the Request for Proposals which includes the "Proposal of Construction Manager at Risk Fee and Specified General Conditions Form", hereinafter referred to as the "Proposal Form" for the project, as well as the Proposal Bond Form.

Offerors will state the Contractor's Fee as a percentage and multiply it by the estimated Cost of the Work dictated in the RFP to determine a single lump sum number for the dollar amount for Construction Manager at Risk Fee. The dollar amount of the Construction Manager at Risk Fee will be added to the proposed amount for Specified General Conditions Work to determine the Offeror's Total Proposal amount. The Offeror's Total Proposal will be evaluated as follows:

The Offeror's Total Proposal Score will be determined by dividing the Low Conforming Proposal by the Offeror's Total Proposal and multiplying the result by Fifty (50):

$$\text{Low Conforming Proposal} / \text{Offeror's Total Proposal} \times 50 = \text{Offeror's Score}$$

### **5.4 INTERVIEW**

After evaluating the Statements of Qualifications received in response to this Request, and after receiving and scoring the Proposals described in paragraph 5.3 above, the Selection Committee will rank the Offerors and may invite the Offerors for interviews. Interviews may or may not be conducted in the discretion of the Selection Committee.



Should your firm be invited to an interview, questions will be directed to your proposed Project Team. At a minimum, the corporate executive dedicated to the project, the project manager, the project superintendent, and other key individuals responsible for pre-construction services and safety during construction must be in attendance. In addition to presenting their qualifications, experience and approach to the project, the Project Team will be expected to respond to questions from the Selection Committee as well as to additional questions that may be posed in the letter inviting your firm to the interview.

### **Maximum Score for the Interview – 50 points**

## **5.5 FINAL SELECTION**

After conducting interviews with the Offerors and after considering the requirements for selection listed above, the Selection Committee will individually score each of the Offerors if interviews are conducted. The Selection Committee will then rank the Offerors to determine which Offeror would be the most advantageous to the Owner for selection. In ranking the Offerors, one-third weight will be applied to the individual rankings derived from the RFQ, one-third weight from the RFP rankings and RFP scores and one-third weight will be applied to the sum of the individual rankings derived from the interview scores (if interviews are conducted).

The most qualified Offeror will be sent a proposal for Preconstruction Services. If the City is successful in negotiating an agreement for preconstruction services with the highest-ranked Offeror that it believes is fair and reasonable, a contract will be awarded to that Offeror.

Should the City be unable to negotiate a contract with the Offeror initially identified as the most qualified that the City, within its sole discretion, determines to be fair and reasonable, the City will terminate its negotiation with the highest ranked Offeror. The City shall then undertake negotiations with the second most qualified Offeror as determined by the Selection Committee. If the City is unable to negotiate a contract with the second most qualified Offeror that the City, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The City shall then undertake negotiations with the third most qualified Offeror as determined by the Selection Committee. Should the City be unable to negotiate a contract with any of the Offerors recommended by the Selection Committee that the City, within its own discretion, determines to be fair and reasonable, negotiations shall be concluded and the City may conduct new procurements of the same or different manner.

## **6.0 RELATIONSHIP AND OBLIGATIONS OF THE PARTIES**

The CM at Risk accepts the relationship of trust and confidence established with the City by the Agreement referenced in Section II, paragraph 3.0, subparagraph 8 above and covenants with the City to furnish the CM at Risk's greatest skill and judgment and to cooperate with the Design Professional in furthering the interests of the City. The CM at Risk shall furnish construction administration and management services and use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the City. The City shall endeavor to promote harmony and cooperation among the City's Design Professional, CM at Risk and other persons or entities employed by the City for the Project.

## **7.0 NEGOTIATION OF THE ESTIMATED COST OF THE WORK AND ESTABLISHMENT OF THE GUARANTEED MAXIMUM PRICE.**

When the City and the CM at Risk mutually agree that drawings and specifications are sufficiently complete for the CM at Risk to provide a Guaranteed Maximum Price for the Work that includes the Estimated Cost of the Work including any modifications to the MACC in accordance with Article 7 of the General Conditions of the Construction Manager at Risk Agreement, the CM at Risk shall provide an estimate of the Cost of the Work to the City for review and negotiation.

If the CM at Risk and the City mutually agree on the amount the CM at Risk has proposed or if they agree on another amount, the estimated Cost of the Work as agreed shall become the Estimated Cost of the Work for the project. The Guaranteed Maximum Price shall be the sum of the Preconstruction Fee, the Estimated Cost of the Work and the Contractor's Fee and Specified General Conditions as proposed. The CM at Risk shall provide a payment and performance bond in the amount of the Guaranteed Maximum Price, whereupon, the City and the CM at Risk will execute an Amendment to the CM at Risk Contract revising the Contract Sum to the full amount of the Guaranteed Maximum Price (GMP Amendment).

## **8.0 PROPOSAL GUARANTEE**

Firms that are selected to participate in the second step of the process as described in Section 5.3 above shall furnish a proposal bond in the amount of 5% of the MACC on a form acceptable to the City.

## **9.0 NOTIFICATION OF RFQ OFFERORS**

The Owner shall notify all Offerors of the Selection Committee's final rankings of Step 1 by certified letter.

## **10.0 GENERAL RESPONSE INSTRUCTIONS AND INFORMATION**

The SOQ shall provide a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

1. Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQ's may be considered non-responsive and subject to rejection.
2. Offeror shall prepare and develop SOQ at the sole expense of the Offeror.
3. SOQ's that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the City, at its option.

4. The SOQ responses for the Three-Step process shall be kept confidential until a final contract is awarded. The City will not disclose or make public any pages of an SOQ which the Offeror has stamped or imprinted with these words subject to the following requirements:

Proprietary or confidential data shall be readily separable from the SOQ or the Proposal submitted in response to the RFP in order to facilitate eventual public inspection of the non-confidential portion of the SOQ or Proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act [ §57-3A-1 to 57-a)7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated s proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City shall examine the Offeror's request and make a written determination that specifies which portions of the SOQ should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the SOQ will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition of the disclosure or confidential data.

5. Failure to comply with all requirements contained in this RFQ may result in the rejection of an Offeror's submittal.
6. Receipt of an addendum of the RFQ by an Offeror must be acknowledged in the SOQ transmittal letter.
7. An SOQ may be modified or withdrawn in person at any time before the scheduled opening of SOQ, provided a receipt for the withdrawn SOQ is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

**END RFQ FOR CMAR**

**EXHIBIT 1**  
**REQUIRED FEDERAL PROVISIONS**

The Federal requirements herein are considered requirements of the project and the CM at Risk. The requirements must be followed to remain eligible for FTA funding and for the CM at Risk to receive payment from the City.

1. **Contracts Involving Federal Privacy Act Requirements.** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract: (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.  
  
(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
2. **Disadvantaged Business Enterprise.** Contractor will conform to 49 C.F.R. Part 26.
3. **Federal Assistance and Incorporation of Federal Transit Administration (FTA) Terms.** The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, 49 U.S.C. Chapter 53; Transportation Equity Act for the 21st Century 1998 (TEA-21), P.L. 105-178 as amended, TEA-21 Restoration Act 1998, P.L. 105-206; Sections 401 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. §403(11) and 40 U.S.C. §481(b), respectively; 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; Executive Order 12612, "Federalism," dated 10-26-1987; FTA Circular 5010.1C, "Grant Management Guidelines" dated 10-1-98; FTA Master Agreement; Appendix D, Best Practices Procurement Manual. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as the same may be amended or superseded from time to time, are hereby incorporated by reference. Anything to the contrary, herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ABQ RIDE requests which would cause ABQ RIDE to be in violation of the FTA terms and conditions.

4. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (10) dated October 1, 2003) between Owner and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.
5. **Fly America Requirements.** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
6. **Indemnification.** Contractor shall fully indemnify and hold harmless ABQ RIDE and all of its directors, officers, employees, and agents from all claims demands, causes of action, damages, losses, and expenses (including attorney's fees), of whatsoever nature, character, or description that any person or entity has or may have arising out of or related to the breach of or failure to perform the Contract or any subcontracts hereunder or resulting from any negligent act, omission, misconduct, or fault of the Contractor or subcontractors and their employees and agents.
7. **No Obligation by the Federal Government.** Contractor and ABQ RIDE agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to ABQ RIDE, the Contractor or any other party pertaining to any matter resulting from the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.
8. **Buy America.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Contractor must submit to ABQ RIDE a Buy America certification with respect to all FTA-funded contracts, except those subject to a general waiver.
9. **Cargo Preference Use of United States-Flag Vessels.** Contractor agrees:

- (a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) To furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ABQ RIDE (through the Contractor in the case of a subcontractor's bill-of-lading.); and
- (c) To include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. **Davis-Bacon and Copeland Anti-Kickback Acts.** With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the provisions of the Davis-Bacon Act and the Copeland Anti-Kickback Act shall apply.

11. **Conformance with ITS National Architecture.** With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.