



[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

1 CIP. The Capital Improvement Program of the city, or any department or  
2 division of the city subsequently charged with the oversight of capital  
3 construction projects.

4 **COMPETITIVE SOLICITATION.** A request to businesses to respond to  
5 contractual requirements established by the Central Purchasing Office for the  
6 purchase, sale, lease, rental of goods, services or construction; or other  
7 transactions by submitting an offer. A competitive solicitation may take the  
8 form of a request for bids (RFB), a request for proposals (RFP), a request for  
9 quotes (RFQ), or other procurement methodology established by the Chief  
10 Procurement Officer.

11 **CONCESSION CONTRACTS.** Revenue-producing contracts licensing or  
12 permitting the use of city property other than rights of way, of any kind, by  
13 businesses for the sale of goods or services at a profit.

14 **CONSTRUCTION.** The building, alteration, repair, improvement, installation,  
15 or demolition of any public structure, building, pipeline, or other public  
16 improvement of any kind on public real property. Construction does not  
17 include routine repair or maintenance of public buildings or other public  
18 structures.

19 **CONTRACT or AGREEMENT.** Any written agreement for the procurement of  
20 goods, services or construction, or for the establishment of a concession,  
21 including, but not limited to, a purchase order and incorporated documents.

22 **CONTRACTOR.** An offeror who has been awarded a contract.

23 **COOPERATIVE PROCUREMENT AGENCY.** Any public or private  
24 procurement cooperative established for use primarily by public agencies.

25 **DESTINATION MARKETING ORGANIZATION (DMO).** An organization which  
26 promotes a location as an attractive travel destination and exists to provide  
27 information to leisure travelers and to encourage event organizers to choose  
28 their location for meetings, incentives, conferences and exhibitions; and is  
29 accredited as a DMO through a globally recognized Destination Marketing  
30 Accreditation Program.

31 **GOODS.** Items of tangible personal property.

32 **GREATER ALBUQUERQUE METROPOLITAN AREA.** All locations within the  
33 city and Bernalillo County.

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

1        **INTERGOVERNMENTAL AGREEMENT.** An agreement between two or more  
2 public agencies.

3        **MANAGEMENT or OPERATION OF A CITY OWNED FACILITY.** Services  
4 provided under an approved professional/technical contract, concessions  
5 contract, or other operating agreement with the city in which a contractor is  
6 responsible for the daily management or operation of a city owned facility,  
7 including, but not limited to, the scheduling of facility events and maintenance  
8 of a facility event schedule.

9        **MAYOR.** The Mayor of the city, which term, as used herein, shall refer to the  
10 Mayor and/or the Mayor's designee(s).

11        **OFFER.** A response to a competitive solicitation.

12        **OFFEROR.** A business that submits a response to a competitive solicitation.

13        **PROFESSIONAL/TECHNICAL SERVICES.** Those services performed by or  
14 under the direction of a licensed professional, other professional technician,  
15 or other person with technical training, as more particularly defined by the  
16 Chief Procurement Officer.

17        **PUBLIC AGENCY.** Any local public body, department, division, commission,  
18 council, board, committee, institution, legislative body, agency, government  
19 corporation, educational institution or official of the executive, legislative or  
20 judicial branch of the United States, any state of the United States, any Indian  
21 tribe or pueblo, or any foreign government.

22        **PURCHASING or PROCUREMENT.** The buying, renting, leasing, lease-  
23 purchasing or otherwise obtaining of any goods, services or construction or a  
24 concession contract. It includes all functions that pertain to any city  
25 procurements, including, but not limited to, the preparation of specifications,  
26 solicitation and selection of sources, preparation and award of contracts, and  
27 contract administration unless otherwise excepted in this article.

28        **RECOMMENDATION OF AWARD or ROA.** The document approved by the  
29 Chief Procurement Officer which summarizes the offers received in response  
30 to a competitive solicitation and which designates the selected offeror and  
31 other relevant information.

32        **RESPONSIBLE OFFEROR.** A business which has the capability in all  
33 respects to perform fully the contract requirements set out in the competitive

1 solicitation or existing contract, and the integrity and reliability which will  
2 assure good faith performance, and who has not violated or attempted to  
3 violate any provisions of law or ethical conduct. Factors which may be  
4 considered in determining the offeror's capability to perform, among others,  
5 are its financial resources, production or service facilities, service reputation,  
6 response time, quality of services or goods, and experience.

7 **RESPONSIVE OFFER.** A written offer to furnish goods, services or  
8 construction in conformity with standards, specifications, delivery terms and  
9 conditions, and all other requirements established in a competitive  
10 solicitation.

11 **SERVICES.** Labor, time or effort.

12 **SOCIAL SERVICES.** The provision, primarily to low and moderate income  
13 residents of the city, of human services such as health care, substance abuse  
14 treatment and prevention, day care, emergency shelters, youth services,  
15 senior services, employment services, and job training; the provision of  
16 housing intended primarily for low and moderate income residents of the city;  
17 and economic development activities designed primarily to benefit low to  
18 moderate income areas of the city or to increase employment among low and  
19 moderate income residents. A social services contract is a contract with a  
20 nonprofit organization or public agency for social services in return for the  
21 payment by the city of costs associated with the provision of social services,  
22 including, but not limited to, the costs for labor, supplies, operating expenses,  
23 equipment, and the acquisition or improvement of real property.

24 **USER DEPARTMENT, USER, or DEPARTMENT.** A city department or division  
25 for which procurement services are provided.

26 **WATER UTILITY AUTHORITY.** The Albuquerque Bernalillo County Water  
27 Utility Authority, a political subdivision of the State of New Mexico created by  
28 Laws 2003, Chapter 437 (Section 72-1-10 NMSA1978).”

29 **SECTION 2.** The Public Purchases Ordinance, Chapter 5, Article 5, Section  
30 20, ROA 1994, is hereby amended as follows:

31 **“§ 5-5-20 EXEMPTIONS.**

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

1           **The following purchases shall be exempt from the competitive**  
2 **requirements of this article, unless otherwise determined by the Chief**  
3 **Procurement Officer:**

4           **(A) Agreements for services of professionals selected pursuant to §§ 14-**  
5 **7-2-1 et seq., Selection Advisory Committee ordinance;**

6           **(B) [Reserved];**

7           **(C) Leases, licenses, permits, exchanges, or purchases of real property**  
8 **and all other real property transactions;**

9           **(D) Purchases from regulated utilities such as gas, electricity, water,**  
10 **telephone, cable TV, sewer and refuse collection service, unless competition**  
11 **is available and the annual cost will exceed \$100,000;**

12           **(E) Purchases of books, periodicals, films, training materials,**  
13 **subscriptions, on-line information services, or advertising from the publishers**  
14 **and distributors or agents thereof;**

15           **(F) Purchases of travel by common carrier or by private conveyance and**  
16 **related travel expenditures such as meals and lodging;**

17           **(G) Purchases, exchanges, sales, or transportation of animals or**  
18 **purchases of food for BioPark/Zoo animals and prescription animal food and**  
19 **medical testing supplies for use by the Animal Welfare Department;**

20           **(H) Purchases of surety bonds;**

21           **(I) Purchases of exotic plants which will be accessioned into a**  
22 **permanent collection maintained by the city;**

23           **(J) Purchases of parts and labor for equipment or machinery where a**  
24 **breakdown of this equipment or machinery could cause an emergency or**  
25 **costly condition to exist and where the machinery or equipment is in**  
26 **immediate danger of failure;**

27           **(K) Purchases of parts and labor or maintenance agreements to repair**  
28 **disabled equipment or machinery if the equipment or machinery is repaired by**  
29 **a franchised dealer or by a factory authorized repair shop;**

30           **(L) Purchases of chemicals, drugs, and other controlled substances, the**  
31 **distribution and use of which is controlled by law or requires licensing;**

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

1 (M) Concession contracts, unless such contracts are expected to  
2 generate revenues to the contractor in excess of \$75,000, over a 12-month  
3 period;

4 (N) Purchases of computer software and ancillary services required to  
5 match other software in use is required to be used in the public interest. This  
6 includes licensing fees and services to modify or maintain proprietary  
7 software, if such services are available from only a single provider;

8 (O) Purchase, lease, rental or any other financial arrangement for the  
9 acquisition of works of art, artifacts, or other items for the purpose of  
10 exhibition in a public facility or area;

11 (P) Payments for conference registrations, membership dues, offsite  
12 training courses, or similar minor purchases where prepayments are required  
13 or which are administrative in nature and non-competitive as determined by  
14 the Chief Procurement Officer;

15 (Q) Purchases necessary for the investigation of criminal activities,  
16 which, if purchased competitively, would compromise an investigation as  
17 determined by the Chief of Police in writing. All funds expended for this type  
18 of activity will be properly receipted and accounted for with supporting  
19 documentation maintained by the Police Department and subject to internal  
20 audit;

21 (R) Purchases of specialty goods, as defined by the Chief Procurement  
22 Officer, for resale to the general public at a retail business operated by the  
23 city;

24 (S) Agreements for the services of medical practitioners such as  
25 dentists, doctors, psychiatrists, psychologists, veterinarians, nurses,  
26 technicians, and the like, except that medical and mental health services for  
27 the Employee Health Center, and similar group medical services, shall be  
28 competitively obtained;

29 (T) Agreements for the services of attorneys, other than bond attorneys,  
30 and for legal assistants, except as otherwise provided in this article;

31 (U) Contracts and expenditures in connection with court or  
32 administrative proceedings, including, but not limited to, experts, mediators,

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

- 1 interpreters, translators, court reporters, process servers, witness fees, and  
2 printing and duplicating of materials for filing;
- 3 (V) Agreements for the services of lobbyists;
- 4 (W) Agreements with a sports professional or team;
- 5 (X) Contracts with private, nonprofit, independent contractors whose  
6 primary purpose is to provide services to persons with disabilities, and which  
7 contracts provide employment opportunities for persons with disabilities;
- 8 (Y) Grant funded contracts with civic groups to provide community  
9 services, as required by the terms of the grant;
- 10 (Z) Contracts for retirement and other benefits which are paid for  
11 directly by city employees, except that employee health care insurance will be  
12 obtained competitively as otherwise provided in this article;
- 13 (AA) Contracts with professional entertainers and associated  
14 expenditures;
- 15 (BB) Purchases of goods, and ancillary services such as installation or  
16 training, where required to match equipment currently in use and where a  
17 written standardization policy is in effect is required to be used in the public  
18 interest. This includes applicable purchases and services to obtain, modify or  
19 maintain equipment, if such services are available from only a single provider;
- 20 (CC) The purchase of goods or services for a reasonable trial period for  
21 testing purposes as approved by the Chief Procurement Officer; on the  
22 condition that if additional purchases are required after testing, such goods or  
23 services shall be subject to the requirements of this article;
- 24 (DD) The purchase of used items if available for a limited time, such as  
25 by auction or public sale, and if determined to be at a cost advantage to the  
26 city. A memo shall be written to the Chief Procurement Officer for approval  
27 describing the steps taken to determine that a cost advantage to the city  
28 exists; and
- 29 (EE) Contracts for City tourism promotion and marketing services with  
30 Destination Marketing Organizations (DMOs) and associated expenditures.”
- 31 SECTION 3. SEVERABILITY CLAUSE. If any section, paragraph, word or  
32 phrase of this ordinance is for any reason held to be invalid or unenforceable  
33 by any court of competent jurisdiction, such decision shall not affect the

1 validity of the remaining provisions of this ordinance. The Council hereby  
2 declares that it would have passed this ordinance and each section,  
3 paragraph, sentence, clause, word or phrase thereof irrespective of any  
4 provision being declared unconstitutional or otherwise invalid.

5 SECTION 4. COMPILATION. The amendments set forth in Sections 1 and 2  
6 above shall amend, be incorporated in and made part of the Revised  
7 Ordinances of Albuquerque, New Mexico, 1994.

8 SECTION 5. EFFECTIVE DATE. This ordinance shall take effect five days  
9 after publication by title and general summary.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion



1 PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF December, 2022  
2 BY A VOTE OF: 9 FOR 0 AGAINST.

3  
4  
5  
6



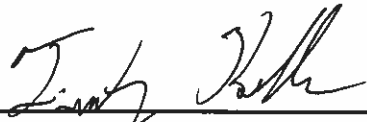
7 \_\_\_\_\_  
8 Isaac Benton, President  
9 City Council

10  
11

12  
13 APPROVED THIS 11 DAY OF December, 2022

14

15 Bill No. O-22-48



16 \_\_\_\_\_  
17  
18 Timothy M. Keller, Mayor  
19 City of Albuquerque

20  
21

22  
23  
24 ATTEST:



25  
26 \_\_\_\_\_  
27 Ethan Watson, City Clerk

28  
29  
30  
31  
32

[+Bracketed/Underscored Material+] - New  
[-Bracketed/Strikethrough Material-] - Deletion