



NEW MEXICO  
**FINANCE AUTHORITY**

## **REQUEST FOR PROPOSALS**

### **CONSTRUCTION OWNER'S REPRESENTATIVE**

DATE ISSUED: February 15, 2023

## **REQUEST FOR PROPOSAL – CONSTRUCTION OWNER'S REPRESENTATIVE**

The New Mexico Finance Authority (“NMFA”) is requesting proposals (“RFP”) from firms to act as the NMFA’s representative (“Owner’s Representative”) with respect to the planning, demolition, and remodel of its future headquarters at 801 West San Mateo, Santa Fe, NM 87505. The NMFA is currently in the early design and planning phase, with an anticipated construction timeline of 12 to 18 months, anticipated to begin in the 3<sup>rd</sup> quarter of 2023.

### **GENERAL DUTIES/ROLE**

The Owner’s Representative will work collaboratively with the NMFA project team. The role of the Owner’s Representative is to act on behalf of the NMFA to interact with the architect, general contractor, and other construction professionals to oversee the entire project, execute the NMFA’s project goals and objectives, and ensure the project stays on track, on schedule and within the approved budget. This work may include the planning, design, construction, and commissioning, as well as the closeout phases of the project. The Owner’s Representative will report directly to the NMFA’s Project Manager for the project. With expertise in all areas of design and construction, the Owner’s Representative shall offer valuable and unbiased advice.

The Owner’s Representative shall perform a range of services at every stage of the project, depending on needs of the NMFA. The goal is to reduce costs, maximize value, ensure construction quality, and keep the project on budget and schedule.

### **SPECIFIC DUTIES/SCOPE**

In addition to the above, the Owner’s Representative will provide the following services:

- I. Project Elements. The Owner’s Representative shall assist with:
  - a. Recognizing inherent risks and appropriately managing and mitigating those risks.
  - b. Establishing clear lines of communication and ensuring all members of the NMFA project team are working towards achieving NMFA’s goals and objectives.
  - c. Securing financial incentives for the project.
  - d. Providing technical support and knowledge.
  - e. Input on the selection of NMFA project team members.
  - f. Saving time and money across the project.
  - g. Fielding request for proposals, bids and hiring vendors for parts of the project not covered by the general construction contract.
  
- II. Budget/Progress.
  - a. Ensure that the NMFA’s plans turn into the necessary and appropriate action that achieves the desired results.

- b. Ensure that this action is happening in a timely fashion and under a designated budget.
- c. Assist with budget management for the project, providing options to ensure the best value and efficiency and will make sure that unnecessary costs are avoided to keep the project on budget.
- d. Coordinate with the general contractor to proactively manage the project schedule to avoid delays and make sure the project is completed on time.
- e. Be onsite and in constant communication with all project stakeholders and keep the NMFA apprised on such communications.
- f. Perform construction risk assessments, as requested, to proactively identify potential problems before they arise.

III. Post Build-Out.

- a. Ensure that the project is closed out properly and that all contractual obligations have been met.
- b. Oversee, as requested, the building occupancy process. This includes managing and coordinating NMFA moving into the facility and the installation of furniture, fixtures, and equipment.

IV. Reporting. The Owner's Representative will interact with the NMFA team daily by following a clearly defined communication plan. Transparency and mutual communication are important for this relationship to work effectively.

**MINIMUM QUALIFICATIONS**

To be considered for a contract award, each proposal must demonstrate that the following minimum requirements are met.

- I. Insurance. Adequate liability insurance in at least the following amounts:
  - a. professional liability, or errors and omissions of \$1 Million per occurrence and \$2 Million in total coverage and
  - b. general liability of \$1 Million per occurrence and \$2 Million in total coverage.
- II. Key Person. Identify one individual who will be the NMFA's main contact, primarily responsible for the work and on-site at the construction location.

**PROPOSAL CONTENTS**

Each proposal, in addition to providing evidence that the minimum qualifications are met, must address:

- I. Experience.
  - a. Background\BIO highlighting related experience, with a particular focus on the Key Person's expertise.
  - b. Examples of prior related work, or summaries of prior engagements.
- II. Availability. Confirm the Key Person's availability for the life of the project.
- III. Cost Proposal. Clearly outline the fixed or hourly fee for the proposed services, along with any reimbursement costs that may be sought.

### **PROPOSAL SUBMISSION AND DEADLINES**

The following timeline shall dictate the RFP process:

- I. RFP Release. The NMFA will release the RFP and post the RFP on its website at [www.nmfinance.com](http://www.nmfinance.com) on February 15, 2023.
- II. Questions & Proposals Due.
  - a. Any questions should be directed to Dora Cde Baca, Chief Administrative Officer, at 505-231-1188. All answers to questions received will be posted on the NMFA's website as soon as possible.
  - b. Proposals must be emailed to Dora Cde Baca, Chief Administrative Officer at [dcdebaca@nmfa.net](mailto:dcdebaca@nmfa.net) no later than 10:00 am MST, February 17, 2023.
- III. Review of Proposals and Award.
  - a. The NMFA shall immediately begin reviewing proposals in order to make a recommendation to its Board of Directors.
  - b. Such recommendation, if any, will be made to the Board during its meeting on February 23, 2023.

### **AWARD PROCESS**

The RFP selection process is governed by the following:

- I. Proposal Review.
  - a. The NMFA is in its sole and absolute discretion may choose to terminate this RFP, award a contract or decline to award any contract.

- b. Please note that the NMFA is requesting quotes from several providers of these types of services and there is no guarantee that your firm or any other firm will receive a contract award.
  - c. The NMFA reserves the right in its sole discretion to cancel this Request and/or award a contract to one or more offerors that, in the sole discretion of the NMFA, are most advantageous to carrying out the needs of the NMFA.
- II. Award. Any award of contract shall be made after recommendation by the NMFA to its Board of Directors.
- III. Contract. Upon any award, the NMFA shall enter into contract negotiations with the selected offeror. Contract terms will comply with NMFA requirements.