



NEW MEXICO
FINANCE AUTHORITY

REQUEST FOR PROPOSALS

RFP No. 2026-004

General Contractor Services on Demand

Date Issued: May 11, 2026

Submittal Deadline: May 28, 2026 @ 2:00 p.m. (MDT)

Email Submissions to: Michael Madrid CPO, CPPB
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New Mexico Finance Authority
810 West San Mateo
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Mmadrid@nmfa.net
Telephone: 505-819-7121

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Introduction

The New Mexico Finance Authority (“NMFA”) hereby requests a multi-year proposal from qualified firms (“Offerors”) to perform General Contractor Services on demand.

Background

The New Mexico Finance Authority (NMFA) is the state’s central public-sector financing institution, created in 1992 to expand access to cost-effective capital for local governments and state agencies. Established through statute, the NMFA was designed to help borrowers access low-cost, tax-exempt financing that would otherwise be unavailable or prohibitively expensive. NMFA is authorized to issue tax-exempt PPRF bonds, and a portion of the Governmental Gross Receipts Tax has been dedicated to the program to serve as a powerful credit enhancement, reinforcing the long-term stability of the flagship program.

Today, the NMFA functions as New Mexico’s premier facilitator of public infrastructure and economic development financing. With an operating budget of \$29.8 million (including \$6.4 million in capital investments) and a staff of 80 skilled professionals, the NMFA manages more than \$4 billion in total assets, including a loan portfolio exceeding \$2.31 billion across every county in the state. In addition to the PPRF, the NMFA administers 28 other financing programs, serving both private and public clients.

The NMFA is undergoing a major digital transformation, maturing its business process and technological capabilities. Along with this advancement, the NMFA has recently undergone tremendous growth in the number of its programs, the breadth of its programs- which now includes a Venture Capital program and housing program as examples.

1. Overview of RFP

A. Request for Offerors

New Mexico Finance Authority (NMFA) is requesting competitive sealed proposals with the intent of entering a contract with a contractor(s) for the purpose of providing various contractor services on demand. On-demand general contracting services provide expert construction maintenance, repairs, remodels, and renovations as needed. Specializing in responsive, high-quality solutions for facilities and institutional projects. Whether for routine maintenance, emergency repairs, or full-scale renovations, services are delivered with efficiency, quality craftsmanship, and compliance with industry standards. All potential Offerors are to read, understand and accept the requirements of this Invitation to Proposal (RFP), especially the mandatory requirements.

The Offeror is required to provide, as part of their proposal, the qualifications and other documents requested in this RFP.

The award(s) of a contract shall take into consideration certain contractor qualifications and performance factors that add value to a procurement contract. Factors such as contractor past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria to be considered, in addition to price to perform the scope of work. Award(s) shall be made in accordance with the terms, conditions, and requirements stated herein.

B. Project Description

Various construction projects shall not exceed \$250,000.00 per individual project.

C. Project Funding

New Mexico Finance Authority has funds to administer various projects and will be referred to throughout the contract documents as the “Owner”.

D. Subcontractor Listing Forms

This RFP includes subcontractor listing requirements for those projects which exceed \$60,000.00.

E. New Mexico Prevailing Wage Rates

Wages to be paid because of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects more than \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the Contractor’s responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Contractor will not relieve the Contractor from becoming aware of or complying with such determinations.

F. Permits, Plan Checking Fees, Other Charges

Offerors shall be responsible for securing all applicable bonds and permits, including any Plan Checking Fees as charged by the Construction Industries (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Costs for securing permits, bonds and checking fees will be reimbursed as a pass-through expense with no mark-up allowed.

G. Method of Award(s)

The Owner intends to award this procurement to the lowest price Offeror(s) in accordance with the Request for Offerors requirements. Further, based on the district’s needs, the NMFA reserves the right to issue multiple award(s). The Owner reserves the right to reject all offerors, to waive technical irregularities, and to award(s) the contract to the Offeror whose offeror it deems to be in the best interest of the Owner.

NOTE: Please read all the RFP documents carefully for mandatory requirements.

H. Project Funding

NMFA has funds to administer various projects and will be referred to throughout the contract documents as the “Owner”.

I. Offeror Security

The Offeror will provide, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Offeror’s ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$25,000.00. Costs for securing permits, bonds and checking fees will be reimbursed as a pass-through expense with no mark-up allowed. Note: this is not required with your response to this RFP only at the time a project is issued that exceeds \$25,000.00

No Offeror may withdraw his offeror for **60 days** after the actual date of the opening.

II. Conditions Governing the Procurement

This section lists the major events of the Selection Process and specifies general requirements.

This procurement is being conducted in accordance with and subject to the requirements of the NMFA's Procurement Policy ("Procurement Policy"). A copy of the Procurement Policy is available for inspection or review at the NMFA's offices or on the NMFA website at www.nmfinance.com.

Except as part of any interview that may be conducted as part of the evaluation process, until the award is made and notice given to all Offerors, no employee, agent, or representative of an Offeror shall discuss the RFP or make available or discuss an Offeror's proposal with an officer, member, employee, agent, or representative of the NMFA.

Until the award is made and notice given to all Offerors, the NMFA will not disclose the contents of any proposal with an Offeror or potential Offeror to make the contents of any offer available to competing or potential Offerors.

1. Issue RFP

This RFP is issued by the New Mexico Finance Authority in accordance with the provisions of the NMFA Procurement Policy. The Request for Offerors (RFP) documents consist of all the documents listed in the Table of Contents and all documents incorporated in this RFP.

2. Submission of Written Questions

This deadline for the submission of writing is identified in the sequence of events schedule and emailed to the NMFA Procurement Manager.

PROCUREMENT MANAGER

The NMFA has designated a Procurement Manager responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Michael Madrid, CPO, CPPB
Procurement Manager
New Mexico Finance Authority
810 West San Mateo
Santa Fe, New Mexico 87505
mmadrid@nmfa.net
Telephone: (505) 819-7121

3. Last Addendum Prior to Submission of Offerors

This is the deadline by which the NMFA must issue all addenda for this procurement so that Offerors have time to finalize their offerors. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Offerors and any information required shall be included in each Offeror's offeror.

4. Submission of Proposals shall be emailed to the NMFA Procurement Manager

5. Proposal Evaluation

The Evaluation Committee will meet to review all proposals. The technical proposal evaluation will be scored first and independently of the price proposal evaluation, as described in detail in a later section of this RFP. The Evaluation Committee may decide to hold interviews with the highest-ranked Offerors. The Evaluation Committee reserves the right to award(s) the contract without interviews. If fewer than three proposals are received, the Evaluation Committee may recommend award(s) or may reissue the RFP. The Committee shall determine the rankings without the possibility of a tie.

III. SEQUENCE OF EVENTS

The Procurement Manager anticipates the following schedule, which is subject to change:

Action	Responsibility	Date
1. Issuance of RFP	NMFA	May 11, 2026
2. Deadline to Submit Written Questions Emailed to: Mmadrid@nmfa.net	Offerors	May 21, 2026 @ 2:00 p.m. (Local Time)
2. Response to Written Questions/RFP Amendments (Posted to NMFA Website)	NMFA	May 22, 20/26
4. Submission of Proposals Emailed to: Mmadrid@nmfa.net	Offerors	May 28, 2026 @ 2:00 P.M. (Local Time)
5. Review of Proposals	Evaluation Committee	June 04, 2026
6. Selection of Finalists and Optional Interviews (If Necessary)	Evaluation Committee	TBD
8. Finance Disclosure Committee		June 17, 2026 @ 1:00 p.m.
10. Protest Deadline		15 calendar days after award

A. Explanation of Events

- 1.0 Issuance of RFP. This RFP is being issued by the NMFA on the date indicated in the Sequence of Events. Potential Offerors may be directly provided with a copy of the RFP by the Procurement Manager or may obtain a copy by visiting the NMFA's website at www.nmfinance.com.

At any time prior to the execution of a contract, an RFP may be cancelled or any or all proposals may be rejected in whole or in part when it is determined by the NMFA in its sole discretion, to be in the best interests of the NMFA.

- 2.0 Deadline to Submit Written Questions. Potential Offerors may submit written questions concerning this RFP as indicated in the Sequence of Events. All questions must be submitted in writing via email to the Procurement Manager.
- 3.0 Response to Written Questions/RFP Amendments. The NMFA will make the questions and the NMFA's responses available via its website at www.nmfinance.com on the date indicated in the Sequence of Events.
- 4.0 Submission of Proposal. Offeror proposals must be received for review and evaluation by the Procurement Manager via email no later than 2:00 PM (MST) on the date indicated in the Sequence of Events. Proposals must be emailed to the Procurement Manager at the address listed in this RFP. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed prior to contract award or cancellation of the RFP.

- 5.0 Review of Proposals. Proposals will be distributed to members of the Evaluation Committee for review

The review of proposals will be performed by the NMFA's Evaluation Committee. During this time the Procurement Manager may, on behalf of the Evaluation Committee, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Offerors.

- 6.0 Selection of Finalists. The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement.
- 7.0 Oral Presentations (If Necessary). Finalist Offerors may be required to present their proposals to the Evaluation Committee and stand for questions. The Procurement Manager will schedule the time for each finalist Offeror's presentation. All Offeror presentations will be held by Zoom or other applicable video conferencing platforms. Offerors should be prepared to explain their understanding of this procurement and be prepared to answer questions. The Procurement Manager may limit the length of time given to each finalist Offeror for the oral presentation.
- 8.0 Best and Final Offers from Finalists. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining Best and Final Offers. Best and Final Offers may be clarified and amended at the finalist Offerors' oral presentations.
- 9.0 Selection of Contractor(s). The Evaluation Committee will select, and the Procurement Manager will notify the selected contractor(s).
- 10.0 Recommendation to Committees and Board. The Procurement Manager will present its decision regarding the selected contractor(s) to the NMFA Finance and Disclosure Committee for final approval.

The contract shall be awarded to the Offeror(s) whose proposals are determined to be most advantageous, taking into consideration the evaluation factors set forth in the RFP and in accordance with the NMFA's Procurement Policy. The most advantageous proposals may or may not have received the most points.

- 11.0 Contract Award(s). Upon approval by the NMFA Finance and Disclosure Committee the contract will be deemed awarded.

The NMFA will provide written notice of the award to all Offerors following the date of the award.

- 12.0 Protest Deadline. Any protest by an Offeror must be in conformance with the Procurement Policy. Protests must be submitted in writing to the NMFA's Procurement Manager within fifteen (15) consecutive calendar days of the award. Protests must include the name and address of the protester and the RFP number, and state with particularity the basis for the protest and the facts relied upon, including appropriate supporting exhibits. It must also specify the ruling requested from the NMFA. Protests must be delivered to the Procurement Manager.

Protests received after this deadline will not be accepted.

B. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the NMFA's Procurement Policy and the following general requirements.

- 1.0 Acceptance of Conditions Governing the Procurement. Submission of a proposal shall be deemed to constitute acceptance of the requirements outlined in the RFP.
- 2.0 Incurring Cost. Any cost incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- 3.0 Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the NMFA. NMFA will make contract payments only to the prime contractor.
- 4.0 Subcontractors. Use or potential use of subcontractors for services must be clearly explained in the Offeror's proposal, and subcontractors must be identified by name, to the extent known at the time of submission of the proposal. Qualifications of any known proposed subcontractor must be included in the submission. In the event the name of a subcontractor is not known at the time of the proposal, the Offeror shall describe in detail the nature of the services that might be obtained from a subcontractor and the required qualifications to be used in identifying a subcontractor. The prime contractor shall be wholly responsible for the performance of all services, including that of subcontractors.
- 5.0 Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal

letter. Any amended proposal and materials must be submitted by email as a pdf to the Procurement Manager.

- 6.0 Offeror's Rights to Withdraw Proposal. An Offeror will be allowed to withdraw a proposal at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.
- 7.0 Proposal Offer Firm. Responses to this RFP, including proposal prices, will be considered firm and binding for ninety (90) calendar days after the due date for receipt of proposals.
- 8.0 Disclosure of Proposal Contents. The proposals will be kept confidential until a contract is awarded by the NMFA or the Procurement is terminated. At that time, all proposals and documents pertaining to the proposals will be open to the public in accordance with applicable law.

The Offeror hereby acknowledges that the NMFA is subject to state laws, including, without limitation, the Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978, which provides generally that all records relating to a public business are open to public inspection and copying unless exempted under the Inspection of Public Records Act, and the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978, which provides generally for open meetings for public deliberative bodies. Neither the Offeror nor any related entity shall make any claim against the NMFA if it makes available to the public any document, report, or other information the NMFA received from the Offeror or any related entity which was made public by the NMFA pursuant to the Inspection of Public Records Act or the Open Meetings Act, as permitted by law.

The NMFA acknowledges that an Offeror may desire to protect proprietary or confidential information from disclosure under certain circumstances when reasonable. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal, and an Offeror must make a written request to keep such information confidential at the time of submission of a 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, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated or treated as proprietary or confidential information.

If a request is received for disclosure of information for which an Offeror has made a written request for confidentiality, the NMFA shall examine the Offeror's request and decide that specifies which portions of the proposal should be disclosed.

NMFA may endeavor to contact the Offeror before releasing any information, but in no event will the NMFA be under any obligation to either contact the Offeror or refuse to disclose information permitted to be disclosed by New Mexico law. In addition, the Offeror agrees to fully release, waive, and hold the NMFA and its employees and officers harmless from any liability or costs associated with the release of any information.

- 9.0 No Obligation. This procurement does not oblige the NMFA to the eventual purchase of any professional services offered.
- 10.0 Termination. This RFP may be canceled at any time, and all proposals may be rejected as a whole or in part when the NMFA determines, in its sole discretion, such action to be in the best interest of the NMFA.
- 11.0 Sufficient Funding. Any contract awarded because of this RFP process may be terminated if sufficient budget, funding or authorization do not exist. NMFA's decision as to whether sufficient budget, funding or authorizations are available will be accepted by the contractor as final.
- 12.0 Governing Law. This procurement and any agreement with Offerors that may result shall be governed by the NMFA's Procurement Policy.
- 13.0 Basis for Proposal. Only information supplied by the NMFA in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
- 14.0 Contract Terms and Conditions. The contract between the NMFA and the contractor(s) shall follow the sample contract format referenced in Exhibit A. The contract term will be one year, with the option to extend annually for up to a total of four years.
- 15.0 Offeror Qualifications. The Procurement Manager may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager will, in his sole discretion, reject the proposal of any Offeror who determines is not a responsible Offeror or fails to submit a responsive offer.
- 16.0 Right to Waive Minor Irregularities. The Procurement Manager also reserves the right to waive any mandatory requirement if all the otherwise responsive proposals fail to meet the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. This right is in the sole discretion of the Procurement Manager.
- 17.0 Change in Contractor Representatives. NMFA reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the NMFA, to meet its needs adequately.
- 18.0 NMFA's Rights. MFA reserves the right to accept all or a portion of an Offeror's proposal.
- 19.0 Ownership of Proposals. All documents submitted in response to the RFP shall be retained in the procurement file in electronic format and will become the property of the NMFA.

IV. Response Format and Organization

- A. Number of Responses
- B. Each Offeror may submit only one proposal

Offerors shall email proposal to the Procurement Manager on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT AND CONTENTS

SUBMISSION OF PRICE PROPOSALS

By the date and time of Submission of Price Proposals, Offeror shall submit one (1) digital copy of each of the following documents:

Original Price Proposal:

- ___ Item 1 Offeror Information Form (including the information listed immediately below)
 - ___ NM State License Number & Classifications
 - ___ NM DOL (Workforce Solutions) Certificate Number
 - ___ Contractor's New Mexico Gross Receipts Tax Number
 - ___ Contractor's Federal Employee Identification Number
 - ___ Acknowledgment of Receipt of Addenda (If applicable)
 - ___ Price
 - ___ Signature and Corporate Seal (if applicable)
- ___ Item 2 Certificate of Insurance
- ___ Item 3 Campaign Contribution Disclosure Form
- ___ Item 4 Conflict of Interest and Debarment/Suspension Certification Form
- ___ Item 5 Contractor's State of NM W-9 Form
- ___ Item 6 Offeror's Contractor's License(s)

ITEM 1 – Price Proposal Form:

1. Price Proposals shall be presented in the form provided herein.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws and, if price proposal is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified NMFA Representative, and the necessary changes shall be accomplished by addendum.

ITEM 2 - Certificate of Insurance:

Offeror shall provide an Accord Certificate of Insurance reflecting the following limits.

- General Liability Insurance – per occurrence:** \$2,000,000
 - General Aggregate:** \$1,000,000
 - Product/completed operations aggregate:** \$1,000,000
 - Bodily injury, per occurrence:** \$1,000,000
 - Medical and medically-related expenses:** \$5,000
 - Vehicle bodily injury, each occurrence (excluding medical and medically related expenses):** \$750,000
 - Property Damage, per occurrence:** \$1,000,000
1. To receive a resident business preference, a business or contractor shall submit with its Proposal or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
 2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
 3. To receive a veteran resident contractor preference, contractor shall submit with its Proposal or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
 4. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
 5. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
 6. If there is a joint Proposal or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Proposal or proposal.

ITEM 3 – Campaign Contribution Disclosure Form:

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether they, their family member, or their representative has made any contributions subject to disclosure.

ITEM 4 – Conflict of Interest and Debarment/Suspension Certification Form

Each Offeror shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

ITEM 5 – CONONTRACTOR’S STATE OF NM W-9 FORM:

Each Offeror shall complete and provide a State of New Mexico W-9 Form.

ITEM 6 – Offeror’s Contractor’s License(s)

Each Offeror shall provide a photocopy of their Contractor’s License or Licenses.

D. Qualifications

1. Technical Proposal Format/Evaluation Criteria

Proposals shall be numbered, include a table of content, cover page and identify content for each of the tabbed sections listed:

- Tab 1 – Letter of Submittal
- Tab 2 – Contractor’s Statement of Qualifications & Attachments
- Tab 3 – Past Performance
- Tab 4 – Project Staffing
- Tab 5 – Management Plan
- Tab 6 – Health and Safety

2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 6, as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 – Letter of Submittal

Each proposal must be accompanied by a letter of submitting. Any submittal letter that omits any of the following information may be deemed ‘non-responsive’. The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal.
2. If a joint proposal is being submitted, identify the firms, and disclose the percentage of the work/services to be executed by each firm, based on the dollar amount of the fee proposed in the Price Proposal, so that the resident contractor preference or veteran resident contractor preference can be applied in proportion to the work done by each contractor.
3. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
4. Acknowledge that the omission of any material fact concerning requested information, or the submission of any materially false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as ‘non-responsive’.

5. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is 'responsible'.
6. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addendum shall be incorporated as part of the Contract.
7. Acknowledge the receipt of all addenda to this RFP and list them by number.
8. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully fulfil the contract or will achieve same through its prelisted subcontractors.

TAB 2 – Contractor Statement of Qualifications & Attachments

Completely fill out the attached General Contractor Statement of Qualifications form and its associated attachments, providing all requested information.

TAB 3 – Past Performance

Provide the following information:

- a. Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.

Specifically, in the last five projects you have completed for the NMFA, please answer the following: (If you have not done five projects for the NMFA, please complete the list with the last five projects you have completed.

1. Was the project completed early? If yes, how was that accomplished?
 2. Was the project completed late? If yes, how many days and why?
 3. How many days after Substantial Completion were required to complete the punch list items?
 4. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
 5. Were there any outstanding issues remaining after the warranty inspection?
 6. Did your firm refuse to do additional work requested by the owner? If yes, why?
 7. What was your company's process for vetting the pricing from your subcontractors and suppliers on orders to ensure fair pricing to the owner?
 8. What was the dollar threshold below which your firm absorbed additional cost changes to avoid disproportionate administrative costs for all parties? Give examples of the changes to this project for which your firm absorbed the costs?
- b. Describe the role of each teaming partner on the contract.
 - c. Evidence of past performance quality and overall customer satisfaction.
 - d. Record of compliance with applicable laws and regulations on past projects.
 - e. Past record of achievement of health and safety targets.

Offerors are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

TAB 4 – Project Staffing

Provide the following information:

- a. Brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- b. Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and on projects of the same nature. To this end, provide a matrix that lists key staff members' names across the top of the matrix and lists past projects down the side of the matrix. The project list should begin with all the projects that appear in Item 3.a. of the Contractor's Statement of Qualifications. The project list may also include up to five more projects that demonstrate how the key personnel have worked together as a team. At each intersection within the field of the matrix, list the role that the person filled in on that project (such as Project Manager, Site Superintendent, Safety Manager, QA/QC Manager, Estimator, etc.).
- c. Describe Contractor's participation in skill training.
- d. Address reliable staffing sources/project staffing.

TAB 5 – Management Plan

Provide the following information:

- a. Management Team: provide an organization chart for the Management Team.
- b. Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, with the use agency.
- c. Describe the technical approach to project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
- d. Demonstrate the ability/experience to perform service, maintenance and new construction. Also, describe how the service vehicles are equipped.

TAB 6 – Health and Safety

Provide the following information:

- a. Provide a summary description of the Contractor's Health and Safety management system. (One copy only of the full Contractor's written Safety Plan is required as Attachment F of the Contractor Statement of Qualifications).
- b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.
- c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the contractors, subs, and the owner.

V. Proposal Evaluation

A. Evaluation Process and Scoring Methodology

Receipt and Opening of Proposals

Proposals, and modifications to proposals received prior to or at the submission deadline shall be electronically stamped upon receipt and the Price Proposal shall be separated from the Technical Proposal and held in a secure place until the Evaluation Committee has scored the Technical Proposal. Proposals shall not be opened publicly and shall not be open to public inspection until the successful Offeror has signed a contract.

Proposal Discussions

If mistakes are discovered after receipt of the proposal, the Evaluation Committee may request clarifications of information submitted by any or all Offerors in a written format with a specified deadline for response. Short-listed Offerors shall be provided fair and equal treatment with respect to any clarification of proposals. If during discussions there is a need for any substantial clarification of, or change to, a Proposal, the Proposal shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be documented in writing by the short-listed Offeror.

Evaluation Committee

The team shall collectively possess expertise in the technical requirements of the project, construction design, and contracting. The Owner may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

Technical Proposal Evaluation

The Procurement Manager shall review each proposal to determine if it meets all the mandatory requirements. Proposals that do not meet the mandatory requirements shall be considered "non-responsive." The Offeror shall be notified in writing of the determination. The Procurement Manager will then distribute the proposals and individual score sheets to the Evaluation Committee and review how the proposals shall be scored. The Evaluation Committee members shall score the technical proposals individually.

Price Proposal Evaluation

The Price Proposal shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP requirements and instructions. The price evaluation basis for this RFP is the total proposed hourly rate. The Offeror with the lowest price shall receive the maximum price score (the maximum numerical weight assigned to price). The price score for each of the Offeror shall be determined as follows:

Price of lowest Offeror / Price of this Offeror × Maximum price score = Price score of this Offeror

Short-Listed Offeror Withdrawal from Interviews (if held)

A short-listed firm may withdraw their proposal if they determine they cannot improve their position in the interview. This event shall be documented in the procurement file, and notice shall be sent to all Offerors of record. If the next ranked firm is invited to interview, their final Technical/Price evaluation score does not change.

Interviews (if held)

If interviews are held, notice to finalists will include the date, time, and location. The purpose of the interview is to allow the Offeror to present qualifications, past performance, management plan, schedule, and general construction plan. It also provides the Evaluation Committee with an opportunity to seek clarifications. Prior to interviews, the NMFA will issue a uniform set of written questions to each short-listed Offeror. Points totaling 50 will be assigned to these questions. Evaluation Committee Members will score each question.

Additional questions may be asked during interviews. Each committee member’s total interview points for an Offeror will be added to that member’s Technical Proposal and Price Proposal scores to generate an adjusted subtotal.

B. Evaluation Criteria

Technical Proposal

(1) Past Performance	20 points
(2) Project Staffing	15 points
(3) Management Plan	15 points
(4) Health and Safety (see detailed scoring guidelines below)	10 points

Subtotal of Technical Proposal 60 points

Price Proposal

(6) Price Proposal (Price Proposal submittal) based on requirements set forth in Plans and Specifications.	40 points
--	-----------

Total Points (before Interviews) 100 points

Interviews (if held) 50 points

Note: Per State Statute the use of this Proposal by other local public bodies is permissible upon mutual consent from the NMFA and the offeror(s)

ATTACHMENT A

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 3.a. EXPERIENCE

COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)

PROJECT DESCRIPTION

Project Type: _____ Contact Name: _____

Project Name: _____ Contact Title: _____

Owner: _____ Contact Phone No.: _____

DESIGN PROFESSIONAL

Name of Firm: _____ Contact Name: _____

Contact Phone No.: _____ Contact Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amt.: \$ _____ Original No. of Days to Complete: _____

Final Contract Amount
With all Change Orders: \$ _____ Final Contract Days to Complete:
with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages assessed on this Project? () No () Yes Days _____ \$ _____

Percentage of Work Subcontracted: _____% Contract Type () Competitive Bid
Lump Sum

Major Subcontractors:

- () Negotiated Lump Sum
- () Guaranteed Maximum Price
- () Other (Describe)

CUSTOMER SATISFACTION

How was this measured? () Customer Survey () Attached () Yes () No () Other
(Describe)

ATTACHMENT B

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 4 a., b, c, d Resumes

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED
PROJECT MANAGER
PROJECT SUPERINTENDENT
SAFETY PROGRAM MANAGER
OTHER KEY PERSONNEL (OPTIONAL)

1. **EDUCATION**
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. **RELATED EXPERIENCE**
Related experience should include the following:
 - a. Position Title
 - b. Duties and Responsibilities
 - c. Major accomplishments
 - d. Number of personnel supervised
3. **PROJECT EXPERIENCE**
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.

ATTACHMENT C

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 4.e. Organizational Chart of Project Management Team

FIRM
POSITION
NAME

Chart should include the entire
Project Team
Subcontractor Key Personnel
And Supervision

FIRM
POSITION
NAME

FIRM
POSITION
NAME

1. Indicate the relationship between PM/Supt. Of the Subcontractors and the General Contractor's PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and General Contractor, and the relationship of the Safety Manager with others on the job site.
3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.

ATTACHMENT E

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 6.d. Notarized Declaration of Surety

DOCUMENTATION FROM SURETY

ATTACHMENT F

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 7.a. Copy of Firm's Written Safety Plan

SUBMIT ONLY ONE (1) COPY OF SAFETY PLAN WITH SUBMITTAL PACKET

Include Work Loss Incidents and History

ATTACHMENT G

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 8.d. Letter from Insurance Carrier

DOCUMENTATION OF INSURABILITY

ATTACHMENT H

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 9.b. Written Quality Assurance Program

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

ATTACHMENT I

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 11.a. Affidavit of Non-violation of Labor codes

Name of Firm:

Address:

Project

Reference: (Name of Owner & Project)

**Request for Proposal # _____
Affidavit of Non-violation of Labor Codes**

To: NMFA

The undersigned officer of _____ hereby states that _____ has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

Name

Title

Signature

NOTARY

State of _____)

County of _____)

Signed or attested before me on _____ by _____

Seal _____

My Commission Expires: _____

ATTACHMENT J

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 12.a.b.c. Judgments, Breach of Contract, Protests

- a. List any judgments against the firm during the past 5 years.
- b. List any breach of contract other than for cause.
- c. If applicable, list any formal bid protests and the outcome, whether denied or upheld.
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

**General Contractor Services
REQUEST FOR PROPOSAL No. 2026-004**

STATEMENT OF QUALIFICATIONS FOR GENERAL CONTRACTORS

Project Name: _____

1. OFFEROR INFORMATION

Name: _____

Address: _____

Principal Office: _____

Corporation Partnership Sole Proprietorship Joint Venture

Other

a. How many years has your organization been in business as a General Contractor?

b. How many years has your organization been in business under its present business name?

c. Under what other or former names has your organization operated?

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

b. License Classification: _____

c. License Number: _____

d. Issue Date: _____ Expiration Date: _____

e. Is the general contractor's license free for ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes - free of suspension or revocation

No – Attached explanation

f. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: _____ Jurisdiction: _____
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

g. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No (Attach explanation)

3. EXPERIENCE

a. Has your firm completed general activities as identified in the pricing section of this request for proposal? Complete **Attachment A** for five (5) maximum projects listed:

Yes Number of Projects: _____ No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Project 4 Name: _____

Project 5 Name: _____

- b. State the average annual amount of general construction work performed during the past five years: \$ _____
- c. Also, on **Attachment A**, list major general construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.
- d. List the categories of work that your organization normally performs with its own forces.

4. **KEY PERSONNEL EXPERIENCE**

Please note that more consideration will be given to those meetings exceeding the required qualifications below:

- a. Does your assigned Project Manager have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the general construction industry?

Yes Number of Years: _____ No

(2) Experience on at least one (1) general construction type as identified in 3.

EXPERIENCE item a

Yes Number of Projects _____ No

- (3) Experience as a Project Manager on one (1) or more performing the various services referenced in the pricing section?

Yes Number of Projects _____ No

- b. Does your assigned Project Foreman/Superintendent have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the construction industry?

Yes Number of Years: _____ No

(2) Experience on at least one (1) general construction type as identified in 3a.?

Yes Number of Projects _____ No

(3) Experience as a Project Foreman/Superintendent for various categories of work referenced in the Pricing section

Yes Number of Projects _____ No

- c. Does your Safety Program Manager have the following minimum qualifications and

experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years' experience in a safety management role?

Yes Number of Years: _____ No

(2) Experience on at least one (1) general construction type as identified in 3a.?

Yes Number of Projects _____ No

d. Does your Quality Assurance/Quality Control (QA/QC) Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years' experience in a safety management role?

Yes Number of Years: _____ No

(2) Experience on at least one (1) general construction type as identified in 3a.?

Yes Number of Projects _____ No

Years with your firm: _____

Present Position/Job Title: _____ Years in position: _____

List other project(s) this person has had a similar role for the past five (5) years:

Is your QA/QC a Principal or Officer of the firm? Yes No

e. Please include an Organizational Chart (**Attachment C**) of the Management Team that will be assigned to this project. Identify relationships, duties and responsibilities and key roles of each individual.

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources: Total number of current employees: Project Managers _____
Estimators _____
Superintendents _____
Foremen _____
Tradesmen _____
Administration _____
Other _____

b. Does your firm have the immediate capacity to perform the work required for this RFP:
 Yes No

c. Please list current projects currently under contract with scheduled completion dates
(Attachment D)

See Attachment D None

6. SURETY

a. Firm's current surety company:

Will this surety be used for the general construction contract for this project?

Yes No (attach explanation)

Contact Agent Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes No (attach explanation)

a. Is your firm free of having any general construction contracts taken over by a surety for completion in the past five (5) years?

Yes No (attach explanation)

c. Has your firm used other surety companies since 2001? Yes (list) No

Surety Company Contact

Surety Company Contact

Surety Company Contact

d. Is your firm able to obtain bonding in the amount required for the completion of this RFP? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment E**.

Yes

No (attach explanation)

7. **SAFETY**

- a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm’s written safety program at **Attachment F**.

Yes

No (attach explanation)

- b. Provide a list of key safety personnel, including the designated safety manager who will be assigned to this project, and list specific duties.

Name and Title

Specific Duties

Name and Title

Specific Duties

Name and Title

Specific Duties

Name and Title

Specific Duties

- c. Provide the Experience Modification Rate for the past five (5) years:

_____ / _____ / _____ / _____ / _____ /

- d. Provide the Recordable Incident Rate for the past calendar year: _____
- e. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

Yes No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

- a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

Yes No (attach explanation)

- b. Has your firm, during the past five (5) years been free of determination by a court of competent jurisdiction that files a false claim with any federal, state or local government entity?

Yes No (attach explanation)

- c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

Yes No (attach explanation)

- d. Please provide a notarized declaration from an insurance carrier stating that the firm can obtain insurance in the limits stated as **Attachment G**.

9. QUALITY ASSURANCE – ATTACHMENT H

- a. Does your firm have a written Quality Assurance Program?

Yes No

- b. Provide one (1) copy of the written Assurance Program for **Attachment H**

10. PROJECT SCHEDULING

- a. Does your firm use computerized scheduling? Yes No

- b. If YES, which programs and versions are used? Please list:

c. Has the firm been involved with a general construction project within the past five (5) years, where the schedule was not met? Yes
 No

d. If YES, please indicate the project (refer to **Attachment A**)

i. Project: _____

Reason for Delay: _____

ii. Project: _____

Reason for Delay: _____

iii. Project: _____

Reason for Delay: _____

e. Has the firm been assessed for liquidated damages due to scheduling for any project in the past five (5) years? (Refer to **Attachment A**) Yes
 No

If YES, please list projects

(1) Project: _____ Amount \$ _____

Reason for assessment _____

(2) Project: _____ Amount \$ _____

Reason for assessment _____

(3) Project: _____ Amount \$ _____

Reason for assessment _____

11. **LABOR CODE VIOLATIONS**

a. Has your firm during the past five (5) years been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?

Yes No

b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

Yes No (explain)

12. JUDGEMENTS, BREACH OF CONTRACT, PROTESTS, MEDIATIONS AND ARBITRATIONS
- a. List any judgments against the firm during the past 5 years; use **Attachment J**
 - b. List any breach of contract other than for cause
 - c. If applicable, list any formal bid protests and the outcome, whether denied or upheld
 - d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Name and Title	Firm Name
Signature	Address of Firm
E-mail Address	City/State/Zip
Telephone Number	Fax Number

VI. TECHNICAL SPECIFICATIONS

1. GENERAL REQUIREMENTS

Scope of Work: It shall be clearly noted that the scope of work under this procurement is general construction including new facilities and remodeling of existing facilities. This is an indefinite quantity of time and materials contract supplemental to work done by the NMFA personnel consisting of:

Repair/replacement/relocation or new installation of

- Various chalkboards and corkboards
- Wood or metal doors, including jambs and hinges
- Thresholds, door stops, and weather-stripping
- Restroom stall partitions and doors
- Sheetrock walls and ceilings
- Dispensers (hand soap, paper towels, etc.)
- Temporary wall partitions/dividers
- Shelving units, cabinets, and countertops
- Sanding/sealing rough wood surfaces on playground equipment, bleachers, chalk trays, etc.
- Construction of walls (including incidental electric and/or plumbing work)
- Suspended ceilings
- Roof repair (including thermal insulation)/as may be a minor portion of an overall project
- Lath, plaster and/or stucco repair and subsequent painting
- Windows
- Iron work/welding as may be required for a complete project

There are several outstanding projects of this type throughout the NMFA. Contractor will furnish, on request, all labor, materials and equipment necessary to accomplish a complete job including all components such as painting, etc. the NMFA may, at its option, elect to furnish materials.

Finishing work is to be aesthetically pleasing to the eye and shall closely match that of the surrounding area in color, surface texture, general appearance, etc.

NOTE: NMFA maintains primary contracts for services such as plumbing, electrical work, and the like. It is not the NMFA's intent to violate the intent of those contracts by awarding General Carpentry Services contracts. Any services performed by these contractors which could conceivably be covered under a Primary Services contract shall be incidental to the overall scope of each project. Individual project assignments to either a Primary Services contractor or a General Contractor shall be made by the NMFA project manager.

Projects issued under this contract shall not exceed \$500,000.00. Projects exceeding this figure normally encompass new buildings or major remodeling projects and are bid separately as a complete package. Such projects will not typically be a part of this contract.

The intent is to enter a contract with a general contractor(s) for the purpose of providing various construction services on demand. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals (RFP), especially the mandatory requirements.

1.2 Licensing and Personnel Qualifications:

Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A copy of the offeror's GB-98 license is required. Offerors are required to submit other licenses as may be considered appropriate.

Projects issued under this contract shall not exceed \$500,000.00. Projects exceeding this figure normally encompass new buildings or major remodeling projects and are bid separately as a complete package. Such projects will not typically be a part of this contract.

1.3 Supervision: The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. The cost of such a foreman will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the foreman works on the site as a crew member and has the authority to hire and fire personnel, his hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

1.4 Codes, Fees and Permits: All work shall be executed in accordance with the current International Building Codes (IBC), Uniform Fire Codes (UFC), local and state ordinances, and regulations governing the class of work involved. This contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

In the event of a conflict between the various specifications, codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved; contractor shall obtain and deliver to the NMFA final certificates of acceptance, if applicable, the contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with these requirements.

Contractor shall secure all permits (Construction Industries Division the permitting authority) and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by the NMFA for these permit fees only. No markup will be allowed. Actual copies of permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no markup.

1.5 Standards: All work and materials shall comply with the recommendations and standards set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. NMFA may also have specifications which may apply to any given project. Contractors must be familiar with and comply with the online published Mechanical Design Standards.

If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner. When applicable, the NMFA specifications will be provided by the NMFA project manager.

- 1.6** **Inspections:** As applicable, contractors shall contact the NMFA project manager, or their designee when work is ready for CID inspection. Payment is contingent upon passing any inspection. NMFA will not reimburse contractor for work/materials needed to remedy "no pass" work.

NMFA may inspect projects at any time with or without prior notification to the contractor. NMFA has the right to observe all construction activities before it is covered. Should any work be covered contrary to request or any requirement of the contract documents, the NMFA designee may order it uncovered for his observation. The contractor shall uncover and replace all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by NMFA shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the contractor. The contractor shall notify NMFA 24 hours in advance before covering up any concealed work or conducting tests by any authority.

- 1.7** **Guarantee:** The contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expenses to NMFA, all defective equipment, parts, etc., within 12 months after service is accepted by NMFA. This excludes normal maintenance and daily service of equipment, which is the owner's responsibility.

All offerors must guarantee full satisfaction with their products' use or permit unsatisfactory products to be returned collected for full refund. Offerors will replace damaged items at no cost to NMFA.

Warranty shall include materials, labor and workmanship. Licensing Requirements: The General Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need to be provided only if requested by the Owner.

There are several outstanding projects of this type throughout NMFA. Contractor will furnish, on request, all labor, materials and equipment necessary to accomplish a complete job including all components, etc. NMFA may, at its option, elect to furnish materials.

Finishing work is to be aesthetically pleasing to the eye and shall closely match that of the surrounding area in color, surface texture, general appearance, etc.

- 1.8** **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during work to protect existing property including adjacent surfaces, equipment, HVAC systems, piping, furnishings, and general from damage during the work and shall repair promptly any such damage at his own expense and to the satisfaction of NMFA.

- 1.9 **Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by NMFA designee.
- 1.10 **Clean-up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion. Ceiling tiles removed must be put back in place before leaving the area and end of business day.
- 1.11 **Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by NMFA Project Manager, or designee.
- 1.12 **Post Award Conference:** After award, the contractor shall meet with NMFA Facilities Manager to outline procedures such as scheduling, paper flow, and inspections.

VII. MATERIALS

- 1.1 **Materials Supply and Quality:** Contractor shall always maintain (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to NMFA Project Manager, or designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Manager.

NMFA may from time-to-time order parts of systems only from this contract for its own convenience or because of the nature of a particular work order, but the general intent is for the contractor to supply parts and labor for a given job. Contractor and NMFA shall agree to exact list prior to commencement of any work.

- 1.2 **Procurement of Other Materials:** NMFA reserves the right to procure any parts/materials through normal procurement channels and to furnish such materials to contractors for installation should it be in the best interest of the district to do so. Materials so procured shall not be marked up by the contractor in any manner. Note that small tools, duct tape, miscellaneous screws and the like are to be considered incidental and should not be charged to NMFA. The items are to be included in your overhead.

All equipment shall be installed in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to NMFA. Changes shall be made as mutually agreed or necessary.

- 1.3 **Specialized Equipment:** Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. If an item is not priced, it will be assumed to be included in the contractor's

NOTE: Complete labor quotations for all job classifications your company will conceivably utilize during the life of the contract to ensure that NMFA is charged for the actual job needed level(s). If you do not plan to utilize a classification, write "none". A blank labor pricing page is provided for classifications which may be omitted; copy as necessary and use the wage stated in the Wage Rate Decision as the base hourly rate. Evaluation will be based on a comparison and verification of submitted information.

Shift work is defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 p.m. - midnight to complete a project during hours that the NMFA is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the NMFA Project Manager or designee. Define in the space provided your company's policy on overtime payment (over 40 hrs., over 8 hrs., etc.)

The primary trades and uses for this proposal are referenced in the pricing section. Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offeror.

Fixed Fee Table will be used to capture any additional cost items that are not referenced in the unit price matrix.

Requests for work – work orders:

- a) Estimates – Estimates are to be prepared at no charge to NMFA for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. All estimates must include the NMFA RFP Number.
- b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization (Signed estimate and approved Purchase Order from NMFA Procurement). Once begun, work shall continue, during normal working hours, without interruption until completion. The Contractor shall be able to respond to multiple routine requests at any one time.
- c) Emergency Requests – The Contractor shall be able to provide service twenty-four (24) hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by NMFA Designee. NMFA may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon and will become an integral part of the contract.

Awarded Pricing Agreements: Upon receiving award, NMFA will issue a pricing agreement which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed.

Completion: Completion times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate offeror will be assigned at the discretion of NMFA. On completion of the various parts of the work, the work shall be inspected by the constituted authorities and approved, and on completion of the work, the final certificates of approval shall be obtained by the Contractor and delivered to NMFA.

Standards: All work and materials shall comply with the recommendations and standards set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. NMFA may also have specifications which may apply to any given project. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner. When applicable, NMFA specifications will be provided by the NMFA project manager.

Warranty shall include materials, labor and workmanship. Licensing Requirements: The General Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need to be provided only if requested of the Owner.

Contract and General Conditions: Offerors who are awarded work under this RFP will be required to enter the most current edition of the NMFA Agreement between Owner and Contractor and accept the General Conditions of the Contract for Construction before beginning the first job under this contract. All work will be authorized through separate purchase orders which will detail the scope of work and compensation. Supervision: The work shall be performed under the direction of a qualified foreman.

Contractor must quote labor for the following labor classifications:
LABOR RATES RESPONSE FORM (Projects Under \$60,000.00)

Labor Categories	Standard Wage Rate (HOURLY)	Overtime Hourly Rate (HOURLY)	Holiday (HOURLY)
Carpenter/Lather Position #1	\$	\$	\$
Brick layer/Block layer/Stonemason Position #2	\$	\$	\$
Laborer Group I Position #3	\$	\$	\$
Laborer Group II Position #4	\$	\$	\$
Laborer Group III Cable Splicer Position #5	\$	\$	\$
Laborer Group IV Position #6	\$	\$	\$
Laborer Group V Position #7	\$	\$	\$
Laborer Group VI Position #8	\$	\$	\$
Glazier Position #9	\$	\$	\$
Painter Position #10	\$	\$	\$
Drywall Finisher Position #11	\$	\$	\$
Plasterer Position #12	\$	\$	\$
Electrician (Inside Wireman/Technician) Position #13	\$	\$	\$
Plumber Position #14	\$	\$	\$
Soft Floor Layer/Carpet & Tile Position #15	\$	\$	\$
LABOR TOTAL	\$	\$	\$

FIXED FEE

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with unpriced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the fixed administration fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Estimated on Subcontractor Costs		Fixed Fee Percentage
1	\$1.00 - \$10,000.00	%
2	\$10,001.00 - \$25,000.00	%
3	\$25,001.00 - \$50,000.00	%
4	\$50,001.00 - \$75,000.00	%
5	\$75,001.00 - \$100,000.00	%
6	\$100,001.00 - \$150,000.00	%
7	\$150,001.00 - \$200,000.00	%
8	\$200,001.00 - \$250,000.00	%

APPENDIX A

LETTER OF TRANSMITTAL FORM

In acknowledgement of its intent to respond to this Request for Proposal the undersigned makes the following representations as required by the RFP.

OFFEROR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____

PHONE NO.: (_____) _____

E-MAIL ADDRESS: _____

FEDERAL EMPLOYER ID#: _____

The aforementioned firm and its authorized representatives hereby confirm and acknowledge:

1. This Proposal is a firm and irrevocable offer for a period of 180 days from submission.
2. The Offeror is willing to perform all the services as outlined in the RFP.
3. The Offeror can provide all the services as outlined in the RFP beginning on _____
4. The Offeror accepts all terms and conditions as outlined in the RFP.
5. The following material is considered by the Offeror to be trade secret information:

The Offeror hereby acknowledges that the NMFA is subject to the Inspection of Public Records Act, (NMSA 1978 Ch. 14, Article 2) and the Offeror hereby indemnifies and agrees to hold the NMFA harmless for the release of any information, including information deemed confidential commercial information by the Offeror, if the NMFA reasonably believes the NMFA is permitted to release such information in accordance with law.

The undersigned is authorized to contractually bind the Offeror:

By submission of this cover letter, the Offeror hereby certifies that the above are true and correct statements.

Signature: _____

Name: _____

Title: _____