NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

INVITATION TO BID (ITB)

Senior Mobile Home Replacement Program

ITB# 2026-02

Released: September 29, 2025

Deadline: October 30, 2025

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I. INTRODUCTION

This Section provides general information that applies to this procurement.

A. PURPOSE OF THIS INVITATION TO BID

To support the Senior Mobile Home Replacement Program, the North Central New Mexico Economic Development District (NCNMEDD) seeks a New Mexico licensed manufactured and/or modular home dealer/installer, or a dealer that contracts with an installer, from which to purchase and have installed manufactured or modular housing units.

1. Bidder must provide proof of MHD-3 New Mexico Manufactured Housing Division Dealer License and Installer License/s.
2. License/s must be in good standing with the New Mexico Regulation and Licensing Department (RLD) and the Manufactured Housing Division (MHD).
3. Bidder must provide proof of Surety bond. Installers must maintain a $10,000 bond; dealers are required to maintain a $50,000 bond.

B. BACKGROUND INFORMATION AND PROGRAM OVERVIEW

NCNMEDD is a council of governments within the State of New Mexico and the parent organization of the Non-Metro Area Agency on Aging, which oversees services for older adults age 60+ in all New Mexico counties except Bernalillo.

Non-Metro Area Agency on Aging's Senior Mobile Home Replacement Program assists seniors whose homes are unsafe or beyond repair. Funding from the State of New Mexico and New Mexico Mortgage Finance Authority (MFA) will be used to replace these homes with HUD-compliant manufactured or modular homes.

C. SCOPE OF PROCUREMENT

NCNMEDD anticipates purchasing 15-20 manufactured or modular homes for its Senior Mobile Home Replacement Program, one or two housing units at a time, over a nine month period, beginning in November 2025. NCNMEDD intends to purchase all units from the lowest successful bidder provided the lowest successful bidder can deliver the units within NCNMEDD's timeframes. For any units that cannot be delivered within NCNMEDD's timeframes, NCNMEDD reserves the right to purchase those units from the next lowest bidder who can meet NCNMEDD's timeframes.

The successful bidder shall:

1. **Supply manufactured or modular homes that meet these specifications:**
    - Single-wide, 16’ x 60’, 2 bedrooms, 2 bathrooms (main bath must have a walk-in shower). Example: Clayton Spirit or similar
    - HUD-compliant installation
    - ADA-compliant toilets, skirting, and refrigerated air system
    - Ensure each home includes:
        - Two sets of exterior stairs (and ramps if needed)
        - Skirting installed
        - X1-2 installed
        - Electrical service (100 or 200 amps depending on site requirements)

2. **Deliver and install homes:**
    a. Deliver homes within of 8–10 weeks from order by NCNMEDD. Timely delivery is critical to maintain project schedule.
    b. Delivery must be available throughout the state of New Mexico
    c. Set up, install and secure new homes on a lot or foundation.
        - Installers are responsible for having specialized equipment to place and level the home, and to install tie-downs or anchors to ensure the home is safe, stable, and meets building codes.

3. **Perform these additional responsibilities:**
    a. Coordinate with the licensed general contractor and NCNMEDD Housing Coordinator to ensure proper installation and compliance with HUD and local codes
    b. Evaluate the site to determine feasibility of delivery and identify any additional equipment needed (e.g., CAT equipment), as these may incur extra charges
    c. Process title under the client’s name, with capability to add a lien holder if applicable
    d. Provide copies of all signed purchase agreements, installation permits, and other related documents
    e. Conduct a final inspection with the client and NCNMEDD Housing Coordinator or when turning over the keys

D. PROCUREMENT MANAGER

1. NCNMEDD has assigned a Procurement Manager who is responsible for the conduct of this procurement:

Name:	Edna Sena
	Procurement Manager
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Telephone:	505-690-0758

Email:	contracts@ncnmedd.com

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions):

Name:	Edna Sena
Reference:	ITB # 2026-02: Senior Mobile Home Replacement Program
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Email:	contracts@ncnmedd.com

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Bidders may contact ONLY the Procurement Manager regarding this procurement. Other NCNMEDD employees or Evaluation Committee members do not have the authority to respond on behalf of the NCNMEDD. Requests, inquiries, or clarifications must be submitted in writing to the Procurement Manager.

4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager identified in Section II.B.10.** As A Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

“Board of Directors” (also “BCC”) means the elected Board of Directors in whom all powers of the NCNMEDD are vested and who are responsible for the proper and efficient administration of the NCNMEDD government.

Procurement Manager" means the person or designee authorized by the NCNMEDD to manage or administer a competitive procurement.

“Close of Business" means 5:00 pm Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"NCNMEDD" means the NCNMEDD, a special district governmental entity in the State of New Mexico.

"Determination" means the written documentation of a decision of the Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“F.O.B. Destination” means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Invitation to Bid" or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school Board of Directors and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

“MDT” & “MST” mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procuring agency of the NCNMEDD" means the department or other subdivision of the NCNMEDD that is requesting the procurement of services or items of tangible personal property.

“Product” means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order” or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing” means the NCNMEDD Purchasing Office or the NCNMEDD Procurement Manager.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service

facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation to Bid.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of an Invitation to Bid include, but are not limited to, price, quality, quantity and delivery requirements.

“Services” means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, Board of Directors, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

“Successful Bidder” means the lowest priced Responsible Bidder to whom NCNMEDD, on the basis of the NCNMEDD’s evaluation, makes an award. A Successful Bidder does not become a Contractor until the NCNMEDD signs the Contract signed and submitted by the Bidder. One or more Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business/Contractor Preference

The New Mexico Procurement Code provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business or contractor preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business or contractor, that Bidder must submit a copy of their resident business or contractor preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:
http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

2. Resident Veteran Business/Contractor Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses and Contractors. Please see Section I.F. for more information and especially note Appendix F. In order for a Bidder to receive preference as a resident veteran business or contractor, that Bidder must submit a copy of their resident veteran business or contractor

preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:
http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code
http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0

(Specific references to the New Mexico Procurement Code, found in this ITB, may be reviewed by following the appropriate link above.)

II. CONDITIONS GOVERNING THE PROCUREMENT

This Section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this ITB.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue ITB	Procurement Manager (PM)	September 29, 2025
2. Return of "Acknowledgment of Receipt" Form (Appendix A)	Potential Bidders (PB)	October 6, 2025
3. Pre-Bid Conference	N/A	N/A
4. Deadline to Submit Questions	PB	October 13, 2025
5. Response to Written Questions/ ITB Amendments	PM	October 16, 2025
6. Submission of Sealed Bids	**Bidders**	**October 29, 2025**
7. Public Opening	Purchasing, Bidders, General Public	October 30, 2025
8. Bid Tabulation	Purchasing	October 30, 2025
9. Contract Award	Agency	Within 30 days of Deadline

10. Protest Deadline	Bidders	Within 15 days of Contract Award

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. **Issuance of ITB**

   This ITB is being issued by NCNMEDD Procurement Manager on **September 29, 2025.**

2. **Return of Optional "Acknowledgment of Receipt" Form**

   Potential Bidders may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt of Invitation to Bid Form (APPENDIX A) that accompanies this document, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 5:00 pm Mountain Daylight Time (MDT) on October 6, 2025. The procurement distribution list will be used for an invitation to a virtual meeting and for the distribution of written responses to questions or any other notifications regarding the procurement.

3. **Pre-Bid Conference**

   There is **no** Pre-Bid Conference being held for this procurement.

4. **Deadline to submit written questions**

   Potential Bidders may email written questions to the Procurement Manager as to the intent or clarity of this ITB until 5:00 pm MDT on October 13, 2025. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question.

5. **Response to written questions**

   Written responses to all written questions will be emailed October 16, 2025 to all potential Bidders whose organization name appears on the procurement distribution list.

6. **Submission of Bids**

   ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 pm MOUNTAIN DAYLIGHT TIME ON October 30, 2025. PROPOSALS

RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered or emailed to the Procurement Manager as shown in Section I.D.1 Hard copy proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to ITB # 2026-02: Senior Mobile Home Replacement Program.

A public log will be kept of the names of all Bidders that submit proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Bidders during the negotiation process. The negotiation process is deemed to be in effect until the Protest Deadline.

7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the NCNMEDD 644 Gaspar Ave. Santa Fe, New Mexico on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984).

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Procurement Manager, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.D.1., above) at least seven (7) days prior to the scheduled bid opening.

8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his/her option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions SHALL NOT be initiated by the Bidders.

9. Contract Award

The Procurement Manager anticipates the Board of Directors will award the Contract within thirty (30) days of the deadline. This date is subject to change at the discretion of the Procurement Manager or the Board of Directors.

10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and NCNMEDD Procurement Policy #401-01-3, Section 24. The Protests must be written and must include the name and address of the protestor and the Invitation to Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from Procurement Manager. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted. The protest must be delivered to:

Executive Director, Protest Manager at NCNMEDD
644 Don Gaspar, Santa Fe, NM 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978)

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix E).

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this ITB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any Contract that may result from this ITB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the NCNMEDD. NCNMEDD will only make Contract payments to the prime Contractor.

4. Subcontractors

Not Applicable.

5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. NCNMEDD personnel will not merge, collate, or assemble bid materials.

6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the NCNMEDD.

7. Bid Offer Firm

Responses to this ITB will be considered firm for nine (9) months after the due date for receipt of bids.

8. No Obligation

This procurement in no manner obligates NCNMEDD or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Procurement Manager and other required approval authorities and one or more valid Purchase Orders are issued.

9. Termination

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the NCNMEDD determines such action to be in the best interest of the NCNMEDD.

10. Sufficient Appropriation

Any Contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The NCNMEDD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11. Legal Review

The NCNMEDD requires that all bidders agree to be bound by the General Requirements contained in this ITB. Any bidder’s concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

13. Basis for Bid

Only information supplied by the NCNMEDD in writing through the Procurement Manager or in this ITB should be used as the basis for the preparation of bids.

14. Contract Terms and Conditions

The Contract between the NCNMEDD the Contractor is contained at Appendix B, Contract.

15. Bidder Qualifications

The NCNMEDD may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The NCNMEDD will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the NCNMEDD, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The NCNMEDD reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

16. Right to Waive Minor Irregularities

The NCNMEDD reserves the right to waive minor irregularities. The NCNMEDD also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the NCNMEDD.

17. Change in Contractor Representatives

The NCNMEDD reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the NCNMEDD, meeting its needs adequately.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

19. NCNMEDD Rights

The NCNMEDD reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the NCNMEDD.

20. Ownership of Bids

All documents submitted in response to the ITB shall become the property of the NCNMEDD. However any technical or user documentation submitted with the bids of

non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in ITB

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the ITB.

22. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the NCNMEDD.

23. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCNMEDD.

24. Delivery and Failure to Meet Order Provisions

a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by NCNMEDD.

b. Failure to Meet Order Provisions: NCNMEDD reserves the right to cancel all or any part of an order without cost to the NCNMEDD, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the NCNMEDD due to the Contractor's default.

25. Delivery and Invoicing

a. NCNMEDD's Purchase Order number, Work Order number and the Contractor's name, user's name and location shall be shown on the delivery ticket for each home.

b. The Contractor's invoice shall contain the following information: Work Order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the NCNMEDD Housing Coordinator for review and approval.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this ITB

This ITB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the potential Bidder's possession and the version maintained by NCNMEDD, the version maintained by NCNMEDD shall govern.

28. Award Rights

NCNMEDD reserves the right to award this Invitation to Bid in total; by line item, by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of NCNMEDD.

29. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated by the Procurement Manager.

30. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

31. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Procurement Officer in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to NCNMEDD web site https://www.ncnmedd.com/employment-and-rfps the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

III. RESPONSE REQUIREMENTS

This Section tells prospective Bidders how to prepare and submit their bid in response to this ITB.

A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this ITB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed original bid and one (1) copy to the location specified in Section I.D.2.on or before the closing date and time for receipt of bids.

C. BID CONTENTS

1. All bids **MUST** contain the following items, which shall be ordered as follows:

    b. Completed and signed Letter of Transmittal Form (Found at Appendix B)
    c. Signed Contract to affirm agreement with Contract terms and conditions (Found at Appendix C)
    d. Completed and signed Bid Form with price(s) (Found at Appendix D)
    e. Completed and signed Campaign Contribution Form (Found at Appendix E)
    f. Proof of MHD-3 New Mexico Manufactured Housing Division Dealer License and Installer License/s.
    g. Proof of Surety Bonds: Installers must maintain a $10,000 bond; dealers are required to maintain a $50,000 bond.

a. Bids **MAY** contain the following **OPTIONAL** items:

    a. Acknowledgement of Receipt Form (Found at Exhibit A)
    b. Resident Business Preference Certificate (Found at Exhibit F)
    c. Resident Veteran Business Preference Certificate (Found at Exhibit F)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid.

D. BID FORMAT

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.

2. The unit price(s) shall exclude all state and local taxes.

E. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

IV. SPECIFICATIONS AND REQUIREMENTS

This Section details the minimum specifications for products or services sought by NCNMEDD. It also provides information on NCNMEDD's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

A. INFORMATION

1. Use of Brand Names and Numbers

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

2. Equivalent Items Bid

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

3. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a proposal on this bid, it is requested that their opinion be made known to the Procurement Manager, in writing, at least seven (7) days prior to the bid opening date.

B. SCOPE OF WORK

NCNMEDD anticipates purchasing 15-20 manufactured or modular homes for its Senior Mobile Home Replacement Program, one or two housing units at a time, over a nine month period beginning in November 2025. NCNMEDD intends to purchase all units from the lowest successful bidder provided the lowest successful bidder can deliver the units within NCNMEDD's timeframes. For any units that cannot be delivered within NCNMEDD's timeframes, NCNMEDD reserves the right to purchase those units from the next lowest bidder who can meet NCNMEDD's timeframes.

The successful bidder shall:

1. **Supply manufactured or modular homes that meet these specifications:**
    a Single-wide, 16' x 60', 2 bedrooms, 2 bathrooms (main bath must have a walk-in shower). Example: Clayton Spirit or similar
    b. HUD-compliant installation
    c. ADA-compliant toilets, skirting, and refrigerated air system
    d. Ensure each home includes:
        - Two sets of exterior stairs (and ramps if needed)
        - Skirting installed
        - X1-2 installed
        - Electrical service (100 or 200 amps depending on site requirements)

2. **Deliver and install homes:**
    a. Deliver homes within a timeframe of 8–10 weeks from order. Timely delivery is critical to maintain project schedule.
    b. Delivery must be available throughout the state of New Mexico
    c. Set up, install and secure new homes on a lot or foundation.
        - Installers are responsible for having specialized equipment to place and level the home, and to install tie-downs or anchors to ensure the home is safe, stable, and meets building codes.

3. **Perform these additional responsibilities:**
    a. Coordinate with the licensed general contractor and NCNMEDD Housing Coordinator to ensure proper installation and compliance with HUD and local codes
    b. Evaluate the site to determine feasibility of delivery and identify any additional equipment needed (e.g., CAT equipment), as these may incur extra charges
    c. Process title under the client's name, with capability to add a lien holder if applicable
    d. Provide copies of all signed purchase agreements, installation permits, and other related documents

e. Conduct a final inspection with the client and NCNMEDD Housing Coordinator or when turning over the keys

Note that this ITB contains specific requests for information. In responding to this ITB, Bidders are encouraged to provide additional information if Bidder believes that information is to be relevant.

V. BID OPENING, PROCESSING AND AWARD

This Section describes how bids received are handled and assessed. It also describes the award process, the Contract provided in Appendix C and the role of Work Orders.

A. BID RECEIPT

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline ("late bids") will be retained in the procurement file, unopened, and shall not be considered for award.

B. BID OPENING

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.B.7, above, for specific information.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely receive bids will be reviewed for compliance with the requirements and specifications stated within the ITB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Procurement Manager may contact the Bidder for clarification of the response as specified in Section II.B.8.

3. Other Information Sources

The NCNMEDD may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

4. Bid Tabulation

The bid price(s) on the Bid Form (Appendix D) from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Responsive Bid

After completion of the bid tabulation, NCNMEDD will examine the results to determine which Bidder offers the lowest responsive bid to NCNMEDD in accordance with the specifications and terms and conditions set forth in the Invitation to Bid.

D. AWARD AND ORDER PROCESS

1. Contracts awarded as a result of this solicitation shall be awarded to the responsible Bidder(s) whose ***selected bid option*** represents the best value and is in the NCNMEDD's best interest.

2. Line Item. NCNMEDD reserves the right to award this invitation to bid based upon line item response.

3. Contract Award. Upon selection for possible Contract award, the NCNMEDD will add the Contractor's name and signatory information to the signed Contract (Appendix C) submitted by the Bidder and it will be submitted to the Board of Directors with a recommendation for award. Once approved and signed by the Board of Directors the Contract is officially awarded.

4. Order(s). A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of a contract and an approved Worker Order issued by the NCNMEDD Housing Coordinator . Failure to comply is AT THE CONTRACTOR'S RISK and NCNMEDD shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Order.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

In acknowledgment of receipt of this Invitation to Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than October 6, 2025.

The firm listed below does/does not (circle one) intend to respond to this Invitation to Bid.

FIRM: _____

REPRESENTED BY: _____ TITLE:_____

E-MAIL ADDRESS: _____

PHONE NO.:_____ FAX NO.:_____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE:_____

This name and address will be used for all correspondence related to the Invitation to Bid.

Please return to:

Edna Sena
NCNMEDD Procurement Manager
644 Don Gaspar Ave
Santa Fe, NM 87505
Phone: (505) 690-0758
E-mail: contracts@ncnmedd.com

APPENDIX B: LETTER OF TRANSMITTAL FORM

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

Items #1 to 3 **MUST** EACH BE RESPONDED TO. Failure to respond to all three items **WILL** RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

_____

_____

_____

2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	
Federal ID #	
NM CRS #	

3. Bidder must identify any employee(s) or elected official(s) of NCNMEDD that have a financial interest in the Bidder (one of the two **must** be selected):

_____ No Financial Interest _____ Yes, Financial Interest*

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

- I acknowledge receipt of any and all amendments to this ITB.

- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5)

Requirements of the American with Disabilities Act of 1990 for work performed as a result of this ITB.

_____ _____, 2025
Authorized Signature and Date (**Must** be **signed** by the person identified in **item #2**, above.)

APPENDIX C: CONTRACT

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

Agreement No. X

THIS Agreement ("Agreement") is made by and between the North Central New Mexico Economic Development District (NCNMEDD), hereinafter referred to as the "Procuring Agency" and **[Company Name],** hereinafter referred to as the "Contractor" and collectively referred to as the "Parties."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the Procuring Agency; and

WHEREAS, all terms and conditions of **ITB 2026-02: Senior Mobile Home Replacement** Program and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**.

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon hourly and fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed **$[X]** including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and

Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices must be received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date will not be paid.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. Please note that no property tax will be paid to the Contractor by the Procuring Agency. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Retainage is not required for this contract.

E. Performance Bond. A Performance Bond is not required for this contract.

3. **Term.**

This Agreement shall not become effective until approved by the final required signatory. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **June 30, 2026** unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

4. **Termination**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all

the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the procuring agency's other legal rights and remedies caused by the contractor's default/breach of this agreement.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Procuring Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Procuring Agency vehicles, or any other benefits afforded to employees of the Procuring Agency as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Procuring Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of Procuring Agency; (ii) the Contractor is not a member of the family of a public officer or employee of the Procuring Agency; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Procuring Agency, a member of the family of a public officer or employee of the Procuring Agency, or a business in which a public officer or employee of the Procuring Agency or the family of a public officer or employee of the Procuring Agency has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Procuring Agency within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Procuring Agency whose official act, while in Procuring Agency employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

8. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

9. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

10. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

11. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

12. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

13. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

14. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, which shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

15. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

16. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

17. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Procuring Agency.

18. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Executive Director
North Central New Mexico Economic Development District (NCNMEDD)
644 Don Gaspar
Santa Fe, NM 87505
505-395-2668
ncnmedd@ncnmedd.com

To the Contractor:

19. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Procuring Agency exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Procuring Agency or the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

24. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Procuring Agency by certified mail.

25. **Default and Force Majeure.**

The Procuring Agency reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Procuring Agency, if the Contractor fails to meet the

provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Procuring Agency due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Procuring Agency shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Procuring Agency provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

27. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. **Inspection of Plant.**

The Procuring Agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor’s regular business hours and upon prior written notice, the Contractor’s plant or place of business, or any subcontractor’s plant or place of business, which is related to the performance of this Agreement.

29. **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Procuring Agency and are in addition to and do not limit any rights afforded to the Procuring Agency by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. **Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. **Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

35. **Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

The provisions of this clause are not exclusive and do not waive the parties' to this Agreement other legal rights and remedies caused by the contractor's default/breach of this Agreement.

37. **Insurance.**

Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Procuring Agency or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement, name Procuring Agency as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation. Failure by Procuring Agency to demand such certificate or other evidence of Contractor's full compliance with these insurance requirements, or to identify a deficiency in compliance from the evidence provided, shall not waive Contractor's obligation to maintain such insurance.

D. Procuring Agency does not represent that the insurance coverage and limits established herein will be adequate to protect Contractor. Insurance requirements shall not be deemed a limitation on Contractors' liability under the indemnities granted to Procuring Agency through legal remedy.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

Signatures:

By: Date:
Executive Director
North Central New Mexico Economic Development District

By: Date:

Owner
Company

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:
BTIN: _____

EXHIBIT A: SCOPE OF WORK
SENIOR HOME REPLACEMENT PROGRAM

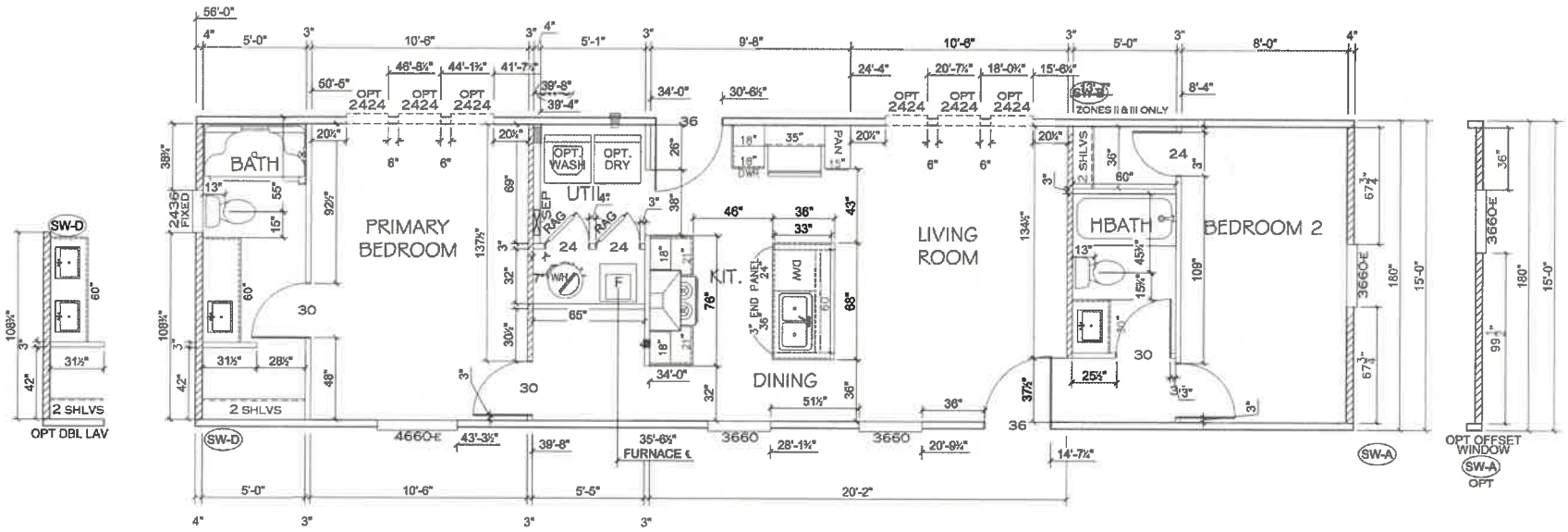
Contractor shall provide the following Scope of Work for $[X] per housing unit:

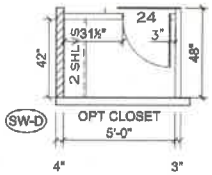
1. **Supply manufactured or modular homes that meet these specifications:**
    a. Single-wide, 16' x 60', 2 bedrooms, 2 bathrooms (main bath must have a walk-in shower). Example: Clayton Spirit or similar (see Exhibit B)
    b. HUD-compliant installation
    c. ADA-compliant toilets, skirting, and refrigerated air system
    d. Ensure each home includes:
        - Two sets of exterior stairs (and ramps if needed)
        - Skirting installed
        - X1-2 installed
        - Electrical service (100 or 200 amps depending on site requirements)

2. **Deliver and install homes:**
    a. Deliver homes within of 8–10 weeks from order by NCNMEDD. Timely delivery is critical to maintain project schedule.
    b. Delivery must be available throughout the state of New Mexico
    c. Set up, install and secure new homes on a lot or foundation.
        - Installers are responsible for having specialized equipment to place and level the home, and to install tie-downs or anchors to ensure the home is safe, stable, and meets building codes.

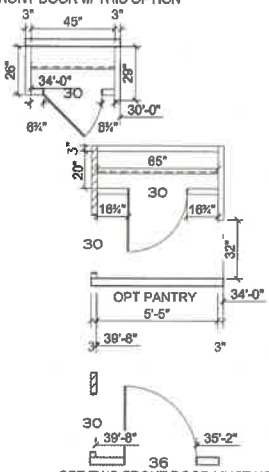
3. **Perform these additional responsibilities:**
    a. Coordinate with the contractor and NCNMEDD Housing Coordinator to ensure proper installation and compliance with HUD and local codes
    b. Evaluate the site to determine feasibility of delivery and identify any additional equipment needed (e.g., CAT equipment), as these may incur extra charges
    c. Process title under the client's name, with capability to add a lien holder if applicable
    d. Provide copies of all signed purchase agreements, installation permits, and other related documents
    e. Conduct a final inspection with the client and NCNMEDD Housing Coordinator or when turning over the keys

EXHIBIT B: MANUFACTURED HOUSING UNIT EXAMPLE ON NEXT PAGE



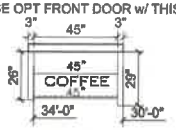


OPT PANTRY REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

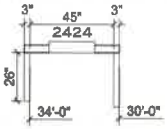


OPT TWO FRONT DOOR MUST USE w/ OPTS COFFEE STATION, OPT BDS WINDOW, OPT BDS PANTRY
N/A w/ FDS PANTRY

OPT COFFEE STATION REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION



OPT WINDOW REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION



Model # NS-S006-1656-2

Box Width =	180 "	Single wide	Minimum Joist Spacing 16 "
Box Length =	56 ft.	99.5" 12" MIN.IBEAM	No Offset Box
No Skylights			No Clerestory
No Porches			No Origami Dormer
Joist Size =	#2 sp 2x8	Lags 9Mx3"	No Sunken Floor
			No Parapet Roof

Version R13.18

Wind Zone 1 Standard Roof Diaphragm Construction:			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	2/2	Split Shearwall *	65.75/65.75
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

Wind Zone 1 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
C	39.79 '	128 "	162	2	2/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 2 Standard Roof Diaphragm Construction:			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
B	13.71 '	116 "	324	2	3/1		
C	39.79 '	124 "	324	2	3/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 3 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
B	13.71 '	112 "	425	2	3/1		
C	39.79 '	116 "	425	2	3/1		
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

* Denotes that indicated shearwall is over full depth/width front steel chassis header.

*ALL BEDROOMS ARE UNDER 35' FOR EGRESS

Model # OPT OFFEST WINDOW

Box Width =	180 "	Single wide	Minimum Joist Spacing 16 "
Box Length =	56 ft.	99.5" 12" MIN.IBEAM	No Offset Box
No Skylights			No Clerestory
No Porches			No Origami Dormer
Joist Size =	#2 sp 2x8	Lags 9Mx3"	No Sunken Floor
			No Parapet Roof

Version R13.18

Wind Zone 1 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	135.5 "	162	2	2/2	Split Shearwall *	36/99.5
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

Wind Zone 1 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	131.5 "	162	2	1/1	Split Shearwall *	36/99.5
C	39.79 '	128 "	162	2	2/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 2 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	
Aopt	0 '	135.5 "	162	2	1/1	Split Shearwall *	36/99.5
B	13.71 '	116 "	324	2	3/1		
C	39.79 '	124 "	324	2	3/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 3 Standard Roof Diaphragm Construction.			(3/8" sheathing only with 15 gas 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	131.5 "	162	2	1/1	Split Shearwall *	36/99.5
B	13.71 '	112 "	425	2	3/1		
C	39.79 '	116 "	425	2	3/1		
D	56 '	143.6 "	162	2	2/2	Split Shearwall	38.75/104.7

* Denotes that indicated shearwall is over full depth/width front steel chassis header.

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
MODEL SQ. FT.: 840
BOX SIZE: 16' x 56'

DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
SCALE: 3/16"=1'
PLAN NO.: NS-S006-1656-2
SHEET NAME: PRIMARY PLAN
SHEET NO.: A-2.

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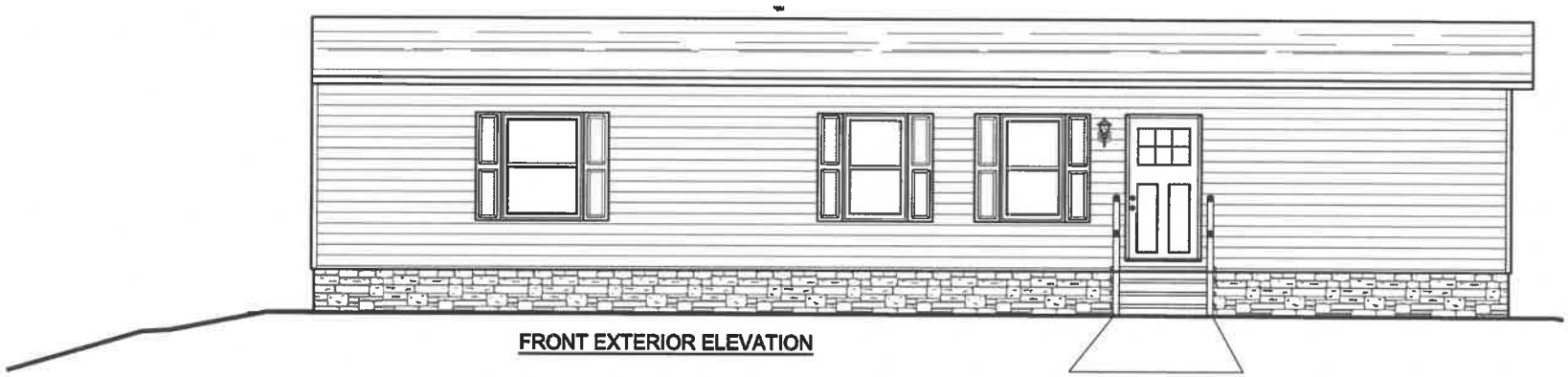
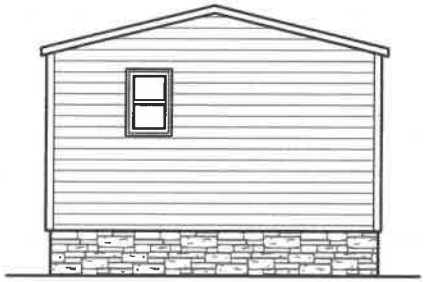
REAR ELEVATION



FRONT EXTERIOR ELEVATION



LEFT ELEVATION

HITCH END
OPT A-1

HITCH END

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
MODEL SQ. FT.: 840
BOX SIZE: 16' x 56'
DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
SCALE: 3/16"=1'
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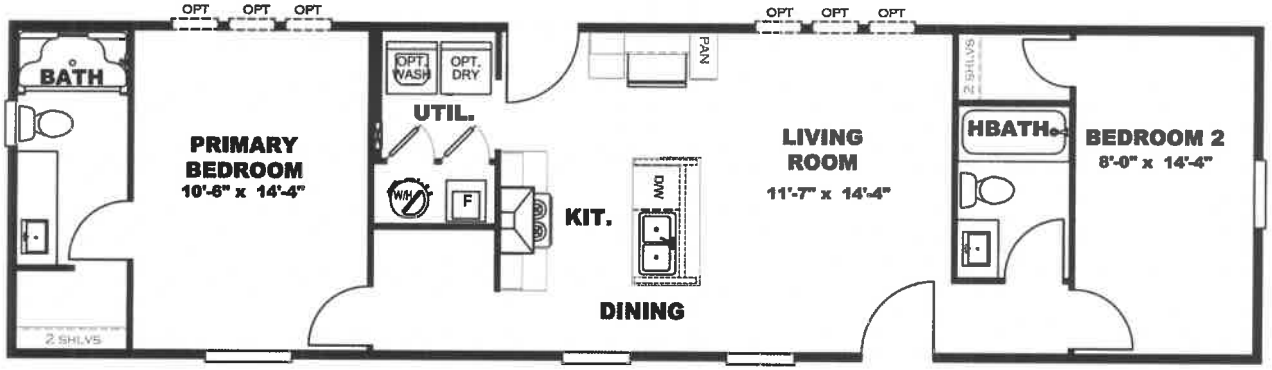
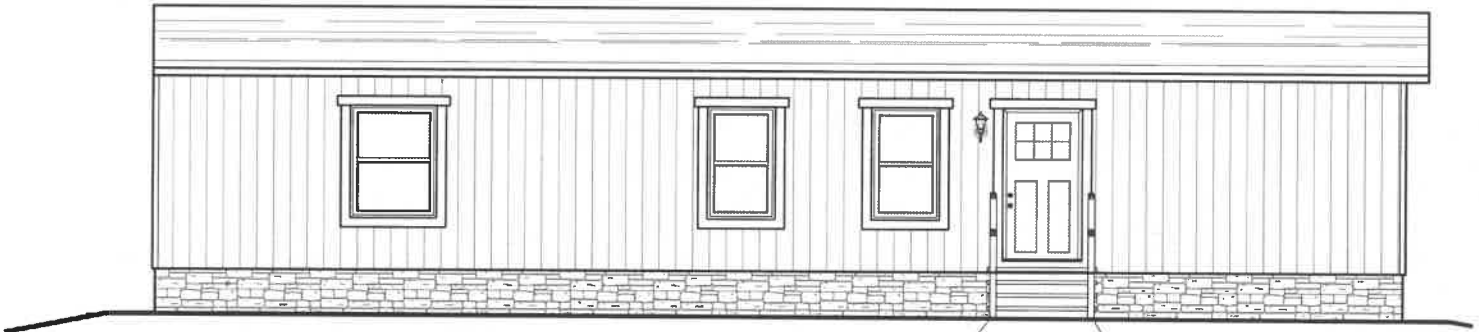
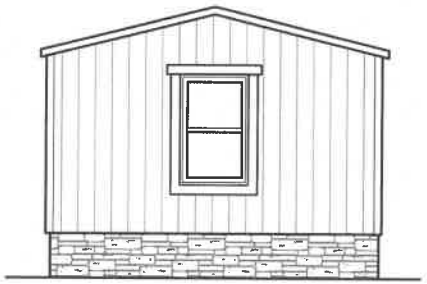




SMART PANEL FRONT EXTERIOR ELEVATION



HITCH END

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
MODEL SQ. FT.: 840
BOX SIZE: 16' x 56'

DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
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SHEET NO.: EX-2.1.

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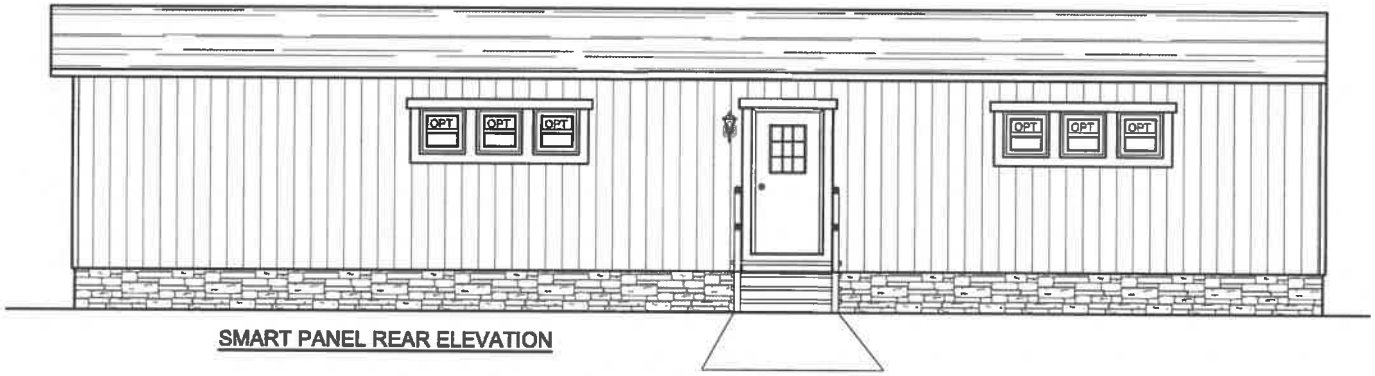
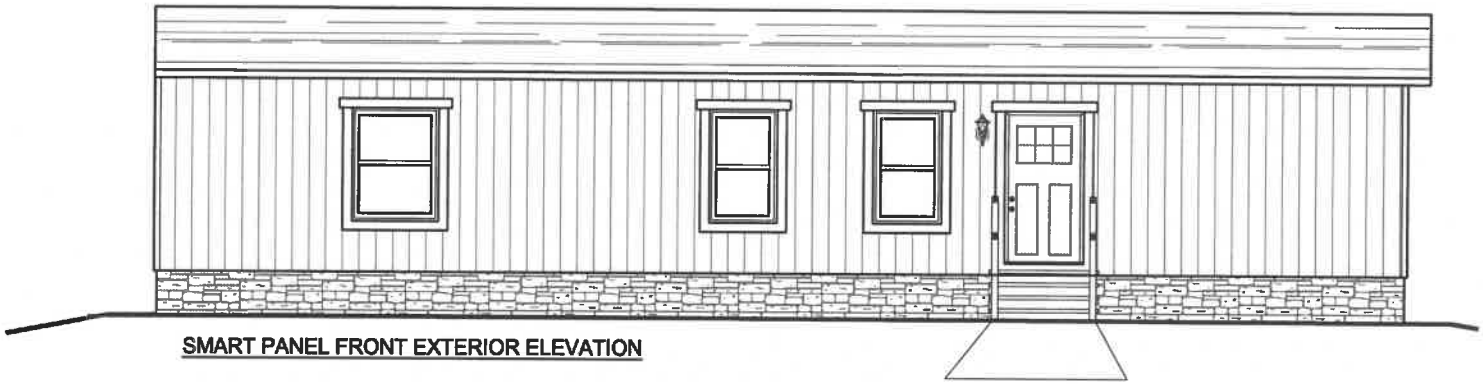
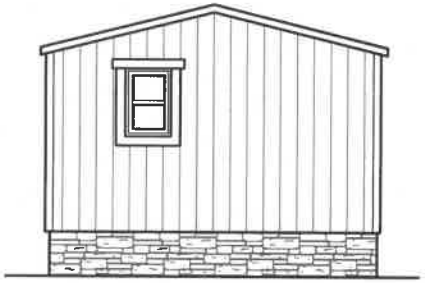


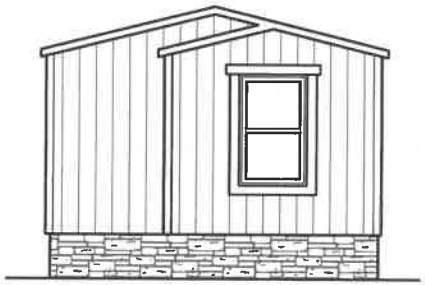
SMART PANEL REAR ELEVATION



SMART PANEL FRONT EXTERIOR ELEVATION

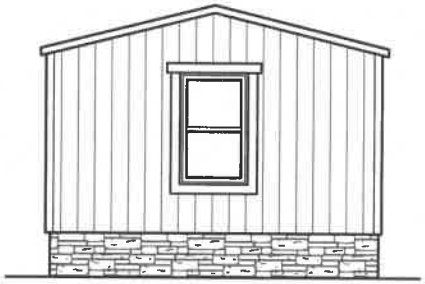


LEFT ELEVATION



HITCH END

OPT A-1



HITCH END

Clayton Built

REVISION	DATE

MODEL NAME: The Spirt

MODEL NO.: MYO16562AH

MODEL SQ. FT.: 840

BOX SIZE: 16' x 56'

DRAWN BY: Alex Whaley

DATE DRAWN: 9/13/2022

DATE PRINTED: 1/3/2024

SCALE: 3/16"=1'

PLAN NO.: NS-S006-1656-2

SHEET NAME: OPT EXTERIORS

SHEET NO.: EX-1.1.

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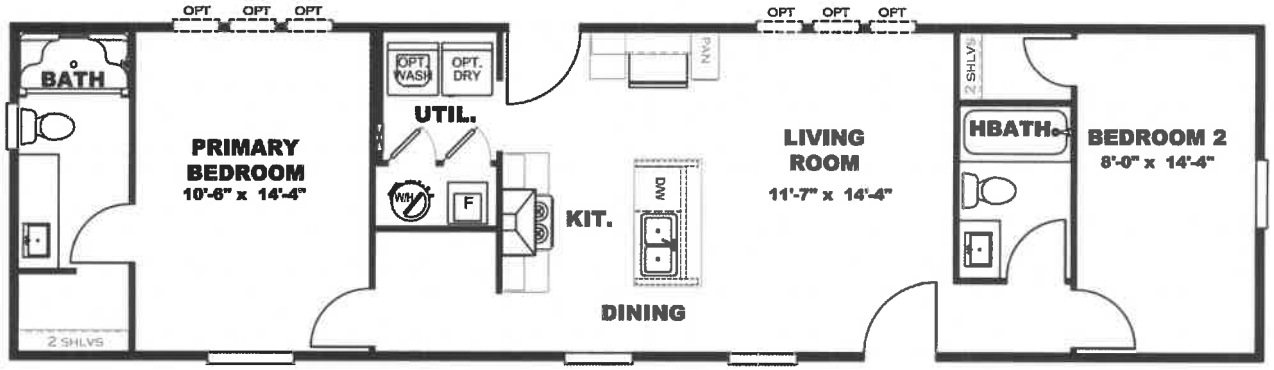

FRONT EXTERIOR ELEVATION

HITCH END

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
MODEL SQ. FT.: 840
BODY SIZE: 16' x 56'

DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
SCALE: 3/16"=1'
PLAN NO.: NS-S006-1656-2
SHEET NAME: EXTERIOR FDS
SHEET NO.: EX-2.

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20 lb ROOF LOAD SIDEWALL OPENING PIER LOAD 16' BOX WIDTH	SIDEWALL OPENING (FT) REQUIRED PIER LOAD (LBS)					
	3	4	5	6	8	10
	1244	1413	1581	1750	2088	2425

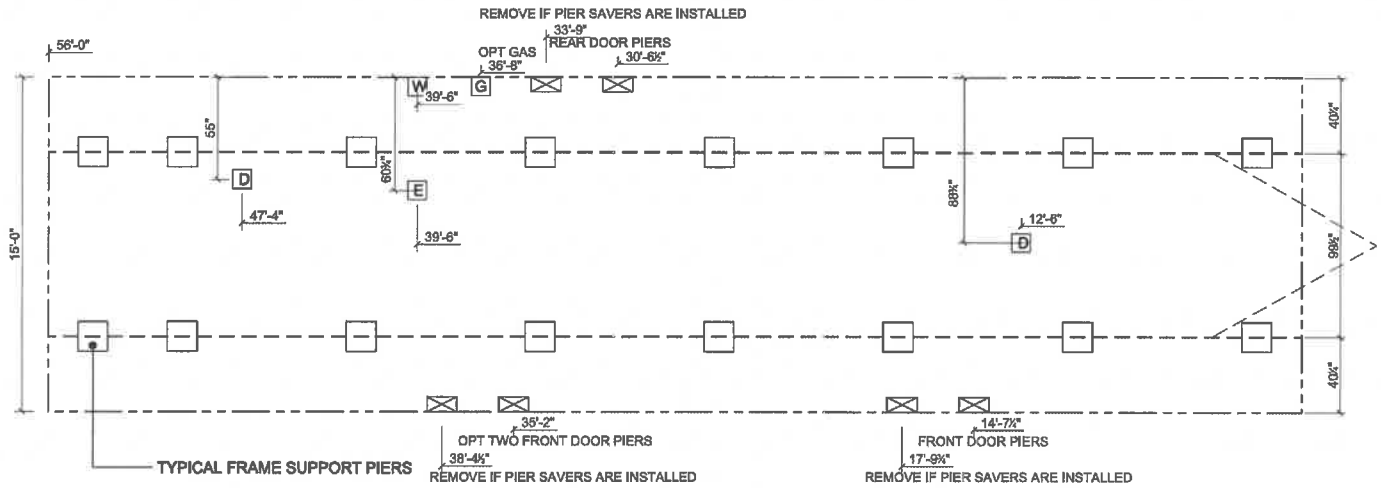
*FOR 30 lb & 40 lb ROOF LOAD REFER TO TABLES 7 & 7a IN THE INSTALLATION MANUAL.

PIER LEGEND

- ☐ = PIER MAIN BEAM
- ▭ = PIER PERIMETER
- ■ = PIER PORCH/RECESSED ENTRY

SERVICE DROP LEGEND

- E = ELECTRICAL DROP
- W = WATER INLET
- D = DWV PLUMBING DROP
- G = GAS INLET



NOTES:

1. REFER TO TABLES 6 AND 6a IN THE INSTALLATION MANUAL FOR LOAD ON FRAME PIER FOOTINGS FOR HOMES THAT DO NOT REQUIRE PERIMETER BLOCKING. REFER TO TABLES 7 AND 7a IN THE INSTALLATION MANUAL FOR LOAD ON FRAME PIER FOOTINGS FOR HOMES THAT REQUIRE PERIMETER BLOCKING. REFER TO TABLES 10 AND 10a TO DETERMINE FOOTING SIZE FOR ALL PIERS.
2. REFER TO TABLE 9 FOR PIER CONFIGURATION AND MAXIMUM ALLOWABLE HEIGHTS. CROSS REFERENCE THE PIER HEIGHT WITH THE MAXIMUM ALLOWABLE FLOOR HEIGHT LISTED IN THE FRAME TIEDOWN CHARTS (TABLE 18, 19, AND 20).
3. THE MAXIMUM SPACING FOR FRAME SUPPORT PIERS FOR 8" I-BEAMS IS 8 FEET, 10" & 12" I-BEAMS IS 10 FEET.
4. SERVICE DROP LOCATIONS IDENTIFIED ARE APPROXIMATE.
5. FLOOR WIDTH SHOWN IS FOR STANDARD PRODUCT ONLY. CONTACT THE MFG FACILITY FOR SPECIFICATIONS OF OPTIONS ORDERED.

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
BOX SIZE: 16' x 56'
MODEL SQ. FT.: 840

DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
SCALE: 3/16"=1'
PLAN NO.: NS-S006-1656-2
SHEET NAME: FRAME PIERS
SHEET NO.: SU-1.

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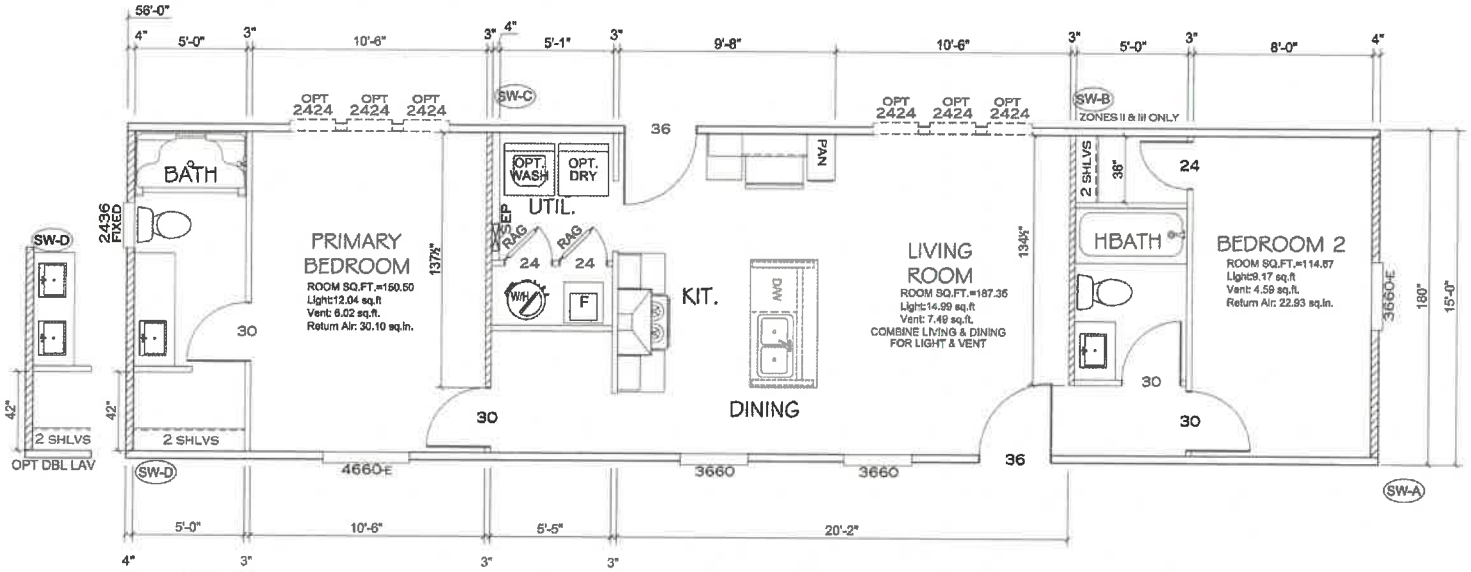
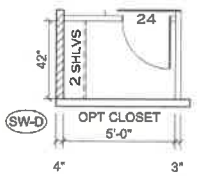
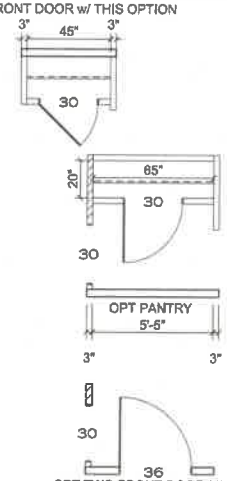




OPT PANTRY REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION



OPT TWO FRONT DOOR MUST USE w/ OPTS COFFEE STATION, OPT BDS WINDOW, OPT BDS PANTRY
N/A w/ FDS PANTRY

OPT COFFEE STATION REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

OPT WINDOW REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

Model # NS-S006-1656-2

Box Width =	180 "	Single wide	Minimum Joist Spacing 16 "
Box Length =	56 ft.	99.5" 12" MIN.IBEAM	No Offset Box
No Skylights			No Clerestory
No Porches			No Origami Dormer
Joist Size =	#2 sp 2x8	Lags 9Mx3"	No Sunken Floor
			No Parapet Roof

Version R13.18

Wind Zone 1 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	2/2	Split Shearwall *	65.75/65.75
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

Wind Zone 1 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
C	39.79 '	128 "	162	2	2/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 2 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
B	13.71 '	116 "	324	2	3/1		
C	39.79 '	124 "	324	2	3/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 3 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
A	0 '	131.5 "	162	2	1/1	Split Shearwall *	65.75/65.75
B	13.71 '	112 "	425	2	3/1		
C	39.79 '	116 "	425	2	3/1		
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

* Denotes that indicated shearw all is over full depth/w idth front steel chassis header.

Model # OPT OFFEST WINDOW

Box Width =	180 "	Single wide	Minimum Joist Spacing 16 "
Box Length =	56 ft.	99.5" 12" MIN. IBEAM	No Offset Box
No Skylights			No Clerestory
No Porches			No Origami Dormer
Joist Size =	#2 sp 2x8	Lags 9Mx3"	No Sunken Floor
			No Parapet Roof

Version R13.18

Wind Zone 1 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist./ Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	135.5 "	162	2	2/2	Split Shearwall *	36/99.5
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

Wind Zone 1 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist / Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	131.5 "	162	2	1/1	Split Shearwall *	36/99.5
C	39.79 '	128 "	162	2	2/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 2 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist / Hitch	Length	PLF	# of Joists	Lags	Notes	
Aopt	0 '	135.5 "	162	2	1/1	Split Shearwall *	36/99.5
B	13.71 '	116 "	324	2	3/1		
C	39.79 '	124 "	324	2	3/1		
D	56 '	143.5 "	162	2	1/1	Split Shearwall	38.75/104.7

Wind Zone 3 Standard Roof			(3/8" sheathing only with 15 gax 1.5" at 5"/10" oc. (197 pli) Chords: 2x4 SPF #3 Top Plate & 2x3 Rail. Each spliced w/ 12" glue block.				96 inch sidewall
Diaphragm Construction:							
Shearwall	Dist / Hitch	Length	PLF	# of Joists	Lags	Notes	SW1/SW2
Aopt	0 '	131.5 "	162	2	1/1	Split Shearwall *	36/99.5
B	13.71 '	112 "	425	2	3/1		
C	39.79 '	116 "	425	2	3/1		
D	56 '	143.5 "	162	2	2/2	Split Shearwall	38.75/104.7

* Denotes that indicated shearw all is over full depth/w idth front steel chassis header

*ALL BEDROOMS ARE UNDER 35' FOR EGRESS

APPROVED
HWC
JAN 04 2024
REVISED
FP-16-3043
Federal Manufactured Home Construction And Safety Standards
6
APPROVED
THIRD PARTY SEAL

Clayton Built

REVISION	DATE

MODEL NAME: The Spirit
MODEL NO.: MYO16562AH
MODEL SQ. FT.: 840
BOX SIZE: 16' x 56'
DRAWN BY: Alex Whaley
DATE DRAWN: 9/13/2022
DATE PRINTED: 1/3/2024
SCALE: 3/16"=1'
PLAN NO.: NS-S006-1656-2
SHEET NAME: PRIMARY PLAN
SHEET NO.: A-1.

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CIRCUIT	CIRCUIT #	WIRE	BREAKER
LIGHT/RECEP	1A,3A,1C	14-2	15-SP
LIGHT/RECEP	1B,3B	14-2	15-SP
KITCHEN	2A,2B	12-2	20-SP
WASHER	12A	12-2	20-SP
RANG HOOD/ MICROWAVE	15B	SEE NOTE #8	
OPT. GAS RANG	15A	SEE NOTE #8	

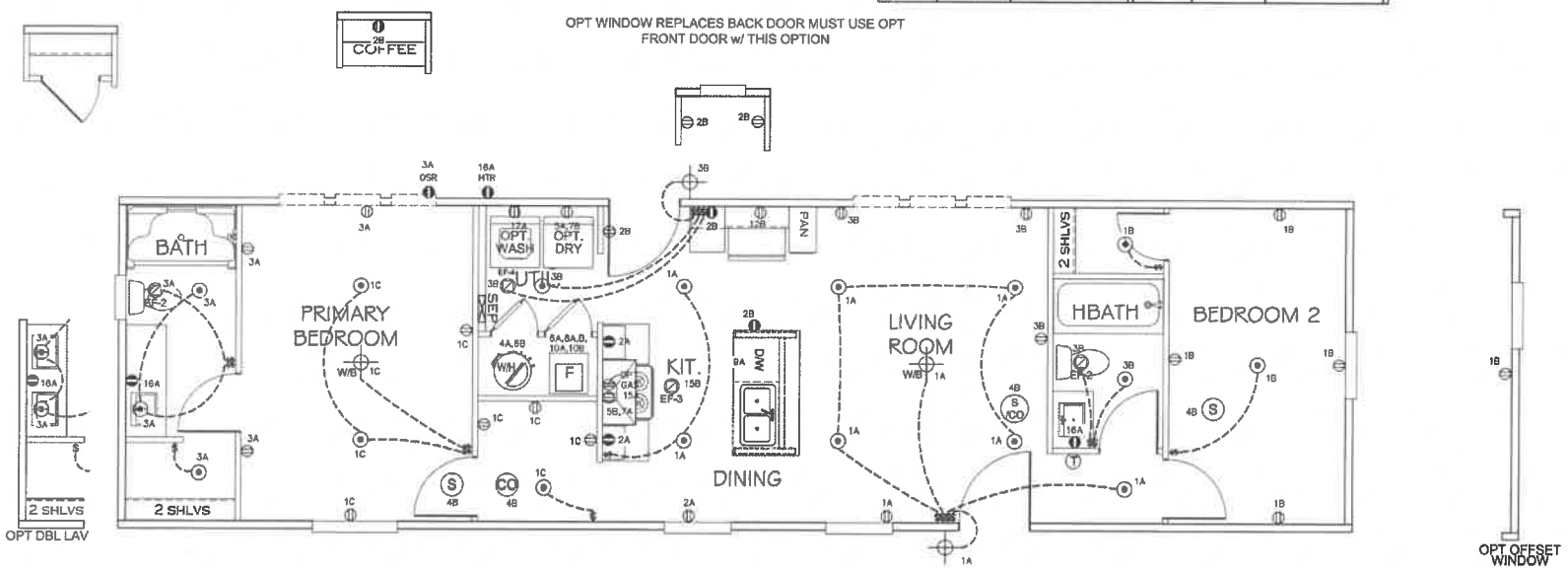
CIRCUIT	CIRCUIT #	WIRE	BREAKER
DRYER	5A,7B	SEE NOTE #8	
WATER HEATER	4A,6B	SEE NOTE #8	
RANGE	5B,7A	SEE NOTE #8	
FURNACE	5A,5A,B, 10A,B	SEE NOTE #8	
OPT DWASH	9A	SEE NOTE #8	
SMOKE/CO DECT.	4B	SEE NOTE #8	
REFER	12B	SEE NOTE #8	

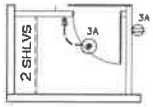
CIRCUIT	CIRCUIT #	WIRE	BREAKER
BATHROOM	16A	12-2	20-SP
OPT G/DISP	9B	SEE NOTE #8	
OPT SPA/ HEATER	11A,B	SEE NOTE #8	
FREEZER	N/A	SEE NOTE #8	
OPT ELEC. FIREPLACE	N/A	SEE NOTE #8	

OPT PANTRY REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

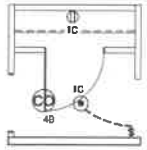
OPT COFFEE STATION REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

OPT WINDOW REPLACES BACK DOOR MUST USE OPT FRONT DOOR w/ THIS OPTION

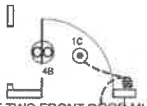




OPT CLOSET



OPT PANTRY



OPT TWO FRONT DOORS MUST USE w/ OPTS COFFEE STATION, OPT BDS WINDOW, OPT BDS PANTRY
N/A w/ FDS PANTRY

NOTES:

1. ALL CIRCUITS SHOWN ARE FOR REFERENCE AND MAY BE CHANGED BASED ON OPTIONAL COMPONENTS INSTALLED IN THE HOME.
2. REFER TO DAPIA MANUAL FOR SYMBOL CHART.
3. EITHER LIGHT OR RECEPTACLE MUST CONNECT TO SWITCH.
4. EF-1= 50 CFM EXHAUST FAN REQUIRED FOR THERMAL ZONE III THERMAL ZONES I & II MAY USE FAN OR WINDOW W/1.5 SQ. FT. OPENABLE GLASS.
5. EF-2= 50 CFM EXHAUST FAN REQUIRED THERMAL ZONE I, II, AND III.
6. EF-3= 100 CFM RANGE EXHAUST FAN, SWITCH AT HOOD.
7. EF-4= WHOLE HOUSE VENTILATION REQUIREMENTS PER DAPIA MANUAL.
8. REFER TO DAPIA MANUAL OR THE MFG. INSTALLATION INSTRUCTIONS FOR PROPER WIRE SIZE AND BREAKER SIZE FOR SPECIFIC APPLIANCE AND MODEL BEING INSTALLED.
9. ALL SMOKE ALARMS TO BE LOCATED ON THE CEILING.
10. CARBON MONOXIDE ALARMS ARE ONLY REQUIRED WHEN HOME HAS EITHER FUEL BURNING APPLIANCES, IS GARAGE READY OR IS BASEMENT READY. REFERENCE DAPIA MANUAL FOR ADDITIONAL INFORMATION.
11. DIMENSIONS SHOWN ON PRINT ARE APPROXIMATE AND TO BE USED ONLY AS A GUIDELINE.

APPROVED
HWC
JAN 04 2024
REVISED
FP-16-3043
Federal Manufactured Home Construction And Safety Standards
APPROVED
THIRD PARTY SEAL

Clayton Built

MODEL NAME	The Spirit
MODEL NO.	MYO16562AH
BOX SIZE	16' x 56'
MODEL SQ. FT.	840
DRAWN BY	Alex Whaley
DATE DRAWN	9/13/2022
DATE PRINTED	1/3/2024
SCALE	3/16"=1'
PLAN NO.	NS-S006-1656-2
SHEET NAME	ELEC PLAN
SHEET NO.	EL-1.

DATE
REVISION

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APPENDIX D: BID FORM

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

To: NCNMEDD
Attn. Procurement Manager
644 Don Gaspar Ave
Santa Fe, NM 87505

From: _____
Name of Bidder

_____
Mailing Address

_____
City, State & Zip

Responses to Mandatory Specifications

Mandatory Specification	YES	NO
Bidder certifies that it is qualified to perform and agrees to perform and provide the items and services required.		
Bidder has attached its current MHD-2 Manufactured Housing Division Dealer/Installer License/s.		
Bidder certifies it is in good standing with the New Mexico Regulation and Licensing Department (RLD) and the Manufactured Housing Division (MHD).		
Bidder certifies it has insurance coverages with limits listed in Exhibit C: Contract and will list NCNMEDD as an additional insured if awarded.		
Bidder has attached proof of Surety Bond as required for licensed manufactured housing dealers in New Mexico. Installers must maintain a $10,000 bond; dealers are required to maintain a $50,000 bond.		
Bidder can meet NCNMEDD's demand for housing units, including 15-20 units, ordered one or two at a time, over a period of nine months.		
Bidder can deliver each housing unit within 8-10 weeks of order.		
Bidder can deliver housing units to locations throughout the State of New Mexico.		
Bidder agrees to perform the Additional Responsibilities in Section IV.B.3.		

Bidders MUST mark either the "Yes" column or the "No" column for EACH Mandatory Specification. Marking the "No" column, or not marking either column, may lead to the bid being declared non-responsive and being disqualified on that basis.

Price(s) Bid

Responding to Invitation to Bid No. 2026-02 due not later than October 30, 2025, the undersigned Bidder agrees to furnish and deliver the required product(s) or service(s) bid per the specifications upon receipt of a Work Order from NCNMEDD.

1. Total Bid Price

a. Total Bid per Housing Unit meeting the Specifications listed below:

$_____.00

b. Total Amount Bid Written in Words:

_____

c. Additional Information (Brand/Model Number, etc.)

_____

For Reference: Manufactured or Modular Home Specifications

- Single-wide, 16' x 60', 2 bedrooms, 2 bathrooms (main bath must have a walk-in shower) Example: Clayton Spirit or similar
- HUD-compliant installation
- ADA-compliant toilets, skirting, and refrigerated air system
- Ensure each home includes:
  - Two sets of exterior stairs (and ramps if needed)
  - Skirting installed
  - X1-2 installed
  - Electrical service (100 or 200 amps depending on site requirements)

2. **Total Amount of NM Gross Receipts Tax**……(_____%) $_____
(This amount is for planning purposes only and will not be considered when comparing bids)

3. Additional Costs

Item Description	Estimated Cost

This bid will be judged based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Contract award will be to the fully responsive and responsible bidder offering the lowest "Total Amount Bid", above.

Please check your calculations before submitting your bid; NCNMEDD will not be responsible for Bidder miscalculations.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

_____	_____
Bidder Name	Signature of Authorize Representative
_____	_____
Address	Name of Authorized Representative
_____	_____
City, State, Zip Code	Title of Authorized Representative
_____	_____
Telephone Number	Date

APPENDIX E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date(s) Contribution(s) Made: _____

_____

_____

Amount(s) of Contribution(s): _____

_____

_____

Nature of Contribution(s): _____

_____

_____

Purpose of Contribution(s): _____

_____

_____

*Attach extra pages if necessary

_____ _____

Signature Date

_____

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (position)

APPENDIX F: RESIDENT AND RESIDENT VETERANS PREFERENCE CERTIFICATION

ITB #2026-02: SENIOR MOBILE HOME REPLACEMENT PROGRAM

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

__In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

__I understand that knowingly giving false or misleading information on this report constitutes a crime.

__I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.