

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT
DISTRICT (NCNMEDD)**

REQUEST FOR PROPOSALS (RFP)

Housing Rehabilitation and Construction Services



RFP# 2024-09

Released: April 3, 2024

Deadline: April 30, 2024

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central New Mexico Economic Development District (NCNMEDD) is seeking multiple New Mexico contractors with a GB-98 or GB-2 license to improve the homes of older adults age 60+ and to rehabilitate and/or develop workforce housing units. Contractor/s must be licensed New Mexico businesses in good standing with employee protections such as workers compensation insurance. Contractor/s must agree to list NCNMEDD as an additional insured.

Contractors selected through this RFP will be placed on an on-call list with NCNMEDD. When Senior Home Repair or Workforce Housing projects are initiated in the Contractor's service area, NCNMEDD will notify all on-call contractors in the service area of the specific project or projects. On-call contractors in the service area will have an opportunity to submit a cost estimate or estimates for the project/s. NCNMEDD may select one or more contractors to complete the specific project/s based on cost, availability, and/or construction experience. NCNMEDD will issue contracts to on-call contractors the first time the contractor is selected for a project. Additional projects will be incorporated into the contract by work order.

B. BACKGROUND INFORMATION

NCNMEDD is a council of governments and a local public body within the State of New Mexico, serving the counties of Santa Fe, Los Alamos, Rio Arriba, Taos, Mora, Colfax, and San Miguel. NCNMEDD is also 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 County.

C. SCOPE OF PROCUREMENT

Offeror/s may submit proposals for one or both of the following Scopes of Work:

1. **SENIOR HOME REPAIR:** Rehabilitation of existing homes for older adults age 60+ throughout the State of New Mexico, excluding Bernalillo County. Rehabilitation work is not expected to exceed \$25,000 per home and will focus primarily on mitigating health and safety hazards and improving accessibility. **Contractor/s will be responsible for: 1) cost estimating; 2) quality construction work, including all materials and labor; and 3) required building inspections and permitting.** Examples of work to be performed include:

- Flooring upgrade or replacement to ensure the safety of the person, prevent falling, and/or improve mobility.
- Roll-in showers, sink modifications, sink cut-outs, bathtub modifications, toilet modifications.
- Turnaround space modifications, door widening.
- Cabinet development or adjustments.
- Ramps to provide access into and within the home.
- Widening /enlargement of garage or carport to accommodate primary vehicle and to

- allow people using wheelchairs to enter and exit their vehicles safely.
- Grab bars and handrails.
- Doorbells, door scopes and adaptive wall switches.
- Activities which address a health and safety issue in the home, such as adding insulation, repairing leaks, replacing furnaces, etc.

2. **WORKFORCE HOUSING:** Rehabilitation of existing homes, multi-family housing, motels, and/or small commercial buildings for workforce housing units in north central New Mexico (Rio Arriba, Taos, San Miguel, Colfax, Mora, Santa Fe and/or Los Alamos counties). Costs for these projects will range widely. **Contractor/s will be responsible for: 1) cost estimating; 2) quality construction work, including all materials and labor; and 3) required building inspections and permitting.**

Neither scope of work requires payment of Davis Bacon wages.

D. PROCURMENT MANAGER

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

Name:	Bernadette Segobia-Abeyta
	Procurement Manager
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Telephone:	505-609-9439
Email:	bernadettes@ncnmedd.com

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

Name:	Bernadette Segobia-Abeyta
Reference:	RFP # 2024-09: Housing Rehabilitation and Construction Services
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Email:	bernadettes@ncnmedd.com

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors 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.9.** As A Protest Manager has been named in this Request for Proposals, 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 Request for

Proposals. 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 of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the North Central New Mexico Economic Development District.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 am through 5:00 pm Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 pm Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for selection of on-call contractors. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the

delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**State (the State)**” means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.).

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	April 3, 2024
2. Acknowledgement of Receipt	Potential Offerors	April 12, 2024
3. Deadline to Submit Questions	Potential Offerors	April 17, 2024
4. Response to Written Questions	Procurement Manager	April 22, 2024
5. Submission of Proposal	Potential Offerors	April 30, 2024
6. Proposal Evaluation	Evaluation Committee	By May 3, 2024
7. Selection of On-Call Contractors	Evaluation Committee	May 6, 2024
8. Contract Award	Agency/On-Call Contractors	Contracts/work orders issued for specific

		projects, see Section II.B.8 below
9. Protest Deadline	Agency	May 21, 2024

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II.A., above.

1. Issuance of RFP

This RFP is being issued on behalf of NCNMEDD on **April 3, 2024**.

2. Optional Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt of Request for Proposals 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 **April 12, 2024**. The procurement distribution list will be used for the distribution of written responses to questions and any other notifications regarding the procurement.

3. Deadline to Submit Written Questions

Potential Offerors may email written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm MDT on **April 17, 2024**. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to all written questions will be emailed **April 22, 2024** to all potential Offerors whose organization name appears on the procurement distribution list.

5. Submission of Proposal

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 **APRIL 30, 2024**. **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 RFP # 2024-09: Housing Rehabilitation and Construction Services. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors that submit proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Protest Deadline of May 21, 2024.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Offerors.

7. Selection of On-Call Contractors

After review of proposals by the Evaluation Committee, Contractors selected through this RFP will be placed on an On-Call Contractors List with NCNMEDD. When Senior Home Repair or Workforce Housing projects are initiated in the Contractor's service area, NCNMEDD will notify all on-call contractors in the service area of the specific project or projects. On-call contractors in the service area will have an opportunity to submit a cost estimate or estimates for the project/s. NCNMEDD may select one or more contractors to complete the specific project/s based on cost, availability, and/or qualifications.

8. Contract Awards

NCNMEDD will issue contracts to on-call contractors the first time the contractor is selected for a project. Work orders will be incorporated into the contract for each project.

Offeror's inclusion in the On-Call Contractors List does not guarantee that a contract will be issued to the Offeror by NCNMEDD.

9. Protest Deadline

If an Offeror is not selected for the On-call Contractors List, the Offeror may file a protest timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, 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 Request for Proposals.

The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Daylight Time on **May 21, 2024**. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. 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:

Monica Abeita, Protest Manager at NCNMEDD
644 Don Gaspar
Santa Fe, NM 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II of this RFP, by completing and signing APPENDIX B: Letter of Transmittal Form.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of proposed equipment and/or systems shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP. The Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including cost information, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until the Protest Deadline of May 21, 2024. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
 - i. Confidential financial information concerning the Offeror's organization; and
 - ii. Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in APPENDIX G: Sample Contract. However, the contracting Agency reserves the right to negotiate provisions in addition to those contained in this Sample Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the

proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

20. Notice of Penalties

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

21. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NCNMEDD.

24. Confidentiality

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

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern.

27. New Mexico Employees Health Coverage

- a. If the Offeror 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 the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Agency exceed \$250,000 dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree 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
<http://www.insurenemexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s)

meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

29. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - Violation of Federal or state antitrust statutes related to the submission of offers; or
 - The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Agency. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Agency may terminate the involved contract for cause. Still further the Agency may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Agency.

30. Preferences

New Mexico, Veterans and Native American Preferences shall not apply because the resulting contract/s will be paid from federal funds.

31. Performance Surety Bond

Because this RFP seeks licensed NM contractors, offeror(s) must present a Performance Surety Bond, which upon execution of a contract, shall be made in favor of the Agency, to insure the Contractor's performance upon any subsequent contract award.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Hard Copy Responses: Offeror may submit one hard copy proposal. Hard copies must be typewritten on standard 8 ½ x 11-inch paper.

Or

Electronic Responses: Offeror may submit its proposal via email provided that all proposal contents are included in a single .pdf attachment.

Proposals must be received no later than Deadline, April 30, 2024.

C. PROPOSAL FORMAT

All proposals must contain the following items in order shown below:

ITEM	OPTIONAL OR REQUIRED	DIRECTIONS
APPENDIX A: Acknowledgement of Receipt	Optional	Fill out, sign and date to be placed on the procurement distribution list and to receive notifications regarding RFP #2024-09.
APPENDIX B: Transmittal Form	Required	Fill out, sign and date
APPENDIX C: Qualifications & Requirements	Required	Fill out, sign and date
NM Business License	Required	Attach copy
NM Contractors License	Required	Attach copy
Performance Bond	Required	Attach copy
APPENDIX D: Cost Information	Required	Fill out, sign and date
APPENDIX E: Campaign Contribution Form	Required	Sign and date
APPENDIX F: References	Required	Send to three references. References must email responses to the Procurement Manager by the deadline.

APPENDIX G: Sample Contract	Optional	Indicate alternate terms and conditions requested, if any.
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IV. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual Offeror proposals by sub-category.

Evaluation Criteria	Maximum Points
a. Construction Experiences (Appendix C)	
a. Offeror has relevant construction experience and provides construction services in one or more NM counties other than Bernalillo County.	40
b. Offeror has a current NM business license	Pass/Fail
c. Offeror has a current NM contractor's license (GB-98 or GB-2)	Pass/Fail
d. Offeror has a performance bond	Pass/Fail
b. Minimum Qualifications & Requirements (Appendix C) Offeror meets or can meet all minimum qualifications and requirements of this RFP.	Pass/Fail
c. Cost Information (Appendix D) Offeror's cost information is reasonable and falls within the budgets described in the Scope of Work.	40
d. References (Appendix F)	15 (5 points per reference)
e. Workforce Training (Appendix C) Contractor's willingness to employ apprentices enrolled in NCNMEDD's workforce training program.	5
Total Maximum Points	100

B. EVALUATION FACTORS

1. Construction Experience

Points will be awarded based the Offeror's response to Appendix C, Section 1, including the types of construction with which the Offeror has experience and the scope of the Offeror's service area. Copies of current NM business license, contractor's license, and performance bond are required; no points are awarded for the licenses and bond.

2. Minimum Qualifications & Requirements

Points will be awarded based upon the Offeror’s response to Appendix C, Section 2. This section is required; no points are awarded.

3. Cost Information

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} = X \text{ Available Award Points}$$

4. References

Offerors should provide a minimum of three (3) references from construction clients within the last three (3) years. **Offerors shall send APPENDIX F: Reference Questionnaire, to three references. The references must mail or email their completed questionnaires directly to the Procurement Manager so that it is received by the deadline of April 30, 2024.** It is the Offeror’s responsibility to ensure the completed forms are received on or before the deadline for inclusion in the evaluation process.

References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the references), in its evaluation of Offeror responsibility.

5. Workforce Training

NCNMEDD is leading a workforce development project (Northern New Mexico Workforce Integration Network—WIN) focused on construction/skilled trades. Offeror/s that are willing to employ WIN apprentices in their construction activities will receive an five (5) points.

6. Other Required Forms

a. Letter of Transmittal Form

Offeror’s proposal must include APPENDIX B: Letter of Transmittal Form, which must be completed and signed by an individual person authorized to obligate the company.

b. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return APPENDIX E: Campaign Contribution Disclosure Form, as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification. This must be accomplished whether or not an applicable contribution has been made.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.17.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. Responsive Offerors scoring more than 50 points will be included in the On-Call Contractors List. ease note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A: OPTIONAL ACKNOWLEDGEMENT OF RECEIPT FORM

This form is optional but is required if you wish to receive notices associated with this RFP.

**REQUEST FOR PROPOSAL RFP # 2024-09:
Housing Rehabilitation and Construction Services**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **April 12, 2024**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Bernadette Segobia-Abeyta, Procurement Manager, bernadettes@ncnmedd.com
NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505

APPENDIX B: TRANSMITTAL FORM

REQUEST FOR PROPOSAL RFP # 2024-09: Housing Rehabilitation and Construction Services

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL.
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL. DO NOT LEAVE ANY ITEM BLANK.**
(N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____

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

APPENDIX C: QUALIFICATIONS & REQUIREMENTS

SECTION 1: CONSTRUCTION EXPERIENCE

a. **Please check all areas in which the Offeror has construction experience:**

Type of Project	Check Here
*Residential rehabilitation/remodeling	
*Residential new construction	
**Multifamily rehabilitation/remodeling	
**Multifamily new construction	
Commercial/office rehabilitation/remodeling	
Commercial/office new construction	
Conversion of motels/hotels into apartments	
Adaptive reuse of buildings	
Accessibility improvement	
Assembly of modular or prefabricated housing	

*Residential includes single-family homes, townhomes, condos, duplexes, triplexes and fourplexes.

**Multifamily includes apartments and structures with five or more units.

b. **In what counties within the State of New Mexico do you provide construction services?
Please list all counties where you work in the box below.**

List all counties here...

c. **Are you willing to employ apprentices enrolled in NCNMEDD’s workforce development program in projects you are contracted to undertake for NCNMEDD?**

Yes _____ No _____

d. **Check to indicate which Scope/s of Work for which you plan to submit a proposal:**

_____ Senior Home Repair

_____ Workforce Housing

SECTION 2: MINIMUM QUALIFICATIONS & REQUIREMENTS

Offeror:

- a. Agrees to perform the services required by RFP# 2024-09 and to adhere to all requirements, specifications, terms, and conditions of such RFP.
- b. Certifies that it holds an active business license with the State of New Mexico.
PLEASE ATTACH COPY OF BUSINESS LICENSE
- c. Certifies that it is a contractor with a current GB-98 or GB-2 license in the State of New Mexico.
PLEASE ATTACH COPY OF CONTRACTOR'S LICENSE
- d. Certifies that it has or has the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award.
PLEASE ATTACH COPY OF BOND
- e. Certifies that it possesses professional liability insurance, in accordance with Section 8.I of 2.2.2 NMAC, covering any error or omission committed during the term of any contract awarded under this RFP.
- f. Certifies that it has an internal quality control system in place and external quality control reviews conducted in accordance with Section 14.C of 2.2.2 NMAC.
- g. Certifies that it will provide all reasonable and commercially accepted measures to ensure the security and confidentiality of information and data provided by NMAC.
- h. Certifies that it is independent and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under any contract entered into by NCNMEDD and the Offeror.
- i. Certifies that it has a positive net worth as of the submission date of its proposal and that it shall maintain a positive net worth for the duration of any contract entered into with NCNMEDD.
- j. Certifies that it will comply with confidentiality requirements as stated in the contract.
- k. Certifies that it will comply with all requirements of the most recent Audit Rule.

By signing below, I certify that all information provided in Appendix C is true and correct.

Authorized Signature

_____, 20____
Date

ATTACH COPY OF NEW MEXICO BUSINESS LICENSE HERE

**ATTACH COPY OF NEW MEXICO GB-98 OR GB-2
CONTRACTORS LICENSE HERE**

ATTACH COPY OF PERFORMANCE BOND HERE

APPENDIX D: COST INFORMATION

Due to high inflation for construction projects and the fact that this RFP does not identify specific building projects, NCNMEDD requests actual or per square footage construction costs for a minimum of three recent projects completed in the last three years. Please note this does not bind NCNMEDD to pay similar costs for projects assigned through a potential contract with NCNMEDD as a result of this RFP.

1. Project #1

Name of Project (Optional): _____

Year Completed: _____

This project was: _____ Rehabilitation OR _____ New Construction (check one)

Briefly describe the scope of work in the box below:

Cost per square foot: \$ _____ per square foot

OR

Total cost: \$ _____

Was the project completed within budget? _____ Yes _____ No

2. Project #2

Name of Project (Optional): _____

Year Completed: _____

This project was: _____ Rehabilitation OR _____ New Construction (check one)

Briefly describe the scope of work in the box below:

Cost per square foot: \$ _____ per square foot

OR

Total cost: \$ _____

Was the project completed within budget? _____ Yes _____ No

3. Project #3

Name of Project (Optional): _____

Year Completed: _____

This project was: _____ Rehabilitation OR _____ New Construction (check one)

Briefly describe the scope of work in the box below:

Cost per square foot: \$ _____ per square foot

OR

Total cost: \$ _____

Was the project completed within budget? _____ Yes _____ No

By signing below, I certify that all information provided in Appendix D is true and correct.

Authorized Signature

_____, 20_____
Date

APPENDIX E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

REQUEST FOR PROPOSAL RFP # 2024-09: Housing Rehabilitation and Construction Services

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 request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“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: REFERENCE QUESTIONNAIRE

REQUEST FOR PROPOSAL RFP # 2024-09: Housing Rehabilitation and Construction Services

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Procurement Manager by **April 30, 2024**, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to NCNMEDD by e-mail at:

Name: Bernadette Segobia-Abeyta, Procurement Manager
Email: bernadettes@ncnmedd.com

This completed form must be submitted no later than 5:00 pm Mountain Daylight Time on **April 30, 2024**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the North Central New Mexico Economic Development District Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference: _____

Contact name and title/position _____

Contact telephone number _____

Contact e-mail address _____

Project description; _____

Project dates (starting and ending); _____

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

2. How would you rate this firm's knowledge and expertise?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX G: SAMPLE CONTRACT

Please note any alternate terms and conditions or changes to terms and conditions in the box below, or on the Sample Contract itself:

List alternate terms and conditions here...

North Central New Mexico Economic Development District

Agreement No. _____

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 [CONTRACTOR], 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 the **RFP # 2024-09: Housing Rehabilitation and Construction Services**, and the Contractor’s response to such document(s) are incorporated herein by reference, except for the average square foot cost in Appendix D: Cost Response Form, which was non-binding; and

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

1. **Definitions.**

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

C. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "We," "us" or "our" refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

F. "You" and "your" refers to **Contractor**.

2. **Scope of Work.**

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

3. **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 **[\$[AMOUNT]]** for work on multiple projects and 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 NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** 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. The Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Work Order that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of ten thousand dollars (\$10,000.00) in the name of the Procuring Agency. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the Procuring Agency as a result of Contractor's failure to perform.

The Procuring Agency may require that the Contractor increase the amount of the Performance Bond if working on a Deliverable with critical project execution concerns. The increase will be in an amount appropriate to the Deliverable and agreed to by Procuring Agency and Contractor. The increased Performance Bond shall be remain in effect until completion of the Deliverable and its approval and acceptance by the Procuring Agency.

4. 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 [DATE] 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.

5. **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.**

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the New Mexico Mortgage Finance Authority (MFA) for the performance of this Agreement. If sufficient appropriations and authorization are not made by MFA, 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.

7. **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 state 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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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, the Department of Finance and Administration and the State Auditor. The Procuring Agency 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.

16. **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.

17. **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.

18. **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 State Purchasing Agent or agency or entity.

19. **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:

[CONTACT INFORMATION]

To the Contractor:

[CONTACT INFORMATION]

20. **Succession**

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

21. **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.

22. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico 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 and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **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.

24. **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 State 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 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>.

25. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico 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 and the Risk Management Division of the New Mexico General Services Department by certified mail.

26. **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 State 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 State 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 State 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.

27. **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.

28. **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.

29. **Inspection of Plant.**

The Procuring Agency or State Purchasing Agent or 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.

30. **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 State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **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.

32. **Release.**

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

33. **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.

34. **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:

[PERSONNEL]

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.

35. **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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. **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.

37. **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 STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. **Insurance.**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department 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 and 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.

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.

By:

Date:

By:

Date:

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

GENERAL SCOPE OF WORK

Contractor shall provide Housing Rehabilitation and Construction Services as described in RFP # 2024-09:

3. **SENIOR HOME REPAIR:** Rehabilitation of existing homes for older adults age 60+ throughout the State of New Mexico, excluding Bernalillo County. Rehabilitation work is expected to improve 60 homes, not to exceed \$25,000 per home and will focus primarily on mitigating health and safety hazards and improving accessibility. **Contractor/s will be responsible for: 1) cost estimating; 2) quality construction work, including all materials and labor; and 3) required building inspections and permitting.** Examples of work to be performed include:
 - Flooring upgrade or replacement to ensure the safety of the person, prevent falling, and/or improve mobility.
 - Roll-in showers, sink modifications, sink cut-outs, bathtub modifications, toilet modifications.
 - Turnaround space modifications, door widening.
 - Cabinet development or adjustments.
 - Ramps to provide access into and within the home
 - Widening /enlargement of garage or carport to accommodate primary vehicle and to allow people using wheelchairs to enter and exit their vehicles safely.
 - Grab bars and handrails.
 - Doorbells, door scopes and adaptive wall switches.
 - Activities which address a health and safety issue in the home, such as adding insulation, repairing leaks, replacing furnaces, etc.
4. **WORKFORCE HOUSING:** Rehabilitation of existing homes, multi-family housing, motels, and/or small commercial buildings for workforce housing units in north central New Mexico (Rio Arriba, Taos, San Miguel, Colfax, Mora, Santa Fe and/or Los Alamos counties). **Contractor/s will be responsible for: 1) cost estimating; 2) quality construction work, including all materials and labor; and 3) required building inspections and permitting.**

PROCESS

The Contractor shall follow this process below for Housing Rehabilitation and Construction Work:

1. Procuring Agency's Housing Coordinator will identify one or more properties for rehabilitation and will provide an assessment of the property or properties and their condition to the Contractor.
 - a. The Housing Coordinator will send to the Contractor a Request for Estimate Form. The form will list all items needing repair or inspection. If the Contractor finds that additional work is needed, the Contractor will request approval from the Housing

Coordinator to include additional items in the quote The Contractor will have 10 business days to complete and return the cost estimates to the Housing Coordinator.

2. Contractor will inspect the property and will provide the Housing Coordinator with a written estimate, which lists all repairs and estimate costs recommended by the Contractor. The Contractor shall also indicate on the estimate: 1) estimated timeframe and schedule to complete the repairs; 2) the personnel who will work on the project; 3) any special conditions or concerns; 4) whether travel expenses will be incurred. Additional information may be requested by the Housing Coordinator.
3. Once the Contractor’s estimate is approved by the Housing Coordinator, the Housing Coordinator will provide to the Contractor a signed Work Order and the contractor may schedule and begin work. **The Contractor shall not commence work until the Work Order is approved by the Housing Coordinator. The Contractor shall not be paid for any work performed without approval.**
4. The Contractor shall apply for and obtain all required permits and inspections and provide documentation of those to the Housing Coordinator.
5. Upon completion of the Work Order, or phases of the Work Order, the Housing Coordinator will inspect and approve the work. The Procuring Agency has the right to inspect work in progress at any time.

COMPENSATION

Contractor may invoice Procuring Agency for the following types of work either on a single invoice, provided that the following items are separated from each other.

1. Rehabilitation and Construction Work

The Contractor shall invoice Procuring Agency for construction labor and materials as follows:

- 20% of the cost estimate prior to starting work. This will enable the Contractor to purchase materials for the project.
- An additional 20% of the cost estimate at 40% completion.
- An additional 20% of the cost estimate at 80% completion.
- An additional 20% of the cost estimate upon completion and after the Housing Coordinator has inspected the Deliverable and approved the final invoice for payment.

2. Hourly Services

Contractor may bill Procuring Agency for hourly services associated with Housing Rehabilitation and Construction services at the hourly rate of \$50.00 per hour plus gross receipts tax. These services are limited to applying for inspections and permits, meeting with property owners and/or potential homeowners, working with realtors or other partners, closing on home purchases, referring homebuyers for financing, filing applications, reporting on grants, etc. The Contractor shall use the following format when invoicing for hourly services:

Date	Description of Servies	Hours Worked	Hourly Rate	Total

3. Travel

If the approved Work Order requires travel greater than 50 miles one-way, Contractor may invoice the Procuring Agency for travel at the current federal mileage rate and may request reimbursement for actual hotel and meal expenses if overnight stays are required upon Housing Coordinator's prior approval. All hotel and meal expenses require itemized receipts and must be within federal GSA rates to be reimbursed.