



Homewise, Inc.

RFP# 26-01
REQUEST FOR COMPETITIVE
QUALIFICATIONS-BASED PROPOSALS

Tierra Contenta Phase 3A
Backbone Infrastructure Construction

Issuer:

Homewise, Inc., a New Mexico 501(c)3 nonprofit corporation

Procurement Officer:

Westin Glass | wglass@homewise.org | 505-479-1181

RFP Website:

www.homewise.org/procurement

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ATTACHMENTS

- A. Drawings (PDF)
- B. Draft Construction Contract (PDF)
- C. Bid Bond form (Word)
- D. Bid Sheet (Excel)
- E. Wage Decision (PDF)

Procurement Schedule

RFP Issuance	July 1, 2026
Optional Pre-Proposal Conference	July 8, 2026 at 3pm (virtual only, see below)
Deadline for Offeror Questions	July 10, 2026 by 5pm
Responses to Offeror Questions	July 17, 2026
Deadline to Submit Proposals	July 31, 2026 by 5pm
Evaluation Committee Review	TBD
Offeror Interviews (<i>optional</i>)	TBD
Contract Negotiation	TBD
Award Notification	August 31, 2026*

* Award date is estimated and subject to change.

Pre-Proposal Conference

The optional pre-proposal conference will be held via an online Microsoft Teams meeting.

The online meeting will be open for 15 minutes before the scheduled start time to allow time for all participants to verify their connections. Participants may contact the Procurement Officer via phone or email to resolve any problems with entering the online meeting.

Join: <https://teams.microsoft.com/meet/265523128284970?p=KeUkBGxe0VHFHyvB80>

Meeting ID: 265 523 128 284 970

Passcode: AG3Dj26F

Introduction

Statement of Purpose

Homewise seeks a qualified construction contractor for the construction of backbone infrastructure to serve Phase 3A of Tierra Contenta, a master-planned community in southwest Santa Fe, New Mexico. Competitive sealed qualifications-based proposals are requested from firms that have expertise in the construction of municipal infrastructure.

State of New Mexico Procurement Code

This Request for Proposals is issued under, and all proposals submitted in response to this solicitation shall be subject to, the State of New Mexico Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978.

Defined Terms

Any term not defined herein which is defined in NMSA 1978, as amended, shall have the meaning defined therein.

Term	Definition
Owner	Homewise, Inc.
Offeror	Primary party submitting a Proposal in response to this RFP
Bid Documents	This Request for Proposals (RFP) along with all attachments, exhibits, and addenda
Project Team	Offeror and all subcontractors, consultants, and other parties proposed to be engaged on the project
Proposal	Offeror's materials submitted in response to this RFP
Proposed Price	The Offeror's proposed cost for completing the work, as prepared on the Bid Sheet
Awardee/ Prime Contractor	Party with which the Owner may enter into an Agreement as a result of this RFP
Agreement	Contract for construction executed by the Owner and an Awardee
Drawings	The Tierra Contenta Phase 3A Infrastructure drawing set, prepared by Design Engineuity, Inc. and included as an attachment to this RFP
Bid Sheet	Spreadsheet of unit quantities in the scope of work, prepared by the project civil engineer—Offerors complete the spreadsheet with unit costs, thereby generating their Proposed Price

For the purposes of the requirements stated in this RFP, “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and “should”, “could” and “may” indicate that the requirement is discretionary.

Background

Homewise

Homewise, Inc. is a New Mexico 501(c)3 nonprofit organization, founded in 1986. The Homewise mission is to help create successful homeowners and strengthen neighborhoods so that individuals and families can improve their long-term financial wellbeing and quality of life.

In addition to providing homebuyer services, Homewise furthers its mission by developing housing and neighborhood commercial projects to expand the market for entry-level homes and strengthen neighborhoods.

Tierra Contenta

Tierra Contenta is a Planned Residential Community located in southwest Santa Fe intended to encourage the creation of affordable housing and sustainable growth. The land comprising Tierra Contenta was originally annexed by the City of Santa Fe in 1985.

Development within Tierra Contenta is subject to the Tierra Contenta Master Plan and phase-specific Design Standards. Where the Master Plan and Design Standards are silent, the City of Santa Fe's Land Development Code (Chapter 14 SFCC) governs.

The Tierra Contenta Corporation (TCC) was established by the City of Santa Fe in 1994 for the purpose of implementing the Tierra Contenta Master Plan. TCC administered the development of Phases 1 and 2 of the Master Plan, including homes, open space, schools, commercial developments, and community facilities.

Phase 3A

The Tierra Contenta Master Plan was amended in 2021 and Phase 3A Design Standards were developed to encourage a broader mix of housing choices, enhanced sustainability measures, and improved pedestrian connectivity in Phase 3A.

In December 2024, Homewise purchased from TCC the 216 acres that make up Phase 3A. In December 2025, the City of Santa Fe Planning Commission gave final approval to the Tierra Contenta Phase 3A Master Plat.

Phase 3A Backbone Infrastructure

The infrastructure constructed under this scope of work will unlock sixteen (16) development tracts within Phase 3A. Separately from the scope of work covered by this RFP, each of those development tracts will undergo a tract-level entitlements process (subdivision plat or development plan), infrastructure improvements, and construction of homes and businesses.

All infrastructure built under this scope of work will be dedicated to the City of Santa Fe. Acceptance of the work by the City will be a requirement of the Agreement.

Scope of Work

All work shall be as shown in the Drawings and shall be constructed to meet the City of Santa Fe's standards. All infrastructure built under this scope of work will be dedicated to the City of Santa Fe upon the City's acceptance. **The Owner's target start date to begin construction is October 1, 2026.**

Primary Scope

The primary scope of work shall include:

- **Earthwork**
- **Stormwater Improvements**
- **Retaining Walls**
- **Water and Sewer**
- **Grading and Paving**
- **Signage and Striping**

Supporting Scope

Awardee shall also be responsible for supporting scopes of work as required by applicable laws and regulations, including but not limited to:

- **Traffic control**
- **Safety monitoring and compliance**
- **Coordination with the City of Santa Fe and utility providers for connection to existing rights-of-way and utilities**

Bid Alternates

Offerors shall include as Bid Alternate #1 the following scope:

- **Stormwater Pollution Prevention Plan (SWPPP) design, installation, and maintenance**

Not In Scope

Other scopes of work that will be separately contracted by Owner, and which will not be part of Awardee's scope, include:

- Irrigation and Landscaping
- Electrical, Streetlighting, and Dry Utilities
- Archaeological monitoring

Awardee shall coordinate work with Owner's separate subcontractors.

Minimum Qualifications

Offerors must meet the following Minimum Qualifications.

- A. Offeror must be legally organized under state, local, or tribal law, and provide verifiable documentation of legal organization.
- B. Offeror and its subcontractors must hold all applicable licenses. Licenses must be current, and Offeror and subcontractors must be in good standing with the New Mexico Construction Industries Division.
- C. Offeror and all subcontractors must be registered with the Labor Relations Division of the State Department of Workforce Solutions as required by 13-4-13.1 NMSA 1978.
- D. Offeror must disclose any potential conflict of interest using the applicable Exhibit to this RFP.
- E. Offeror must disclose any campaign contributions to applicable public officials using the Campaign Contribution Disclosure Form attached as an Exhibit to this RFP.
- F. Offeror must not be suspended, debarred or ineligible from entering contracts with the State of New Mexico, or in receipt of a notice of proposed debarment from any State department or agency. This must be certified on the applicable Exhibit to this RFP.

Wage Rates

Awardee and all subcontractors shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 through 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

Offerors and subcontractors with contract values exceeding \$60,000 must be registered with the New Mexico Department of Workforce Solutions Public Works Apprenticeship Application (PWAA) at the time of the Proposal opening. Registration numbers shall be provided in the Proposal. Owner will verify registration numbers and determine any Proposal non-responsive if the registration numbers are “inactive.”

Prime Contractor shall maintain certified weekly payroll records on a biweekly basis for its own forces and shall collect the same from all eligible subcontractors. Prime Contractor shall provide to Owner a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all subcontractors, regardless of contract value, within three (3) days of award. At project completion, Prime Contractor shall provide Owner with Affidavits of Wages Paid (AWP) for itself and all subcontractors.

Proposal Procedures

Pre-Proposal Conference

An optional pre-proposal conference will be held at the time and place noted in the Procurement Schedule. Interested parties are encouraged, but not required, to attend.

Registration of Interested Parties

Parties who are interested in submitting a Proposal are encouraged, but not required, to notify the Procurement Officer via email and provide their contact details. The Procurement Officer will maintain a list of parties who have expressed interest and will send addenda directly to these parties in addition to posting them on the RFP website www.homewise.org/procurement.

Proposal Submission

Proposals and all related documents shall be submitted via email to the Procurement Officer (wglass@homewise.org). Each email to the Procurement Officer is limited to twenty-five megabytes (25 MB) in attachments. If necessary, Proposal files may be sent in multiple email messages.

All documents must be received prior to the deadline date and time. Proposals that are not received by the deadline, are not sent and labeled correctly, or cannot be accessed or opened, may not be considered.

Amended Proposals

Offerors may submit amended Proposals at any time prior to the deadline date and time, in response to changes issued by Owner or to reflect revisions made independently by Offeror. Each amended submission must serve as a complete replacement of the original Proposal.

Withdrawal

Offerors may withdraw their proposals at any time prior to the deadline for submission of proposals. A written request to withdraw must be submitted via email, addressed to the Procurement Officer, and signed by a duly authorized representative of Offeror.

Cancellation

Owner reserves the right to cancel without penalty, this RFP, the resultant contract, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

Offeror Questions

Offerors may request clarification of this RFP by email to the Procurement Officer or as otherwise directed by the Procurement Officer, no later than the date specified in the RFP for submission of questions.

Addenda

Procurement Officer will respond to Offeror requests for clarification in the form of written addenda posted on the RFP website. All addenda issued are incorporated into this RFP by default. Owner will anonymize questions, and may in its sole discretion answer similar

questions from various Offerors only once, edit the questions for clarity, and elect not to respond to questions that are either inappropriate or not comprehensible.

Clarification of Offeror's Proposal

Owner shall have the right at any time after Proposal submission to seek clarification from any Offeror with respect to such Offeror's Proposal, without contacting other Offerors. Owner is not obliged to seek clarification of any aspect of a Proposal.

Review, Negotiation, and Award

Owner will review submitted proposals, evaluate and score based on the evaluation factors listed below, and may select one or more qualified Offerors for interviews and further negotiations.

The highest-scoring proposal will not necessarily be the Awardee. The award will be made to the Offeror whose Proposal is deemed by Owner, in its sole judgement, most advantageous to Owner, taking into consideration the evaluation factors set forth below.

Owner anticipates making a single award under this RFP but may award more than one contract if, in its sole discretion, Owner determines that approach is in its best interest.

Owner reserves the right to accept or reject any proposal or any part thereof, to defer action on this request for proposal, to reject all proposals, to waive any technicalities or formalities in the solicitation process.

Evaluation Factors and Weights

Evaluation Factors

An evaluation committee will evaluate Proposals based on the weighted criteria listed below. Responsive Proposals will be assigned points for each of the following evaluation factors up to the maximum possible points listed for each factor.

Evaluation Factor	Weight (Points Possible)
Capacity & Capability	15
Past Record of Performance	15
Knowledge and Experience in Project Location	20
Schedule and Timeline	25
Proposed Price	25
TOTAL	100

Capacity & Capability

- Strength and experience of Project Team
- Ability of Project Team to provide sufficient technical competence to complete the scope of work, meet time schedules, and provide the highest value for cost
- Relationship of the scope of work covered by this RFP to the Project Team's other current projects
- Strong financial track record and ability to meet financial obligations

Past Record of Performance

- Track record of completing projects on time and within budget
- Proven effectiveness in handling unexpected site conditions, schedule delays due to external factors, and other challenges
- Record of addressing concerns raised by neighbors (such as erosion, traffic, noise, dust, crime, etc.) during the course of construction
- Established track record of positive working relationships with public and private clients

Knowledge and Experience in Project Location

- Track record of completing public infrastructure projects in the City of Santa Fe
- Familiarity with and approach to the unique challenges of working in Santa Fe
- Relationship with local subcontractors and suppliers

Schedule and Timeline

- Availability to start as early as possible
- Efficiency of scheduling and phasing
- Duration of total project schedule

Proposed Price

- Best value for cost

Business Preference

Application of preference by the Owner shall be provided per Section 13-1-21 NMSA 1978. Any Offeror seeking to be awarded resident preference must submit current certification from the State Taxation and Revenue Department, which must be under the Offeror's business name as represented in its Proposal.

Business Certification	Points Possible
Resident Business or Native American Resident Business	8
Resident Veteran Business or Native American Resident Veteran Business	10

Proposal Format and Organization

Required elements of a complete Proposal are as follows:

1. Cover sheet
2. Response to Required Specifications
3. Audited financial statements for the past three years
4. Bid Sheet, in Excel and PDF format
5. Authorized Signature Page
6. Conflict of Interest and Debarment/Suspension Certification Form
7. Campaign Contribution Form
8. Bid Bond and Bid Security
9. Resident Contract or Resident Veteran Certificate (if claiming preference)

Cover Sheet

The cover sheet of each Proposal shall include the following information:

- Title: "Proposal – Tierra Contenta Phase 3A Backbone Infrastructure Construction"
- Company name
- Address
- Contact Person
- Phone Number
- Email Address

Required Specifications

Each Proposal should include the following. The *Response to Required Specifications* section of the Proposal is limited to a maximum of thirty (30) 8.5"x11" pages. This section should be organized into subsections corresponding to the Evaluation Factors and provide the following information.

Capacity & Capability

- Business profiles of Offeror and all proposed subcontractors
- Resumes of key personnel of Offeror and all proposed subcontractors
- Description of specific technical knowledge, education, certifications, and expertise to demonstrate Project Team's ability to deliver the project on time and within budget
- Overview of other work currently underway and expected to start, and explanation of how resources including key principals, field and office personnel, and equipment will be allocated between projects concurrently in progress
- Any other information Offeror wishes to include to demonstrate competitive advantage

Past Record of Performance

- A minimum of three references who are previous clients, including contact information
- Narrative description and photographs of three to five comparable projects, including the following information for each:

- project scope and budget
- date of completion
- major subcontractors involved
- challenges faced during construction and how they were resolved
- key project team members involved
- List of comparable projects completed within the last ten years including the following information for each, if applicable:
 - project scope
 - client
 - location
 - start date
 - planned completion date
 - actual completion date
 - project budget
 - prevailing wage requirements
 - number of change orders
 - total cost increase due to change orders

Knowledge and Experience in Project Location

- Information on the firm’s experience building public infrastructure in the City of Santa Fe
- Description of any specialized knowledge and skills possessed by the firm in dealing with the unique challenges of working in this location
- Description of challenges encountered in working in this location and how they were addressed

Schedule and Timeline

Proposed Critical Path Method (CPM) project schedule that includes:

- project start date
- critical milestones
- start dates for Owner’s separate scopes of work, including
 - Irrigation and Landscaping
 - Electrical, Streetlighting, and Dry Utilities
- Substantial Completion
- acceptance by City of Santa Fe

Proposed Price

- To be submitted on the Bid Sheet – see below

Bid Sheet

The Bid Sheet shall be submitted in PDF and Excel format and shall serve to enumerate Offeror’s total Proposed Price for the work. It includes estimated quantities applicable to each portion of the work, which Offeror shall independently verify. Offeror shall enter a unit cost for each line item, which shall be an installed cost and incorporate all of Offeror’s overhead, profit, general conditions, general requirements, and any other costs of the work.

Bid Bond and Bid Security

Each Proposal shall be accompanied by bid security equal to **5% of the amount of the bid**. Such bid security shall be in the form of a certified or cashier's check made payable to the Owner or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.

By submitting the Proposal and providing the bid security, Offeror pledges to enter into a binding contract with Owner and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

Owner will have the right to retain the bid security of Offerors to whom an award is being considered until either the Agreement has been executed and bonds, if required, have been furnished or the specified time has elapsed so that Proposals may be withdrawn or all Proposals have been rejected.

Terms & Conditions

The following General Terms and Conditions are an equal and integral part of this RFP. Owner reserves the right to negotiate provisions in addition to those stipulated in this RFP.

1. **Accuracy:** To the best knowledge of Owner, the information provided in this RFP is accurate, but Owner does not represent or warrant that the information is comprehensive or exhaustive and assumes no responsibility for the completeness or accuracy of the information. Offerors should verify quantities in the Bid Sheet against the drawings and notify Owner if errors are found.
2. **Conflict of Interest:** Awardee shall not separately employ, retain, or engage any consultant retained by Owner.
3. **Employee Certification:** Awardee and all Awardee's employees utilized for the work to be performed under any resultant Agreement must have the proper certification(s) and license(s) to comply with applicable State and local requirements.
4. **Governing Law:** Any resultant Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
5. **Incurring Cost:** Any cost incurred by Offeror in preparation, transmittal, or presentation of any Proposal or material submitted in response to this RFP shall be borne solely by Offeror.
6. **Indemnification:** Offeror assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Offeror, its agents, employees, subcontractors, or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of Owner. Offeror shall indemnify, defend and hold harmless Owner, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Offeror will also indemnify, defend and hold harmless Owner against any joint and several liabilities imposed against Owner with respect to liability claims attributable to the fault of the Offeror. Furthermore, Offeror shall defend and hold Owner harmless from all claims, liabilities, damages, or judgments involving a third party, including Owner's costs and attorney fees, which arise as a result of Offeror's failure to meet any of its obligations under any resultant Agreement.
7. **Independent Business:** Neither Offeror nor any of its agents, employees, subcontractors, or consultants shall be treated as an employee of Owner for any purpose whatsoever. Offeror declares that Offeror is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Agreement. Offeror further

declares that it is engaged in the same or similar activities for other clients and that Owner is not Offeror's sole or only client or customer. Offeror shall have complete charge and responsibility for persons employed by Offeror and engaged in the performance of the specified work. Offeror, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of Owner as a result of any resultant Agreement.

8. **Insurance Requirements:** Offeror agrees that it and its subcontractors and consultants will maintain general liability and property damage insurance meeting the requirements listed in the applicable Exhibit to this RFP and will maintain workers' compensation coverage covering all employees performing under a resultant Agreement on premises occupied by or under the control of Owner.
9. **Payroll or Employment Taxes:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by Owner with respect to payments to Offeror or on behalf of Offeror its agents or employees. Offeror shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Offeror is not a corporation, Offeror further understands that Offeror may be liable for self-employment (Social Security) tax, to be paid by Offeror according to law.
10. **Key Staff:** Since the award is made on a quality-based evaluation process, replacement of key staff or subcontractors by the Offeror after award of and prior to the contract execution may cause the Offeror to be disqualified. Awardee may request any changes to key staff in writing, subject to the approval of Owner.
11. **Late Submissions:** Late submissions of Proposals will not be accepted or considered unless it is determined by Owner that the late receipt was due solely to mishandling by Owner or the Proposal is the only Proposal received.
12. **License or Royalty Fees:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
13. **Merger:** The Agreement shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.
14. **No Contact:** Offerors should not contact any of the staff at Homewise, except for the Procurement Officer, regarding this RFP, unless instructed to in writing by the Procurement Officer.
15. **No Obligation:** This RFP in no manner obligates Owner to the use of any proposed products or services until a valid Agreement is executed.
16. **Notices:** Any notice required to be given or which may be given under this RFP or a resultant Agreement shall be in writing and delivered in person or via first class mail to:

Senior Director of Real Estate Development
Homewise, Inc.
1301 Siler Rd., Building D

17. **Other Applicable Laws:** Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
18. **State and Local Ordinances:** The Offeror shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved.
19. **OSHA Regulations:** The Offeror shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Offeror shall defend, indemnify, and hold Owner free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to fines or penalties, judgments, court costs and attorney's fees.
20. **Payment and Performance Bonds (Prime Contractor):** Awardee shall provide to Owner Payment and Performance Bonds in an amount equal to the contract amount.
21. **Performance and Payment Bonds (Subcontractor):** Any subcontractor performing work on the Project where the total subcontract sum exceeds One Hundred Twenty-Five Thousand Dollars (\$125,000) shall be required to provide a dual-obligee performance bond in the full amount of its subcontract naming Offeror and Owner as obligees under the bond.
22. **Period For Offer Acceptance:** Offeror agrees that any offer made or submitted will be good for a period of one hundred and eighty (180) calendar days; an additional time period may be requested by Owner.
23. **Proposal Negotiation:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Owner is under no obligation to conduct discussions with any or all Offerors.
24. **Right To Waive Minor Irregularities:** Owner reserves the right to waive minor irregularities. Owner 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 Owner.
25. **Right to Protest:** This solicitation or an award issued under this RFP may be protested in accordance with the New Mexico Procurement Code.
26. **Removal Of Offeror's Employee(s):** Owner may request that Offeror's employee(s) be removed from the work under the contract for cause.
27. **Subcontractors:** The successful Offeror shall remain primarily responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors.
28. **Third Parties:** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

29. Verification of Information: Owner shall have the right to verify any Offeror statement or claim by whatever means Owner deems appropriate, including contacting persons in addition to those offered as references.

AUTHORIZED SIGNATURE PAGE

The following Offeror information must be completed and returned with the Proposal. Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda (if applicable):

Addendum No. ____ Dated _____

Addendum No. ____ Dated _____

Addendum No. ____ Dated _____

Addendum No. ____ Dated _____

Addendum No. ____ Dated _____

Addendum No. ____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all conditions surrounding the scope of work described. Offeror hereby agrees to furnish all labor, materials and supplies necessary to complete the scope of work in accordance with the Terms and Conditions set forth in this RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____ EMAIL _____

NEW MEXICO GROSS RECEIPTS TAX NUMBER (if applicable): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION

CONFLICT OF INTEREST

The undersigned, as an authorized representative for the Company named below, states that to the best of their belief and knowledge:

No employee of Homewise Inc. (or close relative), with the exception of any person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Homewise employee, executive or close relative, with the exception of any person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of any materials upon which the RFP is based. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the legislator:

List below the name(s) of any Homewise or State of New Mexico employee, executive or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering contracts with the State of New Mexico, or in receipt of a notice of proposed debarment from any State department or agency. The Offeror agrees to provide immediate notice to Homewise in the event of being suspended, debarred or declared ineligible by any State department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the Agreement.

CERTIFICATION

The undersigned hereby certifies that they have read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION STATUS requirements and that they understand and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

**SIGNATURE BLOCK FOR CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION
CERTIFICATION**

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

COMPANY NAME _____

CAMPAIGN CONTRIBUTION DISCLOSURE

Any prospective Offeror seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE OFFEROR 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 Offeror 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.

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

“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 Offeror” 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 Offeror” means an officer or procurement specialist 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 Offeror.

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS (use multiple copies of this form as needed)

Contribution made by: _____

Relation to prospective Offeror: _____

Name of applicable public official: _____

Date contribution(s) made: _____

Amount(s) of contribution(s) _____

Nature of contribution(s) _____

Purpose of contribution(s) _____

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)

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

Awardee shall furnish to Owner one copy of each Certificate of Insurance herein required for showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Awardee. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements verbatim or statements substantially similar in form acceptable to Owner in its sole discretion:

1. "Homewise Inc., its agents, servants and employees are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to the owner."

All insurance policies are to be issued by companies authorized to do business under the laws of the State in which work is to be done and acceptable to owner. Awardee shall not violate, nor permit to be violated, any conditions of said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

WORKER'S COMPENSATION INSURANCE

Awardee shall procure and shall maintain during the life of this contract Worker's Compensation Insurance coverage as required by applicable State law for all Awardee's or Subcontractor's employees to be engaged at the site of the project under this project. In case of any such work sublet, the Awardee shall require the subcontractor or sub-subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub-subcontractor's Workers which are covered under the Awardee's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Awardee shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's liability insurance in any amount of not less than \$500,000.

PUBLIC LIABILITY INSURANCE

Awardee shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, Awardee shall require the subcontractor or sub-subcontractor to provide Public Liability Insurance for all the subcontractor's or sub-subcontractor's work being performed under the Agreement. In any case, whereby the Awardee's sub-contractor or sub-subcontractor services are not covered under separate policy, Awardee shall provide and shall cause each subcontractor or sub-subcontractor to be covered under Awardee's policy. The insurance coverage must remain in force for the life of the Agreement including any extensions or renewals.

The required Public Liability limits are:

\$2,000,000 per occurrence;

\$5,000,000 annual aggregate.

VEHICLE LIABILITY INSURANCE

Awardee shall procure and shall maintain during the life of this contract Vehicle Liability Insurance as required by applicable State law. In case of any work being sublet, Awardee shall require the subcontractor or sub-subcontractor to provide Vehicle Liability Insurance for all the subcontractor's or sub-subcontractor's work being performed under the Agreement. In any case, whereby the Awardee's sub-contractor or sub-subcontractor services are not covered under separate policy, Awardee shall provide and shall cause each subcontractor or sub-subcontractor to be covered under Awardee's policy. The insurance coverage must remain in force for the life of the Agreement including any extensions or renewals.

The required Vehicle Liability limits are:

**\$100,000 for bodily injury to or death of one person,
\$200,000 for bodily injury to or death of two or more persons, and
\$100,000 for property damage in any one accident.**

NON-COLLUSION AFFIDAVIT OF OFFEROR/PRIME CONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

The undersigned, being first duly sworn, deposes and says that:

1. They are the _____ of _____, the Offeror that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Offeror – Authorized Signer (Signature)

Printed Name and Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC _____

My Commission Expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

The undersigned, being first duly sworn, deposes and says that:

1. They are the _____ of _____, hereinafter referred to as the "Subcontractor";
2. They are fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Offeror/Prime Contractor, for certain work in connection with the Tierra Contenta Phase 3A Backbone Infrastructure project;
3. Such Subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subcontractor – Authorized Signer (Signature)

Printed Name and Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC _____

My Commission Expires _____

BID BOND

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Homewise, Inc. Address <i>(principal place of business)</i> : 1301 Siler Rd. Bldg. D Santa Fe, NM 87507	Bid Project <i>(name and location)</i> : Tierra Contenta Phase 3A Backbone Infrastructure Bid Due Date: July 31, 2026
Bond Penal Sum: [Enter 5% of Proposed Price] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
By: _____ <i>(Full formal name of Bidder)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: [Full formal name of Owner]</p> <p>Mailing address (<i>principal place of business</i>): [Address of Owner's principal place of business]</p>	<p>Contract</p> <p>Description (<i>name and location</i>): [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent or representative</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p>By: _____ <i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i></p>	<p>By: _____ <i>(Signature)</i></p> <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for

the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

PERFORMANCE BOND

<p>Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business]</p>	<p>Contract Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount from Contract] Effective Date of [Date from</p>
<p>Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>By: _____ <i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i></p>	<p>By: _____ <i>(Signature)</i></p> <p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.