



**STATE OF NEW MEXICO  
PUBLIC SCHOOL FACILITIES AUTHORITY**

1312 Baschart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

**REQUEST FOR PROPOSALS FOR**

**RFP # 94000-2026-001**

**Bond Reconciliation Consulting Services**

**ISSUE DATE: May 17, 2026**

**SUBMITAL DUE DATE: May 29, 2026**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of The Public-School Facilities Authority - to comprehensively review and update the APG, Adequacy Standards, and GSF Calculator to ensure they are aligned with current educational practices, emerging programs, and statewide needs. This work will clarify statutory adequacy requirements, distinguish them from planning guidance and best practices, and improve the clarity, consistency, and usability of these tools for school facility planning in New Mexico.

This Scope of Work defines the services, tasks, deliverables, and engagement requirements for a qualified, multi-disciplinary consulting team (“Consultant”) to perform this work on behalf of the New Mexico Public School Facilities Authority (PSFA). It establishes the framework under which the selected Consultant will conduct the review, engage stakeholders, develop recommended updates, and deliver integrated, implementable products for PSFA’s use.

## B. BACKGROUND INFORMATION

### Organization of the Department

The PSFA was established by the Legislature in 2002 as a result of the Zuni Lawsuit, in which three (3) New Mexico school districts challenged the equity of state capital outlay distribution and won their case. Pursuant to 22-24-9 NMSA 1978, PSFA reports to and operates as staff to the Public-School Capital Outlay Council (PSCOC), manages a funding model that distributes state capital outlay to schools accounting to greatest needs first (needs that are determined by objective methods), and assists school districts with facilities development and management.

Annually, the Public-School Capital Outlay Council (PSCOC) awards funding for school district projects across the State from the Public-School Capital Outlay Fund which is funded through Supplemental Severance Tax Bonds (SSTB). Twice a year, the New Mexico Board of Finance (BOF) sells bonds based on the certification of need for PSCOC/PSFA projects dependent on project readiness and a forward-looking forecast. After PSCOC awards funding, PSFA enters into contractual agreements with school district partners, design professionals, general contractors and various other providers of construction, professional services and for the procurement of items of personal tangible property. As a Co-Owner of the projects, PSFA pays a portion of the project expenditures using the State of New Mexico Financial System (SHARE). As part of the payment process, PSFA submits documentation for reimbursement to New Mexico Department of Finance and Administration, BOF in the form of a draw request each month.

For every grant assistance award, whether authorized through PSCOC funding cycles or legislative appropriations, PSFA formalizes the commitment of funds following PSCOC approval through a Memorandum of Understanding (MOU). Once the MOU is executed, it triggers PSFA’s Finance team to establish the corresponding project in SHARE by creating project numbers and assigning the appropriate funding sources in alignment with the Trimble MOU workflow.

Each award is then assigned a unique “A-code” or “Z-code” (SHARE DeptID). This coding structure links the approved budget to the correct SSTB series, ensuring that all expenditures, reporting, and audit trails are accurately tied to the specific funding authorization.

**C. SCOPE OF PROCUREMENT**

PSFA requests a proposal to provide services, identified in this RFP, the term of the contract shall be one (1) year, with the option to renew annually for up to three (3) one-year terms, not to exceed a total contract term of four (4) years.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

**D. PROCUREMENT MANAGER**

PSFA has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

**Name:** Daniel Dominguez, Contract Analyst  
1312 Basehart Road SE, Suite 200  
Albuquerque, NM 87106  
**Telephone:** (505) 507-1561  
**Email:** [carfp@nmpsfa.org](mailto:carfp@nmpsfa.org)

All deliveries via express carrier should be addressed as follows:

Name: Daniel Dominguez, Contract Analyst  
Reference RFP: 94000-2026-001 Bond Reconciliation Consulting Services  
Address: 1312 Basehart Road SE.  
Suite 200  
Albuquerque, NM 87106

1. **Any inquiries** or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.
2. **Protest of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposal pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **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.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions and abbreviations that are used throughout this procurement document.

**“Addendum” or “Amendment”** means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

**“Agreement”** means the agreement between PSFA and the firm for the work covered by this solicitation.

**“Agency”** means the Public-School Facilities Authority. This term is used interchangeably with the “Department”.

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

**“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

**“Chief Financial Officer” or “CFO”** means the Agency’s Chief Financial Officer.

**“Close of Business”** means (Monday-Friday) 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date and time given.

**“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 §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as person telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

**“Contractor” or “Consultant”** means a successful Offeror who enters into a binding contract with a state agency or local public body.

**“Cost Reimbursement”** means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

**“Department”** means the New Mexico Public School Facilities Authority. This term is used interchangeably with “Agency”.

**“Desirable”** The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

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

**“DFA”** means the Department of Finance and Administration for the State of New Mexico.

**“Electronic Version/Copy”** means a digital format consisting of text, images, or both, readable on computers or other electronic devices, which includes all content that the Original and Hard Copy proposal contains. The digital form may be submitted using a USB flash drive. electronic version/copy **CANNOT** be emailed.

**“Evaluation Committee”** means a body appointed by the PSFA to evaluate Offeror(s) proposals.

**“Evaluation Committee Report”** means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the PSFA for contract award. It contains all written determinations resulting from the procurement.

**“Finalist”** is defined as 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.

**“Firm Fixed Price Contract”** means a contract which has a fixed total price or fixed unit price.

**“FY”** means Fiscal Year.

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

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). 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 requirements.

**“NMSA”** means New Mexico Statutes Annotated 1978.

**“New Mexico Public School Facilities Authority” or “PSFA”** is a statutorily created agency pursuant to 22-24-9 NMSA 1978.

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

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals; the only person authorized to respond to questions regarding the scope of services to be performed under this RFP.

**“Proposal”** means an Offeror’s written offer or response to a Request for Proposal.

**“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outline in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

**“Request for Proposals” or “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 “Responsive Proposal”** means an offer or proposal 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 an original hard copy submission, that the proposal is enclosed in

a package which is completely fastened in such a way that nothing can be added or removed and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. PSFA 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.

**“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.

**“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.

**“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to the required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (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 type written on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

**F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.  
<https://nmpsfa.org/current-solicitations/>

**II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

**A. SEQUENCE OF EVENTS**

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	PSFA	May 17, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	May 22, 2026
4. Deadline to submit Written Questions	Potential Offerors	May 26, 2026
5. Response to Written Questions	Procurement Manager	May 27, 2026

<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 29, 2026, at 3:00 p.m.</b>
7. Submission of Organizational Reference Contacts	Potential Offerors	June 1, 2026
8. Proposal Evaluation	Evaluation Committee	June 1 – June 5, 2026
9. Selection of Finalists	Evaluation Committee	June 8, 2026
10. Finalists' Presentation/Interview, if required	Offeror	Week of June 10, 2026
11. Best and Final Offer, if required	Offeror	June 18, 2026
12. Finalize Contract	The Department/Offeror	June 22, 2026
13. Contract Award	The Department	June 25, 2026
14. Protest Deadline	Offeror	15 Days After Contract Award

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

**B. EXPLANATION OF EVENTS**

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

1. **Issue of RFP**

This RFP is being issued by the PSFA on the date indicated in Section II.A, Sequence of Events.

2. **Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager (See Section I.D), to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager by **11:59 pm MST/MDT** on the date indicated in Section II.A, Sequence of Events. Please indicate in your E-mail subject line: “Acknowledgement of Receipt RFP# 94000-2026-001”

The procurement distribution list will be used for the distribution of written responses to the questions, and/or any amendment to the RFP. Failure to return the form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the form, the potential Offeror’s representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section 1.G.) responses to written questions and any amendments to the RFP.

3. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events.

4. **Response to Written Questions**

Written responses to written questions and any RFP amendments will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:

<https://nmopsfa.org/current-solicitations/>

5. **Submission of Proposal**

Proposals shall be submitted to the PSFA in both hard copy and on a USB flash drive/electronic formats. (See Section III. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the

address listed in Section I.D. Procurement Manager. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) the RFP number, (3) the RFP Title, and (4) RFP due date and time, as specified in Section II.A. Sequence of Events.

**ALL OFFEROR PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A., SEQUENCE OF EVENTS BY THE PROCUREMENT MANAGER OR DESIGNEE. NO LATE PROPOSALS CAN BE ACCEPTED.** They will be returned to the Offeror unopened. The date and time will be recorded on each proposal. Proposals submitted by facsimile and other electronic means **will not** be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

6. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by the PSFA. This process will take place approximately as stated in Section II.A, Sequence of Events. 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, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by Offerors.

7. **Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

8. **Oral Presentation (if applicable)**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). PSFA will provide Finalist Offerors with an agenda and applicable details, including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers per schedule Section II.A., Sequence of Events or as soon as possible. Best and Final Offers may be clarified and amended at Finalist Offeror's oral presentation.

10. **Finalize Contract**

After Approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, PSFA reserves the right

to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

11. **Contract Award**

After review of the Evaluation Committee Report, the recommendation of the Evaluation Committee, and the signed contract, the State Auditor will award the contract as stated in Section II.A., Sequence of Events. This date is subject to change at the discretion of the PSFA. The contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request or Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 PM MST/MDT on the 15<sup>th</sup> day. 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 grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Tyra Rankin, Staff Attorney  
NM Public School Facilities Authority  
1312 Basehart Road, SE, Suite 200  
Albuquerque, New Mexico 87106

**Protests received after the deadline will not be accepted.**

C. **GENERAL REQUIREMENTS**

1. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirement in Section II.C.36., located in APPENDIX E.

2. **Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, 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 the proposed equipment and/or system shall be borne solely by the Offeror.

3. **Prime Contractor Responsibility**

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

4. **Subcontractors/Consent**

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are

used. Subcontractors are disfavored but may be allowed with prior written approval of PSFA and the Office of the State Auditor, in writing, 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 in the transmittal letter. **PSFA 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 proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. **Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. Confidential financial information concerning the Offerors' organization; and
2. Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** 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 proprietary or confidential materials, PSFA shall examine the 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 disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. **No Obligation**

This procurement in no manner obligates the PSFA or any of its agencies to the use of any Offeror's services until a valid written contract is awarded and approved by the 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 PSFA determines such action to be in the best interest of the State of New Mexico.

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 termination will be affected by sending written notice to the Contractor. PSFA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. **Legal Review**

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

14. **Prohibited Bidding**

Pursuant to 10-16-13 NMSA 1978, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualification, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

15. **Consent to Jurisdiction and Venue**

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the PSFA, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror by submitting such proposal, the Offeror agrees and consents that the Bernalillo County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

16. **Basis for Proposal**

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

17. **Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX I). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX I) 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 RFP Draft Contract (APPENDIX I). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), 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 set forth in the RFP Draft Contract (APPENDIX I) 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 Draft 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 (the RFP process prior to selection as successful Offeror), 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 (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.**

18. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with PSFA.

19. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

20. **Offeror Qualifications**

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

21. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.E. 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/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee. Administrative deficiencies related solely to electronic copies (excluding the Cost Response) provided for evaluation convenience may be waived at the discretion of PSFA, provided the hard-copy proposal is timely received and otherwise responsive.

22. **Change in Contractor Representatives**  
PSFA reserves the right to require a change in contractor representatives if the assigned representatives is (are) not, in the opinion of the PSFA, meeting its needs adequately.
23. **Notice of Penalties**  
The Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
24. **PSFA Rights**  
PSFA, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of an Offeror's proposal.
25. **Right to Publish**  
Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the PSFA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
26. **Ownership of Proposals**  
All documents submitted in response to this RFP shall become the property of the PSFA.
27. **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 the Agency.
- 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.
28. **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 and provide to PSFA in order to receive this correspondence.
29. **Use of Electronic Versions of this RFP**  
This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the PSFA shall govern. Please refer to:  
<https://nmpsfa.org/current-solicitations/>
30. **Amendment to RFP**  
Any amendments to this RFP will be issued to all Offerors submitting an Acknowledgement of Receipt form (see Appendix A). The Offerors will be required to acknowledge receipt of the amendments in writing.
31. **Suspension and Debarment Clause/Form**  
The Contractor assures that neither it nor any of its subcontractors are in default of any of

their required certifications or licenses to engage in business in New Mexico as noted in Section II.C, Offeror Qualifications. The Offeror must complete the certification form in Appendix D to certify compliance with Federal regulations relating to suspension and debarment.

32. **New Mexico Employees Health Coverage Form**

- 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 contract between Contractor and the State 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 the State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information: <https://bewellnm.com>
- 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.

33. **Campaign Contribution Disclosure Form**

Offeror must complete and sign the Appendix B Campaign Contribution Disclosure Form whether any applicable contribution has been made or not. This form must be submitted with each proposal whether an applicable contribution has been made or not. **Failure to complete and return the signed unaltered form will result in disqualification.**

34. **Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be signed by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

- 1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS).
- 2. Identify the Name, Title, Telephone and E-mail address of the person authorized by the organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarification or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
- 3. Identify any subcontractor(s) that may be utilized in the performance of any resultant contract award;
- 4. Identify any other entity(ies) (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
- 5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the

organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendment to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

**35. 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:
1. Is presently disbarred, suspended, proposed for debarment, or declared ineligible for award of any contract by any federal entity, state agency or local public body;
  2. Has within a three-year period preceding this offer been convicted of a criminal matter or had a civil judgement rendered against them for:
    - a. 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;
    - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, make false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. 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;
  4. 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:
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payments. 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 enforces collection action is precluded.
    - c. Have within a three-year period preceding this offer had one or more contracts terminated for default by any federal, 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 PSFA, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or become 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 y 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 PSFA or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government or PSFA may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the PSFA.

36. **New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of 13-1-21 NMSA 1978 (as amended), Offers must include copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue.

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

37. **Conflict of Interest: Government Conduct Act**

The Offeror 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 or services required under this Agreement.

The Offeror certifies that the requirements of the Governmental Conduct Act, 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed.

### **III. RESPONSE FORMAT AND ORGANIZATION**

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

**A. NUMBER OF RESPONSES**

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

**B. NUMBER OF COPIES**

Offerors shall provide one (1) original hard copy of the complete proposal with original signatures, clearly labeled “ORIGINAL” along with the RFP number, RFP Title and the Offerors business name and one (1) hard copy, clearly labeled “COPY”, in accordance with Section II.B.6. The hard copy of the **Appendix F: Cost Response form** must be submitted with the proposal in a separate, sealed envelope, also clearly labeled as noted above. The Cost Response shall not be uploaded to SharePoint and shall be submitted **only** in hard-copy form as a separately sealed envelope.

There must be six (6) electronic copies identical to the hard copy proposal on USB flash drives. Each USB must be clearly tagged or labeled with the RFP number and the Offeror's business name. One (1) of the six USB's is to be labeled "ORIGINAL (Electronic)" and will contain the Cost Response.

The remaining five (5) USBs will **not** contain the Cost Response. NOTE: An electronic copy is **not** an email or fax copy.

For avoidance of doubt, Offerors are reminded that the required hard copy proposal bearing original signatures constitutes the official proposal submission, and electronic copies provided on PSFA's designated SharePoint link, must be identical in content.

Offeror must deliver their sealed proposal per the instructions on the RFP, Section II A, Sequence of Events.

### C. **PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The size of the proposal is recommended not to exceed ten (10) pages. Exclusions to this limitation will be the Letter of Introduction; Table of Contents; Covers; Dividers; Resumes; Other attachments, such as letters of appreciation, etc.; Acknowledgement of Amendments (if applicable). Electronic copies of Binders 1 and 2 must be in Word, PDF or Excel formats.

#### 1. **Proposal Content and Organization**

The proposal must be submitted as follows: All responding Offerors shall provide a total bid amount (including gross receipts tax) and organized in two (2) binders and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. **All discussion of proposed costs, rates or expenses must occur only in binder 2 with the cost response form.**

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

#### **Technical Proposal Binder #1 – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution
3. Table of Contents
4. Proposal Summary (**Do not include Cost**)
5. Offeror's Additional Terms and Conditions (from Section II.C.15)
6. Response to Contract Terms and Conditions (from Section II.C.16)
7. Response to Specifications Forms and Appendices (**except Cost information which shall be included ONLY in Cost Proposal**)

- a. Organizational Experience
- b. Organizational References
  - i. Key Personnel
  - ii. Experience on Similar Contracts
  - iii. Examples of a Project Success and Failure
8. Other Supporting Material (if applicable)
9. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror must submit two (2) separate ELECTRONIC technical files:
  - a. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an unredacted (def. Section I.F.38) version for evaluation purposes; and
  - b. One (1) redacted (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions must be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

**Cost Proposal Binder #2**

1. Completed Cost Response Form (Appendix F)

**IV. SPECIFICATIONS**

Offerors shall respond in the form of a thorough narrative to each mandatory specification. Failure to address mandatory specifications/requirements, or submit mandatory forms, may result that the Offeror’s proposal is non-responsive.

**INFORMATION**

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- Office space;
- Desk, telephone, computer connection, printer;
- Access will be available to copiers and fax machines.

2. Work Performance

For the purpose of preparing proposals, Offerors must assume that the majority of the on-site work will be performed at the location specified below.

**The Public-School Facilities Authority  
1312 Basehart Road, SE, Suite 200  
Albuquerque, New Mexico 87106**

**A. DETAILED SCOPE OF WORK**

The Contractor shall provide all professional services required and provide all deliverables in accordance with Exhibit A – Bond Reconciliation Consulting Services Scope of Work, incorporated herein by reference.

1. **Organizational Experience**  
Offeror **must:**

- a) provide a brief description of relevant corporate experience with state government and private sector.

The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bond reconciliation consulting services;

b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as personnel providing consulting services. Offeror must include key personnel education, work experience, applicable certifications/licenses, and years of experience.

## 2. Organizational References

Offeror shall provide a minimum of three (3) external organizational references as part of their proposal submission from similar projects/programs performed for state or local government clients or other relevant organizations within the last three (3) years.

Completed references must be submitted directly to the Procurement Manager no later than the submission deadline identified in Section II.A, Sequence of Events. Failure of a reference to respond by the stated deadline may adversely affect the Offeror's evaluation.

Offers shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Client Phone Number;
- c) Client E-mail address;
- d) Project description;
- e) Project dates (start and ending);
- f) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- g) Staff assigned to reference engagement that will be designated for work per this RFP; and
- h) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit Appendix F Organizational Reference Questionnaire, to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in Appendix F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the deadline indicated in Section II.A, Sequence of Events for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to request that their chosen references provide detailed an informative comments.

## 3. Mandatory Specifications

**Mandatory Specifications: Offerors must reply to each mandatory specification. Failure to respond to each mandatory specification will result in disqualification.**

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form  
The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**
3. New Mexico Employees Health Coverage Form
4. Suspension and Debarment Form
5. Conflict of Interest Disclosure
6. Agency Certification Form
7. Statement of Concurrence to Exhibit A – Scope of Work  
Offer must submit a Statement of Concurrence confirming that it has reviewed Exhibit A - Scope of Work Bond Reconciliation Consulting Services and agrees to comply with all requirements, tasks, deliverables, and engagement obligations contained therein.
8. Acceptance of Contract Terms and Conditions  
Offerors must confirm it has read and agrees to the Contract Terms and Conditions.
9. Submission Timelines & Format  
Approval required for changes to key personnel; replacement must be equal or better in qualifications. These personnel may also be changed for other reasons with the express prior written permission of the Agency. However, in either case, the PSFA retains the right to approve or reject replacements. Other personnel may be changed with the written approval of the PSFA, provided that replacements have substantially the same or better qualifications or experience, as deemed by PSFA. This requirement is satisfied by a statement of concurrence and does not require narrative detail.
10. Cost Proposal  
Offeror must complete the Cost Response Form, Appendix F.

NOTE: Mandatory items identified in this Section are material requirements. Evaluation methodology and scoring, including Pass/Fail determinations and scoring are set forth in Section V (Evaluation).

## V. EVALUATION

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

### A. EVALUATION POINT TABLE/SUMMARY

The following table summarizes the evaluation criteria and point allocations described in Section V.

**Table 1: Evaluation Point Summary**

	Factor	Points Available
<b>B.</b>	<b>Technical Specifications (800 Total Points)</b>	
B.1.	Organizational Experience and Staff Qualifications	450 Points
B.2.	Organizational References	100 Points
B.3.	Description of Work Products	100 Points
B.4.	Capacity and Capability	150 Points
B.5.	Mandatory Specifications	Pass/Fail
<b>C.</b>	<b>Business Specifications (200 Total Points)</b>	
C.1.	Letter of Transmittal	Pass/Fail

C.2.	Campaign Contribution Disclosure Form	Pass/Fail
C.3.	Agency Certification Form	Pass/Fail
C.4.	Cost Proposal	200 Points
<b>Total Maximum Allowable Evaluation Factor Points</b>		<b>1,000 Points</b>
C.5.	New Mexico/Native American Resident Business Preference	80 Points
C.6.	New Mexico/Native American Veteran Business Preference	100 Points
C.7.	Interview, if applicable	500
<b>TOTAL Points Possible including preferences and interviews shall not exceed</b>		<b>1,600</b>

**B. Evaluation Factors**

The award of a contract shall be made to the responsible Offeror whose proposal is most advantageous to the PSFA taking into consideration the above weighted evaluation factors. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the PSFA to select the Offeror who submits the lowest cost proposal. The PSFA shall, in its sole discretion, have the right to obtain from any and all sources, information concerning an Offeror which is deemed pertinent to the RFP and to consider such information in the evaluation of the Offeror’s proposal.

- 1. B.1. Organizational Experience and Staff Qualifications 450 Points**  
 Points will be awarded based on the thoroughness and clarity of an Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, point will be awarded based on an Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.
- 2. B.2. Organizational References 100 Points**  
 Points will be awarded based upon an evaluation of the responses to the questions provided in the Questionnaire (APPENDIX F). The Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business 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 at the same time.
- 3. B.3. Description of Work Products 100 Points**  
 Points will be awarded based upon the Offeror’s demonstrated understanding of the deliverables described in Exhibit A and the clarity, organization, and quality of its proposed approach to producing those work products. Evaluation under this factor is not based on proposing alternative deliverables, but on the methodology, documentation practices, quality controls, and usability of the proposed work products in support of PSFA’s operational needs.
- 4. B.4. Capacity and Capability 150 Points**  
 Points will be awarded based on the Offeror’s proof of capacity and capabilities to provide the deliverables required in Exhibit A Detailed Scope of Work.
- 5. B.5. Mandatory Specifications Pass/Fail**

6. **C.1. Letter of Transmittal** **Pass/Fail**  
Pass/Fail only. No points assigned.
7. **C.2. Campaign Contribution Disclosure Form** **Pass/Fail**  
Pass/Fail only. No points assigned.
8. **C.3. Agency Certification Form** **Pass/Fail**  
Pass/Fail only. No points assigned.
9. **C.4. Cost Proposal** **200 Points**  
The evaluation of each Offeror's Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror's Cost Proposal}} \times 200 = \text{Award Points}$$

10. **C.5. & C.6. New Mexico/Native American Resident Preferences**  
Percentages will be determined based upon the point-based system outline in §13-1-21 NMSA 1978 (as amended).

a. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b. **New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**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.C.20 Offeror Qualifications.
3. Responsive proposals will be evaluated on the factors in Section V.A. that have been assigned a point value. The responsible Offeror(s) whose proposal is the most advantageous to the PSFA, taking into consideration the evaluation factors in Section V.A. and successful negotiations, will be recommended for contract award as specified in Section XX. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
4. Points awarded from the presentations will be added to the previously assigned points from the written evaluations to attain final scores.
5. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

<b>Scoring</b>	<b>Numerical Ranking</b>
----------------	--------------------------

Firm A	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm B	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm C	3 <sup>rd</sup>		=	3

A tie for first, at the end of the final rankings after the completion of short listing and interview, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.

# APPENDIX A

Acknowledgement of Receipt Form  
BOND RECONCILIATION CONSULTING SERVICES  
RFP # 94000-2026-001

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

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager, identified in Section I.D. of this RFP, no later than close of business **on the date described in Section II, Paragraph A, Sequence of Events**. 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 Agency's written responses to those questions as well as RFP amendments, if any are issued.

OFFEROR: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.  
Offeror does/does not (**circle one**) intend to respond to this Request for Proposals.

**Must be delivered to:**

Daniel Dominguez, Contracts Analyst  
NM Public School Facilities Authority  
1312 Basehart Road SE, Suite 200  
Albuquerque, NM 87106  
E-Mail: [carfp@nmopsfa.org](mailto:carfp@nmopsfa.org)

## APPENDIX B

### Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“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.

**“Prospective contractor”** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_ (Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_ Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
(Attach extra pages if necessary)

Signature and 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 and Date \_\_\_\_\_ Title (Position) \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

## APPENDIX C

### New Mexico Employees Healthcare Coverage Form

- A. For all contracts solicited and awarded on or after January 1, 2008: 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 and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offerors 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://insurenwemexico.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, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D

### Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract the Contractor certifies by signing this contract, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: 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 relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the PSFA relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the PSFA's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
  - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the PSFA, the PSFA may terminate the contract.
- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the PSFA when it requests subcontractor approval from the PSFA. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the PSFA may refuse to approve the use of the subcontractor.

**OFFEROR:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX E

### Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror’s proposal. This Letter of Transmittal does not substitute for the required Statement of Concurrence identified in Section IV.

**RFP# 94000-2026-001**

1. Identify the following information for the submitting organization:

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

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*
<b>Name</b>			
<b>Title</b>			
<b>E-Mail</b>			
<b>Telephone</b>			

\*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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):  
 No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

4. Will any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)  
 No.  
 Yes. Identify entity/ies: \_\_\_\_\_

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.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_  
*(Must be signed by the individual identified in item #2.A, above.)*

Date: \_\_\_\_\_

## APPENDIX F

### COST RESPONSE

Offerors must complete this Appendix F: Cost Response form. Offeror shall reference all work positions associated with this project, and each position(s), firm fixed hourly rate. Add additional lines as needed. PSFA, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. Failure to successfully negotiate rates may result in termination of the Agreement.

The Appendix F: Cost Response form is not to be included as an item within the proposal binder. It must be submitted in a separate, sealed envelope, clearly labeled “Appendix F: Cost Response” with the Offerors business name, RFP number and title. The sealed envelope is to be included in the shipping package with Offerors proposal binder.

	<b>*PERSONNEL TITLE/CLASSIFICATION</b>	<b>HOURLY PAY RATE</b>
1.	Partner – or equivalent* [Required]	\$
2.	Manager – or equivalent* [Required]	\$
3.	Senior Auditor – or equivalent* [Required]	\$
4.	Staff Auditor – or equivalent* [Required]	\$
5.		\$
6.		\$
7.		\$
8.		\$

Firm Name:	
Signature:	Date:

# APPENDIX G

RFP# 94000-2026-001

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

\_\_\_\_\_  
(Name of Offeror)

This questionnaire is being submitted to your company for completion as a reference for the organization listed above. Submit the Questionnaire to the New Mexico Public-School Facilities Authority (PSFA) via e-mail to:

Name: Daniel Dominguez, Procurement Manager

E-Mail: [carfp@nmopsfa.org](mailto:carfp@nmopsfa.org)

Forms must be completed and submitted no later than **no later than June 5, 2026, at 3:00 p.m. MST/MDT**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to the organizational ratings. The comments you provide will help the PSFA evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the PSFA **Procurement Manager** at 505-507-1561 & [carfp@nmopsfa.org](mailto:carfp@nmopsfa.org). When contacting the Procurement Manager, include the Request for Proposal (RFP) number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project you're providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

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

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the organization's personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the organization's principal representatives involved in your project and how would you rate them individually? Would you please 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: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the organization?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. Which aspect(s) of this organization's services are/were you most satisfied?

COMMENTS:

9. Which aspect(s) of this organization's services are/were you least satisfied?

COMMENTS:

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

COMMENTS:

**APPENDIX H**

**AGENCY CERTIFICATION FORM**

New Mexico Public School Facilities Authority hereby certifies the following in regard to the attached  
Agency Name

contractual agreement between the Agency and \_\_\_\_\_:  
Name of Contractor

- 1) This contractor **IS/IS NOT** a **former state employee**. (See note below)  
(circle one)
- 2) This contractor **IS/IS NOT** a **current state employee** or a **legislator** or the **family member** of a  
(circle one)  
current state employee or legislator, or a **business** in which a current state employee or legislator  
or family member of the current state employee or legislator has an interest of greater than 20%.  
(See note below)

**NOTE: Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG’s letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)**

3) This Contractor is a (check one): FOR PROFIT VENDOR \_\_\_\_\_  
NOT FOR PROFIT VENDOR \_\_\_\_\_

4) This Profession Service Agreement DOES COMPLY with the Governor’s Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency.

\_\_\_\_\_  
Signature of PSFA Executive Director\*\* Date

I certify that the information stated in paragraphs 1-3 is true.

\_\_\_\_\_  
Signature of Contractor Date

# APPENDIX I

## SAMPLE AGREEMENT



**STATE OF NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY**  
1312 Basehart Road SE # 200, Albuquerque, NM 87106 • (505) 843-6272 •  
<https://www.nmpsfa.org>

### PROFESSIONAL SERVICES AGREEMENT CONTRACT NO. XXXXXX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public School Facilities Authority, hereinafter referred to as the “PSFA,” and XXXXXX, hereinafter referred to as the “Contractor,” and collectively the parties are hereinafter 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 PSFA has selected the Contractor as the offeror most advantageous to the State of New Mexico;

**WHEREAS**, the PSFA was created to serve as staff to the PSCOC pursuant to NMSA 1978, §22-24-9 and is empowered with oversight functions as required by the PSCOC;

**WHEREAS**, all terms and conditions of the **RFP 94000-2026-001 Bond Reconciliation Consulting Services** and the Contractor’s response to such document(s) are incorporated herein by reference;

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

#### 1. Scope of Work.

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

#### 2. Compensation.

##### A. Monthly Invoicing.

The Contractor shall submit invoices on a monthly basis for services performed during the preceding month. Each invoice must include a detailed breakdown of work completed, hours (if applicable), and associated costs. Invoices shall be submitted later than the 15<sup>th</sup> of the following month.

##### B. Payment.

The total compensation under this Agreement shall not exceed \$XXXX inclusive of New Mexico gross receipts tax and expenses. **This amount is a maximum and does not guarantee that the assigned work to be performed by Contractor under this Agreement will reach 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 PSFA when the Services provided under this Agreement reaches 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 NMSA 1978, §13-1-158, 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 PSFA no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

- C. Taxes. Contractor will be reimbursed by PSFA for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE**. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under 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. Contractor shall require to hold PSFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions require 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.

### 3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the Final Required Signatory and shall terminate on **XXXXX** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, §13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, §13-1-150.

### 4. Termination.

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

B. Notice; PSFA Opportunity to Cure.

- 1) Except as otherwise provided in Paragraph (4)(B)(3), the PSFA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give PSFA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the PSFA's material breaches of this Agreement upon which the termination is based and (ii) state what the PSFA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the PSFA 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 PSFA 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 PSFA; (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 Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the PSFA'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 PSFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the PSFA or the Contractor of notice of termination of this Agreement, the Contractor shall:

- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the PSFA;
- 2) comply with all directives issued by the PSFA in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as the PSFA shall direct for the protection, preservation, retention or transfer of all property titled to the PSFA and records generated under this Agreement.

Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the PSFA upon termination and shall be submitted to the PSFA as soon as practicable.

## **5. Appropriations.**

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

## **6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the PSFA and are not employees of the State of New Mexico. 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 State of New Mexico 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. 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 PSFA.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the PSFA. 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 PSFA.

**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor 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 PSFA.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the PSFA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. 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 anyway 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 PSFA employee while such employee was or is employed by the PSFA and participating directly or indirectly in the PSFA'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 the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (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 State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State 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 State 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 State whose official act, while in State employment, directly resulted in the PSFA'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 PSFA.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the PSFA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the PSFA 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 Article 12 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 Article 12 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 PSFA and notwithstanding anything in the Agreement to the contrary, the PSFA may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in Article 12(B).

### **13. 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 PSFA 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 Article 4 herein, or to agree to the reduced funding.

#### **14. 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.

#### **15. Penalties for violation of law.**

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

#### **16. 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.

#### **17. 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.

#### **18. 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 PSFA.

#### **19. 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 PSFA, the General Services Department/State Purchasing Division and

the State Auditor. The PSFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the PSFA to recover excessive or illegal payments.

## **20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the PSFA 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, or if caused by the actions of any client of the Contractor 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 legal counsel of the PSFA and the Risk Management Division of the New Mexico General Services Department by certified mail.

## **21. 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.

## **22. 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.

## **23. 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 PSFA to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.  
Employer's 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. Professional Liability:
  - 1) One Million dollars (\$1,000,000.00) per occurrence
  - 2) Two Million dollars (\$2,000,000.00) annual

B. Contractor shall maintain the above insurance for the term of this Agreement and name the PSFA to this Agreement 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.

**24. 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 PSFA.

**25. 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 PSFA:

XXXXXX

1312 Basehart Road SE, Suite 200

Albuquerque, New Mexico 87106

To the Contractor:

XXXXXX

XXXXXX

XXXXXX

XXXXXX

**26. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**27. Warranties.**

Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW. Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

## **28. Succession.**

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

## **29. 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 provisions 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.

## **30. Default/Breach.**

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

## **31. Equitable Remedies.**

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

## **32. 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>.

## **33. Default and Force Majeure.**

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, 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.

**34. 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 PSFA.

**35. Release.**

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

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date of the PSFA signature below. Each of the signatories below may execute this Agreement by hard copy original, digital or electronic signature, any of which shall be deemed to be true and original signature hereunder.

By: \_\_\_\_\_  
Contractor Name  
Contractor Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marcos Trujillo, Executive Director  
New Mexico Public School Facilities Authority (PSFA)

Date: \_\_\_\_\_

Approved for financial sufficiency:

By: \_\_\_\_\_  
Matthew Schimmel, Chief Financial Officer  
New Mexico Public School Facilities Authority

Date: \_\_\_\_\_

The records of the Taxation and Revenue Department reflect that the **Contractor** is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**Contractor NM Tax ID Number:** XX-XXXXXX-XX-X

By: \_\_\_\_\_  
Taxation & Revenue Department

Date: \_\_\_\_\_

*Taxation and Revenue are only verifying the registration and will not confirm or deny taxability statements contained in this contract.*

# EXHIBIT A

## SCOPE OF WORK (SOW)

The Contractor shall perform a comprehensive, bond-by-bond reconciliation and financial audit review of all thirty-four (34) outstanding and historical SSTB and STB issuances listed below. The work shall include reconciliation of all active and closed PSFA projects associated with each bond:

- |                    |                     |
|--------------------|---------------------|
| 01. SSTB25SD 0001  | 18. SSTB18SB 0004   |
| 02. SSTB25SB 0001  | 19. SSTB17SB 0001   |
| 03. SSTB24SD 0001  | 20. STB17A 17-0001  |
| 04. SSTB23SD 0001  | 21. STB17SC 17-0001 |
| 05. SSTB24SB 0001  | 22. SSTB17SD 0001   |
| 06. SSTB22SD 0001  | 23. SSTB16SB 0002   |
| 07. SSTB23SB 0001  | 24. SSTB16SB 0001   |
| 08. SSTB21SD 0001  | 25. STB15A 99999    |
| 09. SSTB20SD 0002  | 26. STB15SC 17-0001 |
| 10. SSTB21SB 0001  | 27. SSTB15B 0001    |
| 11. SSTB19SD 0003  | 28. SSTB15SD 0001   |
| 12. SSTB19SD 0004  | 29. SSTB15SB 0001   |
| 13. SSTB20SB E0003 | 30. STB15SA 17-0001 |
| 14. SSTB18SD 0003  | 31. SSTB14SD 0001   |
| 15. SSTB19SB 0001  | 32. STB14A 17-0001  |
| 16. SSTB18SD 0001  | 33. SSTB14SB 0001   |
| 17. SSTB18SD 0004  | 34. SSTB13SB 0003   |

The Contractor shall complete the following tasks:

1. Bond-Level Reconciliation
  - a. Conduct a full reconciliation for each bond series, including:
    - i. Total bond proceeds received.
    - ii. Total expenditures recorded in SHARE.
    - iii. Total expenditures recorded in Trimble.
    - iv. All BOF draw requests and reimbursements.
    - v. Remaining balances, encumbrances, and close-out status.
    - vi. Missed certifications, recertifications, and decertification's.
  - b. Identify discrepancies between systems and source documents, including:
    - i. Expenditures reimbursed from incorrect bond sources.
    - ii. Duplicate or misapplied draws.
    - iii. Timing differences between SHARE, Trimble, and BOF systems.
    - iv. Any unrecorded or misclassified transactions.
2. Project-Level Reconciliation
  - a. Reconcile all active and closed PSFA projects tied to each bond series.
  - b. Validate that each project's expenditure aligns with:
    - i. The assigned A-code or Z-code.
    - ii. The approved MOU funding structure.
    - iii. The correct SSTB or STB authorization.
  - c. Confirm that project budgets, expenditures, and reimbursements are consistently reflected across:
    - i. SHARE project modules.
    - ii. Trimble project management data.
    - iii. PSFA internal master spreadsheets.
    - iv. BOF Bond Tracking System.

3. System-to-System Comparison and Validation
  - a. Perform a three-way reconciliation between:
    - i. SHARE financial system.
    - ii. PSFA Trimble database.
    - iii. BOF Bond Tracking System.
  - b. Validate that all bond proceeds, expenditures, and balances match across systems or are fully explained through reconciling items.
  - c. Review and document the accuracy of DeptID coding, project numbers, and funding source assignments.
4. Internal Spreadsheet Reconciliation
  - a. Reconcile PSFA's internal master spreadsheets and database, including but not limited to:
    - i. Bonds Sold Spreadsheet.
    - ii. SHARE expenditure and budget reports.
    - iii. BOF draw detail for each bond.
  - b. Ensure internal spreadsheets accurately reflect:
    - i. Bond proceeds.
    - ii. Expenditure totals.
    - iii. Draw activity.
    - iv. Remaining balances.
    - v. Project-to-bond allocations.
5. Documentation Review and Audit Trail Verification
  - a. Review supporting documentation for a sample of transactions, including:
    - i. Vendor invoices.
    - ii. Payment vouchers.
    - iii. Draw request packets.
    - iv. MOU funding allocations.
  - b. Verify that documentation supports:
    - i. Proper bond usage.
    - ii. Compliance with statutory and PSCOC and BOF requirements.
    - iii. Accurate and complete audit trails.
6. Identification of Errors, Risks, and Process Improvements
  - a. Identify systemic issues, recurring errors, or control weaknesses.
  - b. Provide recommendations for:
    - i. Enhanced reconciliation procedures.
    - ii. Strengthened internal controls.
    - iii. Improved alignment between SHARE, Trimble, and BOF systems.
  - c. Highlight any risks related to:
    - i. Bond compliance.
    - ii. Financial reporting.
    - iii. Future audits.

## **Deliverables.**

The Contractor shall provide the following deliverables:

1. Comprehensive Reconciliation Report
  - a. A formal written report (hard copy and electronic) that includes:
    - i. Executive summary of findings.
    - ii. Detailed bond-by-bond reconciliation results.
    - iii. Project-level reconciliation summaries.

- iv. System-to-system variance analysis.
    - v. List of all reconciling items with explanations.
    - vi. Identification of errors, misallocations, or discrepancies.
    - vii. Recommendations for corrective actions and process improvements.
  - b. Appendices containing:
    - i. Reconciliation tables.
    - ii. Supporting schedules.
    - iii. Crosswalks between SHARE, Trimble, BOF, and internal spreadsheets.
- 2. Corrective Action Log
  - a. A structured log of all discrepancies requiring PSFA action.
  - b. Categorized by severity, system, and responsible party.
  - c. Includes recommended remediation steps.
- 3. Updated Reconciliation Templates (Optional if requested)
  - a. Improved spreadsheet templates or tools to support ongoing PSFA reconciliation processes.
- 4. Presentation
  - a. Present findings to PSFA Executive Team, PSFA workgroup and PSCOC.

**Timeline.**

- 1. All deliverables are due no later than July 31, 2026.
- 2. Interim progress updates may be scheduled at PSFA's discretion.