



**CITY OF GRANTS
REQUEST FOR PROPOSALS
FOR CONSTRUCTION SERVICES
RFP # 2026 – Truman Park Basketball Court**

Proposal Deadline: May 14, 2026 at 3:00 PM MST

**Submit To:
Gloria Pargas
Chief Procurement Officer
600 W. Santa Fe Ave.
Grants, NM 87020
(505) 287-7927, Ext. 2010**

I. INTRODUCTION

A. Purpose

The City of Grants is seeking proposals from qualified construction companies for the Truman Park Basketball Court Project.

B. Submittal Closing, Time, and Location

Sealed proposals must be received no later than May 14, 2026 at 3:00 PM MST. Late proposals will not be accepted. Faxed or emailed proposals will not be accepted.

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal

deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered.

Proposals will not be received after the closing date and time indicated below.

Labeling:

REQUEST FOR PROPOSAL FOR CONSTRUCTION SERVICES

Submittal Closing:

May 14, 2026 at 3:00 p.m., MST

Submit to:

City of Grants

Chief Procurement Officer

Attention: Gloria Pargas

600 W. Santa Fe Ave.

Grants, NM 87020

C. Inquiries and Sequence of Events

Activity	Date
First Advertisement (Albuquerque Journal)	April 6, 2026
Second Advertisement (Valencia County News-Bulletin)	April 9, 2026
Final Advertisement (Rio Rancho Observer)	April 12, 2026
Deadline for Questions	April 21, 2026 (5:00 PM MST)
Responses Issued	April 23, 2026
Proposal Due Date	May 14, 2026 (3:00 PM MST)
Evaluation Period	On or about May 18 – May 29, 2026
Interviews (if required)	Week of June 1, 2026
Notice of Intent to Award	On or about June 4, 2026 (or as soon thereafter as practicable)
City Council Approval	June 2026 (Regular or Special meeting, as scheduled)
Contract Execution	Upon approval

Project Commencement

Upon Notice to Proceed (no work until issued by CPO)

Advertisement dates may vary by publication; schedule is based on final publication date.

II. TERMS AND CONDITIONS

A. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

B. 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.

C. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with The City. The City will make contract payments to only the prime contractor.

D. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

E. Amended Proposals

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

F. Offerors' 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 shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

G. Proposal Offer Firm

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

H. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual

public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

I. No Obligation

This procurement in no manner obligates the City or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

J. Termination

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

K. 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. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

L. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the City of Grants, City Manager or Chief Procurement Officer.

M. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The venue shall be Cibola County, New Mexico.

N. Basis for Proposal

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

O. Contract Terms and Conditions

The Contractor shall prepare the Agreement to be executed by both parties upon final review and approval of the City. The City reserves the right to negotiate with a successful Offeror the provisions of an Agreement to be executed pursuant to this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement. Each Offeror shall submit a proposed Agreement to be executed by both parties pursuant to this RFP.

P. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be

discussed only between the City and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

Q. 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 who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP.

R. Right to Waive Minor Irregularities

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

S. Change in Contractor Representatives

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

T. City Rights

The City reserves the right to accept all or a portion of an Offeror's proposal. In addition, The City reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

U. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall secure from The City 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.

V. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.

W. Electronic Mail Address Required

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

X. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as "subject to successful negotiation" or words to that effect. The letter of transmittal SHALL be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

Y. State Wage

State wage rates shall apply to any bid or proposal on construction or public works projects

in excess of \$60,000. In addition all Offerors shall comply with federal wage rates on applicable projects.

Z. Non Collusion

The Offeror certifies that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP. All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit.

AA. Reservation of Rights

This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirement herein, and issue addenda or amendments to this RFP.

BB. Proposal Inclusions

The Request for Proposals documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Offeror. All Offerors are encouraged to review and confirm that their proposals include and specifically addresses all of the proposal requirements prior to submitting as outlines elsewhere in this document. All Proposers shall complete and return one (1) original and (5) copies of their proposal on standard sized paper. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

CC. Professional Licensing

The Contractor, and any sub-contractor(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of New Mexico and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such a form as the City shall require.

DD. Insurance Requirement

The Contractor shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.

- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

EE. Business License

The Contractor, and any sub-contractor(s), shall obtain a valid City of Grants Business License on or before their commencement of work.

FF. Equal Opportunity

The City requires all Offerors to comply with equal opportunity policies.

GG. Independent Contractor

The Contractor shall agree to be an independent contractor. All persons employed by the Contractor in accordance with an Agreement resulting from the RFP will be employees of the firm, partnership, or corporation and not of the City of Grants.

HH. Appendix

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

II. Bonding Requirements

Bid Bond (5%), Performance Bond (100%), Payment Bond (100%).

JJ. Insurance – Certificate of Insurance (COI)

COI required. City of Grants must be listed as additional insured. Minimum \$1,000,000 coverage.

KK. State Wage Decision

Comply with NM Public Works Minimum Wage Act.

LL. Liquidated Damages

\$250 per day.

MM. Notice to Proceed

Issued by Chief Procurement Officer. No work prior.

III. REQUIRED INFORMATION

All proposals must include the following:

A. Letter of Transmittal

Offerors must submit a Letter of Transmittal signed by an authorized representative of the company or the individual committing to provide the construction services described in this

RFP, including a brief introduction and history of the company or individual, number of employees, proven work history, and a statement as to qualifications.

B. Table of Contents

Offeror must include a clear identification of the material by section and page number included in the proposal.

C. Qualification

Offeror must provide professional experience and qualifications for the Offeror and/or company and the designated individuals to provide the services specified in the Request for Proposals.

D. Project Approach and Timeline

The Offeror shall include in its proposal a detailed description of the approach to executing the Project, including project management and construction methodology. The Offeror shall also include a proposed Project timeline, including completion of key milestone dates and Project completion date. The Offeror shall also include a detailed cost estimate which includes labor, materials, and any other anticipated expenses, along with payment terms and conditions. The offeror shall include a timeline in accordance with project approach.

E. Cost Proposal

Offeror shall provide detailed cost proposal for completion of Scope of Work.

Offerors shall submit a detailed cost proposal that includes a comprehensive breakdown of all costs associated with the project. The cost proposal must include, at a minimum:

Description of Work – A clear and concise explanation of the work to be performed.

Labor Costs – Breakdown of all labor costs, including estimated hours, and roles.

Subcontracted Costs – Any costs related to subcontractors, including detailed descriptions and pricing.

Material Costs – Itemized list of all materials required, including unit costs and quantities.

Equipment Costs – Costs related to equipment usage, rental, or purchase.

Total Cost – A final total that sums all of the above components.

Failure to provide a fully detailed cost proposal may result in disqualification from consideration.

F. Required Forms

Offeror must provide completed Certification of Proposal Form (Please refer to Attachment A), Business Information Form (Please refer to Attachment B), Campaign Contribution Disclosure Form (Please Refer to Attachment C).

G. References

Offeror should provide contact information for three (4) municipal, public agency and/or key clients for which construction services have been provided in the last ten (10) years. Please include the contact person's name, address, phone number and email address.

H. Proof of Insurance

Offeror shall provide proof of insurance which meets the requirements of this RFP and should provide proof of bonding capacity.

I. Business License

Offeror shall provide a copy of its City of Grants Business License or complete application for the same.

IV. SCOPE OF WORK

The contractor shall provide all labor, materials, equipment, and supervision required to complete the project.

Site Preparation

- Mobilization and layout verification
- Subgrade preparation and compaction
- Proof rolling and grading as necessary
- Maintain approximately 1% slope for drainage
- Demolition of the previous slab completed by others

Concrete Basketball Court Construction

- 100 ft. x 55 ft. reinforced concrete slab
- 6-inch thick concrete slab
- Minimum 4,000 PSI concrete
- Wire mesh reinforcement throughout the slab
- #4 rebar perimeter reinforcement
- Perimeter footer approximately 12 inches wide and 10 inches deep

- Light broom finish suitable for athletic use
- Install control joints and expansion joints
- Cure concrete per ACI standards

Crusher Fines Installation

- Provide approximately 140 tons of crusher fines
- Spread and compact along court edges
- Blend grading with the surrounding park surface
- Ensure positive drainage away from the slab

Basketball Goals

- Clean existing basketball goals
- Prepare surfaces and repaint
- Restore goals to professional condition

Court Striping

Stripe the basketball court according to standard basketball court dimensions using exterior athletic surface paint.

Bench Reinstallation

Reinstall two existing park benches and ensure secure installation.

The Project must be constructed in compliance with Commercial Building Code, Existing Building Code, Commercial Energy Conservation Code, Electrical Code, Plumbing and Mechanical Code.

V. EVALUATION CRITERIA

Factor	Points
Company Experience	30
Past Performance	25
Personnel	10

Project Plan	20
Cost	15

ADDITIONAL OPTIONAL POINTS

Points will be awarded based on Offerors ability to provide a copy of a current Certificates

Resident Business Preference 8% of subtotal

Resident Native American Preference 8% of subtotal

Resident Veterans Preference 10% of subtotal

Resident Native American Veterans Pref. 10% of subtotal

Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

1. Company Experience (30 points) Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of proposed Staff.
2. Company Past Performance/References (25 points) Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.
3. Personnel Experience (10 points) Points for personnel experience will be awarded based upon an evaluation of each staff member's experience as it relates to their proposed role and the needs of this contract. Note: This factor should be divided into meaningful subfactors based upon the specific requirements of the solicitation. Some general criteria may include, education, years of experience etc.
4. Project Plan (20 points) Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan.
5. Cost (15 points) Up to 15 points will be awarded based upon the evaluation of costs proposed. The fee MUST be separately sealed and clearly marked.
6. Additional Optional Points
 - Resident Business Preference – 8% of the total points available in this RFP will be awarded if the proposal contains a copy the Taxation and Revenue Department's resident

business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

- Native American Resident Business Preference - A Native American business that has a valid resident business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22, NMSA 1978 shall receive an 8% preference of the total available points.
- Resident Veterans Preference – 10% of the total points available in this RFP will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident veterans businesses with annual revenues of \$3M or less.
- Native American Resident Veterans Business Preference - A business that has a valid resident veteran business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978 shall receive a 10% preference of the total available points.

D. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements 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, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to The City, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

Attachment A

Certification of Proposal

The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.

This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.

It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.

The proposal includes all components, figures and data required by this Request for Proposal.

This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.

The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment B
Business Information Form

Business Contact Information: _____

Name of Firm: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Website: _____

Federal Tax Number: _____

Number of Years in Business: _____

Number of Employees: _____

Does the firm/business maintain amounts of insurance specified by the City? Yes____ No____

Are there any claims that are pending against any insurance policies? Yes____ No____

If yes, describe: _____

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five years? Yes____ No____

Has the proposed designated City Attorney practiced municipal law a minimum of five (5) years? Yes____ No____

Is each of the proposed attorneys accredited and in good standing with the State Bar of New Mexico Yes____ No____

Business Classification: Corporation____ Partnership____ Individual____

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If a Partnership:

Name of all Partners:

Attachment C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

-OR-

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

Signature

Date

Title (position)