



ADDENDUM NO. 1
RFP No. 2026-004
General Contractor Services on Demand

Date: May 19, 2026

Purpose of Addendum

This Addendum is issued to clarify the contents of the RFP in response to questions received from a prospective Offeror.

Question No. 1: Page 11 Section C Item 3: Campaign Contribution Disclosure Form

a. Please attach/ send this document as I was unable to find it in the RFP Docs

NMFA Response to Question No. 1: A copy of a Campaign Contribution Disclosure Form is attached to this Addenda.

Question No. 2: Page 11 Section c Item 4: Conflict of Interest and Debarment/ Suspension Certification Form

a. Please attach/ send this document as I was unable to find it in the RFP Docs

NMFA Response to Question No. 2: A Conflict of Interest Form is attached to this Addenda.

Question No. 3: Page 22 Attachment E: Notarized Declaration of Surety

a. As this RFP is for an On- Demand contract rather than one specific project, will this document be required?

NMFA Response to Question No. 3: Yes, a letter from your surety should be provided to ensure your company is bondable.

Question No. 4: Page 24 Attachment G: Letter from Insurance Carrier

b. As this RFP is for an On- Demand Contract rather than one specific project, will this document be required?

NMFA Response to Question No. 4: A copy of an Accord Certificate Form referencing identified categories and limits from the RFP.

Question No. 5: Can NMFA clarify the anticipated annual contract volume and approximate annual budget allocation anticipated under this on-demand contract?

NMFA Response to Question No. 5: This solicitation represents the first procurement establishing price agreements for General Contractor Services on Demand. NMFA facility located at 810 West San Mateo is a newly remodeled building completed within the past year and remained under warranty throughout that period, no historical repair or maintenance data is available to inform projections of work volume.

For reference, the NMFA has allocated the following routine maintenance budgets, each managed separately based on trade:

- \$25,000 – General Construction
- \$25,000 – Plumbing
- \$25,000 – Electrical
- \$25,000 – HVAC

In addition, an extra \$100,000 has been budgeted for emergency repairs to the facility and/or its building systems. These amounts are provided solely for informational context and do not constitute a guarantee or forecast of future work volume.

Question No. 6: Can NMFA provide an estimated historical breakdown of project sizes issued under prior similar contracts (example: under \$5,000, \$5,000 to \$25,000, \$25,000 to \$100,000, and over \$100,000)?

NMFA Response to Question No. 6: See NMFA's response to Question No. 5.

Question No. 7: Based on historical usage, what percentage of work orders are typically categorized as:

- Emergency response
- Routine maintenance
- Repair work
- Tenant improvements
- Capital improvements or renovations

NMFA Response to Question No. 7: See NMFA's response to Question No.5.

Question No. 8: Can NMFA provide representative examples of projects performed under previous on demand contracts to better understand anticipated scope, complexity, and delivery expectations?

NMFA Response to Question No. 8: See NMFA's response to Question No. 5

Question No. 9: The RFP references maximum project values of both \$250,000 and \$500,000. Please clarify the intended maximum value per individual work assignment.

NMFA Response to Question No. 9: \$250,000

Question No. 10: Service Call and Emergency Response Expectations

Since this appears to be an on-demand service contract, can NMFA clarify required response times for:

- Emergency requests
- Urgent service calls
- Routine work requests
- Proposal and estimate turnaround expectations

NMFA Response to Question No. 10:

• Emergency Requests:

Contractor shall respond within 2 hours of notification. An emergency is any condition that poses an immediate risk to life, safety, security, or could result in significant facility damage if not immediately addressed.

• Urgent Service Calls:

Contractor shall respond within 24 hours of notification. Urgent work includes issues that materially impact operations but do not constitute an immediate emergency.

• Routine Work Requests:

Contractor shall respond within 3–5 business days for scheduling and commencement of work, unless otherwise agreed upon based on project scope.

• Proposal and Estimate Turnaround:

For work requiring written estimates, Contractor shall provide a written proposal within 5 business days of NMFA's request for pricing. More complex scopes may allow a mutually agreed extension if requested in writing before the due date.

These expectations will be incorporated into assignment orders issued under the resulting agreements. They establish minimum standards and do not prevent contractors from offering faster response capabilities.

Question No. 11: Procurement, Pricing Methodology, and Markups

- Will individual projects be competitively quoted among awarded contractors?
- Does NMFA anticipate using negotiated lump sum pricing, time and materials, unit pricing, cost plus, or competitively quoted proposals depending on project type?
- Are there limitations on subcontracting percentages, or does NMFA encourage self-performance capabilities?

NMFA Response to Question No. 11:

• Will individual projects be competitively quoted among awarded contractors?

NMFA will typically solicit a single quote on a per-project basis from one awarded contractor. This approach supports administrative efficiency for routine or small-scale work. However, if the anticipated spend on a project reaches a level where competitive pricing would be beneficial, NMFA may request multiple quotes from awarded contractors to ensure best value.

• Does NMFA anticipate using negotiated lump sum pricing, time and materials, unit pricing, cost plus, or competitively quoted proposals depending on project type?

NMFA will typically use a negotiated lump sum pricing methods depending on project scope and complexity. Other methods (such as time and materials, unit pricing, or cost-plus where appropriate) may be used when the nature of the work warrants, as reflected in the pricing structures outlined in the procurement documents.

• Are there limitations on subcontracting percentages, or does NMFA encourage self-performance capabilities?

NMFA does not impose a specific limitation on subcontracting percentages. While subcontracting is permitted and recognized as necessary for certain specialized trades, NMFA encourages strong self-performance capability from awarded contractors, particularly in the disciplines aligned with their licensure and proposed scope offerings. Subcontracting must comply with all requirements in the solicitation and be transparently identified in pricing and proposals.

Question No. 12: Contract Administration and Performance

- What factors will NMFA use when determining assignment of work among awarded contractors?
- Does NMFA anticipate awarding to multiple contractors, and if so, approximately how many?
- Are there minimum work guarantees or anticipated annual utilization expectations?

NMFA Response to Question No. 12:

NMFA anticipates that individual project assignments will typically be issued based on a single quote solicited from one awarded contractor. This approach is intended to streamline procurement for small or routine tasks. However, if the anticipated spend for a particular project reaches a level where competitive pricing would be beneficial, NMFA may elect to request multiple quotes from awarded contractors.

In making assignment decisions, NMFA may also consider:

- Contractor availability and capacity
- Past performance on NMFA assignments
- Trade specialty or unique competence related to the needed scope
- Ability to meet the required response time or schedule

• Does NMFA anticipate awarding to multiple contractors, and if so, approximately how many?

Yes. NMFA anticipates awarding to multiple contractors to ensure adequate coverage across trades and to maintain the ability to solicit competitive quotes when advantageous. The exact number of awards has not been predetermined but will be based on the responsiveness and qualifications of proposers.

• Are there minimum work guarantees or anticipated annual utilization expectations?

No. NMFA does not guarantee any minimum volume of work under the resulting agreements. Because this facility was recently remodeled and was under warranty, resulting in no historical maintenance data, annual usage is not forecastable at this time. Work will be assigned only as needs arise, and actual utilization will depend on facility conditions and emergent repair requirements.

Question No. 13: I have a few questions regarding this RFP.

Offeror Information Form (attached) doesn't have a space for us to list our license, DOL No., our CRS, nor acknowledge addenda.

- ___ Item 1 Offeror Information Form (including the information listed immediately below)
 - ___ NM State License Number & Classifications
 - ___ NM DOL (Workforce Solutions) Certificate Number
 - ___ Contractor's New Mexico Gross Receipts Tax Number
 - ___ Contractor's Federal Employee Identification Number
 - ___ Acknowledgment of Receipt of Addenda (If applicable)
 - ___ Price
 - ___ Signature and Corporate Seal (if applicable)

NMFA Response to Question No. 13: An attached Offeror Information Form is included to address this question.

Question No. 14: There is no campaign contribution form attached to the RFP. Where may I find this form?

NMFA Response to Question No. 14: See Question No. 1 for a response to this question.

Question No. 15: There is no Conflict of Interest and Debarment/Suspension Certification Form attached to the RFP. Where may I find this form?

NMFA Response to Question No. 15: See Question No. 2 for a response to this question.

All Other Provisions Unchanged

Except as specifically stated in this Addendum, all terms, conditions, and requirements of the RFP remain unchanged.

Acknowledgement of Addenda No. 1:

Printed name: _____

Signature: _____

Title: _____

Company Name: _____

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter a contract with any state agency or local public body **for general services on demand** 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 offeror 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(s) 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(s) or influence the award(s) of the contract for which the prospective contractor is submitting a competitive sealed offeror or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive offeror.

"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 federal, 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 commencing with the public notice of the request for offerors and ending with the award(s) of the contract or the cancellation of the request for offerors.

"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 offeror process set forth in the Procurement Code or is not required to submit a competitive sealed offeror 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) _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX B

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a offeror to Rio Rancho Public Schools in response to the above referenced request for offerors.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Rio Rancho Public Schools (or close relative), except for the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Rio Rancho Public Schools employee, board member or close relative, except for the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____

List below the name(s) of any Rio Rancho Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor: _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Rio Rancho Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award(s) of the purchase order or contract.

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

**APPENDIX C
OFFEROR'S INFORMATION FORM**

Date of Offeror: _____

New Mexico State Contractor's License No: _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Offeror of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Offerors for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No. _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Offerors and that the Owner reserves the right to reject any or all offerors and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____

Email: _____

Affix Corporate Seal if offeror is by Corporation)