

REQUEST FOR PROPOSALS
FOR
DATA COMMUNICATIONS, AUDIO, LIGHTING AND
TELEPHONE SERVICES
RFP#23-003

AT
EXPO NEW MEXICO

STATE OF NEW MEXICO
NEW MEXICO STATE FAIR

PREPARED BY:
NEW MEXICO STATE FAIR
ISSUE DATE: March 6, 2023

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REQUEST FOR PROPOSALS**

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I. INTRODUCTION

A. Purpose of this Request for Proposals

The State of New Mexico, New Mexico State Fair Commission, (“Fair”), is inviting responsible offerors to submit competitive sealed proposals to provide data communications, audio, lighting and telephone services. As further described below, after taking into consideration the evaluation factors set forth in the Request for Proposals, at the end of the evaluation process the responsible offeror whose proposal is found to be the most advantageous to the Fair will be selected for contract award. At that point, it is anticipated the Fair will enter into an agreement with the selected offeror who shall perform in the capacity of providing data communications, audio, lighting and telephone services.

B. Summary of Scope of Work and Term

The scope of work shall consist of providing consultation and technical support for paging systems and communication equipment; providing related services to Fair lessees at the request of the Fair. A detailed scope of work, which is subject to regulatory oversight, may be found in Appendix "B", titled “Contract Terms and Conditions.”

This Agreement shall not become effective until signed by the general manager of the Fair. This Agreement shall terminate, without notice, on June 30, 2024. The Fair reserves the option of renewing the contract for a maximum of three additional one year periods, or any combination of years and/or months not to exceed three years, at the same terms and conditions contained herein, subject to written concurrence by the Contractor and the Fair.

C. Procurement Manager

Any questions which arise prior to the submission of proposals may be directed in writing or by telephone to:

New Mexico State Fair
P.O. Box 8546
Albuquerque, NM 87198-8546
Attn: Antoinette Kulinna
(505) 222-9754
antoinette.kulinna@expo.nm.gov
FAX: (505) 266-7784

All deliveries via express carrier should be addressed as follows:

Antoinette Kulinna
New Mexico State Fair
Administration Building, Gate 3
300 block San Pedro Blvd., N.E.
Albuquerque, New Mexico 87108

Any inquiries or requests regarding this procurement should be submitted to the procurement manager in writing. Other employees of the Fair do not have the authority to respond on behalf of the Fair. However, nothing stated by the Procurement Manager orally or in writing shall operate to amend this RFP unless such statements are reduced to a written amendment in accordance with GSD Rule 1.4.1 NMAC. NO ORAL OR WRITTEN QUESTIONS CONCERNING THIS RFP SHALL BE DIRECTLY ADDRESSED BY OFFERORS OR POTENTIAL OFFERORS TO ANY OTHER MEMBER OF THE FAIR UNTIL CONTRACT HAS BEEN AWARDED AND THE PROTEST PERIOD HAS EXPIRED. AN OFFEROR'S FAILURE TO COMPLY WITH THIS RESTRICTION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR.

D. Definition of Terminology

"Annual Event" means the Annual State Fair Event traditionally held during the month of September at Expo New Mexico in Albuquerque, New Mexico. The beginning date and the number of days allocated for the Annual Event is subject to change at the discretion of the Fair/Expo.

"Contractor" means successful offeror awarded the contract.

"Expo New Mexico" or "Expo" is the facility that houses the properties owned by the State of New Mexico, New Mexico State Fair Commission.

"New Mexico State Fair Commission" or "Fair" is the agency under whose jurisdiction this Request for Proposals is released.

"Offeror" is any person or legal entity that chooses to submit a proposal in response to this Request for Proposals.

"Interim Event(s)" means any event held at "Expo" other than the Annual Event.

"Request for Proposal" or "RFP" means all documents, 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 Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material aspects of a request for proposals include, but are not limited to, quality, quantity, or delivery requirements.

"1FB" means one flat business telephone service.

The terms "must," "shall," "will," and "require" identify a mandatory item or factor. Failure to

comply with a mandatory item or factor will result in the rejection of the offeror's proposal. The terms "can," "may," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

E. Background Information

The New Mexico State Fair Commission is an agency of the State of New Mexico. Its mission is to preserve and enhance the agricultural, multi-cultural heritage, and historic legacy of New Mexico.

The 2022 Annual Event had an attendance of approximately 476,000. The 2023 eleven-day Annual Event will be held September 7th through September 17th.

During the Annual Event, the Fair features livestock, agricultural, and art exhibits, concessions, villages emphasizing cultural heritage, a carnival and live horseracing. A variety of free entertainment is available on the streets and stages. The Fair is also host to a series of PRCA sanctioned rodeo performances in Tingley Coliseum with entertainment provided by a variety of major stars.

Expo New Mexico, which is situated on a 236 acre site in the heart of Albuquerque, is open year-round and is the site of many other events: equestrian, livestock, dog, cat, car, ice, arts and crafts shows, home and builders' shows, concerts, circuses, live and simulcast horse racing, a casino featuring slot machines, rodeos and many others.

Our Fair remains a historic and cultural beacon for the generations to come, and we continue to nurture and grow a year-round business model for our agency that ensures its self-sustainability far into the future. Please visit the EXPO New Mexico Website at www.ExpoNM.com for more information regarding the Fair, interim events, and the Flea Market.

The following information is provided only as an aid to the offeror in estimating its costs and preparing its proposal.

A. It is estimated that approximately 250 hours of data communications services were required for the 2018 Annual Event.

B. At times other than the Annual Event, concert promoters, who rent the Fair's facilities, are responsible for all set-ups and tear-downs, maintenance of equipment, and providing their own equipment. The presence of the Contractor will not be required. Occasionally, a smaller event will rent Fair-owned equipment. The Contractor will be expected to hook-up and maintain this equipment.

C. In the event that the Fair contracts with a sports franchise, the Contractor would be responsible for duties associated with those events. The individual events are billed separately and paid by client.

D. The Contractor will be expected to hook-up and maintain the Fair's in-house paging systems when requested by Fair.

E. The Contractor will be expected to extend 1FB telephone service from the “D” mark located on the fairgrounds to various vendor locations and to locations for the Fair’s use when requested by Fair. The fee for extending 1FB service to VENDORS (not the Fair) will be charged to the Fair as an additional fee and will not be included in the offeror’s hourly rate.

F. The Contractor will not be asked to buy or provide any additional equipment at its expense. When it is necessary to have the Fair’s equipment repaired or replaced, the Fair will procure the services or parts and pay the vendor directly via a purchase order. All equipment purchased or replaced must meet current industry standards where all hardware is readily available and is not of a proprietary nature.

G. Work requested by vendors, exhibitors, or shows, which is within the Contractor’s scope of work, will be ordered from the Contractor by the Fair. The Contractor will bill the Fair for the work performed, rather than the vendor, exhibitor, or show. Prior to an event taking place, the Fair will need a price estimate from the Contractor for the services it will be performing for the event.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule. However, departure therefrom shall not invalidate a procurement where Fair management determines the departure not material.

	ACTION	RESPONSIBILITY	DATE (if known)
1.	Issue of RFP	Fair	3/6/2023
2.	Pre-proposal conference (if any)	Fair, Potential Offerors	3/14/2023 11:00 AM
3.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
4.	Deadline to submit additional questions	Potential Offerors	3/17/2023 2:00 PM
5.	Response to written questions/RFP amendments	Fair	3/21/2023
6.	Submission of proposal	Offeror	4/6/2023 2:00 PM
7.	Proposal evaluation	Evaluation Committee	
8.	Selection of Finalists	Evaluation Committee	
9.	Best and Final Offers from finalists	Offeror	
10.	Oral presentation by finalists (if any)	Offeror	
11.	Contract finalization	Fair, Offeror	3 business days
12.	Contract award	Fair Management	
13.	Protest deadline	Offeror	15 calendar days after knowledge of facts or occurrences giving rise to the protest

B. Explanation of Events

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

1. Issue of RFP

This RFP is being issued by the Fair.

Additional copies of the RFP can be obtained from the Procurement Manager.

2. Pre-Proposal Conference

A pre-proposal conference and tour will be held on **Tuesday, March 14, 2023 at 11:00 AM** at the Administrative Building located on the New Mexico State Fairgrounds. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph C.) The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal, but is strongly encouraged.

3. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (see Appendix "A") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the date stated on the form.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and in such case, the potential offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Written Questions.

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 2:00 p.m. local time on Friday, March 17, 2023. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph C.)

5. Response to Written Questions/RFP Amendment

Written responses to written questions and any RFP amendments will be distributed to all potential offerors whose organization name appears on the procurement distribution list. An "Acknowledgement of Receipt Form" will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered, or returned by

facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments should be received by the Procurement Manager no later than five (5) days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON THURSDAY, APRIL 6, 2023. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal at the Expo New Mexico State Fairgrounds receptionist desk by the receptionist on duty in the administration building upon their arrival. Proposals must be addressed to the Procurement Manager and delivered to the receptionist on duty at the address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Data Communications, Audio, Lighting and Telephone Services" RFP. Proposals submitted by facsimile will not be accepted.

NO EXCEPTIONS TO THIS DEADLINE WILL BE ALLOWED. For the purpose of determining the timeliness of a proposal, cell phone time in the reception area of the administration building of the Expo New Mexico State Fairgrounds will be used to sign in any and all competitive proposals and will be deemed to be the "Official Time".

A public log will be kept of the names of all offeror organizations which submitted proposals. Pursuant to NMSA 1978 § 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Evaluation of Proposals

The evaluation of proposals will be performed by an Evaluation Committee selected by the management of Expo New Mexico. This process will take place following the due date specified in Paragraph II.6. During this time, the Procurement Manager may, at her option, 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 the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations, if any, will be determined at this time.

9. Best and Final Offers from Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified and amended in writing

at the finalist offeror's oral presentation.

10. Oral Presentation by Finalists

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation.

11&12. Contract Award

After review of the Evaluation Committee Report, a contract will be sent for execution to the offeror deemed by the evaluation committee as most advantageous to the Fair. The Offeror will return the signed contract to the Fair, and the signed contract will then be submitted to Fair management for consideration and possible award. Please be advised that no contract with the Fair is legal and binding until approved by and executed by the general manager.

The contract will be awarded to the responsible offeror or offerors 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.

In the event that mutually agreeable terms cannot be reached within the time specified, the Fair reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with NMSA 1978 §13-1-172 and applicable procurement regulations and must be filed no later than 15 calendar days after knowledge of the facts or occurrences giving rise to the protest. Any person or business that has been sent written notice of any fact or occurrence is presumed to have knowledge of the fact or occurrence. Protests must be written and must include the name and address of the protestor and the Request for Proposals title. The protest must provide any other information requested by the Procurement Manager. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager.

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, GSD Rule 1.4.1 NMAC. (Available on the internet at www.state.nm.us/spd)

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal (Appendix "D"). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in the preparation, transmittal or presentation of any proposal or material submitted in response to this Request for Proposals will be borne solely by the offeror. In addition, the New Mexico State Fair Commission will not be responsible

for any costs or expenses incurred by the offeror in making its oral presentation.

3. 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 Fair. The Fair will make contract payments to only the prime contractor.

4. Subcontractors

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

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. The Fair's personnel will not merge, collate, or assemble proposal materials.

6. 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 must 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 proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is submitted.

8. 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 the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written Request for Confidentiality, the Procurement Manager shall examine the offeror's Request for

Confidentiality and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or the Fair to the eventual rental, lease, purchase, etc., of any product, equipment or services offered until a valid written contract is approved by Fair management and other appropriate authorities.

10. Termination

The New Mexico State Fair Commission reserves the right to cancel this Request for Proposals at any time for any reason, and to reject any or all proposals, in whole or in part, submitted in response to this Request for Proposals.

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 effected by sending written notice to the Contractor. The Fair's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor as final.

12. Legal Review

The Fair requires that all offerors agree to be bound by the General Requirements contained in this RFP. Offerors are encouraged to seek legal counsel for a review of this document. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico. Venue shall lie in Bernalillo County, State of New Mexico.

14. Basis for Proposal

Only information supplied by the New Mexico State Fair in writing through the Procurement Manager or in this Request for Proposals should be relied upon in preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Fair and a contractor will follow the format specified by the Fair and contain the terms and conditions set forth in Appendix "B", "Contract Terms and Conditions". However, the Fair reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

Should an offeror object to any of the Fair's terms and conditions, as contained in this Section

or in Appendix "B", that offeror must propose specific alternative language that would be acceptable to the Fair. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Fair 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.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. 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 Procurement Manager will reject the proposal of any Offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections NMSA 1978 §§ 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

20. Change in Contractor Representatives

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

21. Notice

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

22. Ownership of Proposals

All documents submitted in response to this Request for Proposals become the property of the State of New Mexico, New Mexico State Fair Commission.

23. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions / RFP Amendments).

24. 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 Fair, the Version maintained by the Fair shall govern.

25. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

Offerors shall deliver four (4) signed, identical sealed copies of their proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals.

C. Proposal Format

All proposals must be typewritten or computer generated on standard 8 1/2 by 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder. Pages must be numbered sequentially. Proposal must be readily separable from the binder in order to facilitate copying by the Fair, should extra copies be necessary. Ring binders, presentation folders, and report folders are acceptable. Comb binders, strip binders and other binders of a similar nature are NOT acceptable.

1. Proposal organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal (Appendix "D")
- b) Table of Contents
- c) Response to Mandatory Specifications
- d) Response to Other Specifications
- e) Completed Cost Response Form (Appendix "C")
- f) Offeror's Additional Terms and Conditions
- g) Other Supporting Material

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. **All discussion of proposed costs, rates or expenses must occur only in the section with the cost response form.**

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

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.

2. Letter of Transmittal

The proposal must be accompanied by a letter of transmittal. The letter of transmittal must:

- a) Identify the name and address of the submitting organization;
- b) Identify the name, title, telephone and fax numbers, and e-mail address of the

person authorized by the offeror to contractually obligate the organization;

- c) Identify the name, title, telephone and fax numbers, and e-mail address of person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone and fax numbers, and e-mail address of persons to be contacted for clarification.
- e) **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1, the Procurement Code Regulations GSD Rule 1.4.1 NMAC. (This paragraph is found on page 11 of the RFP.)
- f) Be signed by the person authorized to contractually obligate the organization.
- g) Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. Mandatory Specifications

No points will be awarded for meeting the Mandatory Specifications, but failure to meet them will result in rejection of the Offeror's proposal.

1. CONTRACT TERMS AND CONDITIONS

Offeror should use the form found in Appendix "E" in response to this specification.

Offerors must respond to the requirements found in Appendix "B", "Contract Terms and Conditions". Specifically state whether or not offeror is prepared to meet each of the requirements set forth in paragraphs 1 through 39, on an item by item basis in the order in which they appear. It is not necessary to re-type each paragraph. An offeror may state that he/she is prepared to meet each of the requirements by referencing the specific paragraph numbers to which the offeror is agreeing. If the offeror is not prepared to meet certain requirements, state the paragraph number(s) to which you are referring at this point and state your objections with specificity.

2. RECOGNIZED HOLIDAYS

Offer must submit a list of all Holidays recognized by their firm.

3. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Appendix "F", Campaign Contribution Form. This form must be submitted with your proposal whether an applicable contribution has been made or not.

B. Other Specifications

1. EXPERTISE RELATED TO SCOPE OF WORK: Describe the offeror's expertise and capabilities with regard to the following:
 - a. Technical support during the Annual Event
 - b. Overall communications needs and technical support assistance, including servicing Fair lessees.
 - c. Method of providing 24-hour on-call service.
2. OFFEROR EXPERIENCE: The offeror should submit with its proposal a statement of relevant corporate experience. The offeror should thoroughly describe their experience with similar projects for other clients.
3. STAFF EXPERIENCE: The offeror should submit with its proposal resumes for each key staff member who will be responsible for the performance of the contract. Describe proposed staffing, including training received by offeror's staff.
4. REFERENCES: Offerors must submit corporate references. Each reference must include the name, address, and telephone number of a contact person who can describe, in some detail, the quantity, quality, and substance of the services provided. Offerors are encouraged to contact each reference to verify telephone numbers and current availability of references.
 - a. Corporate reference – Submit three (3) corporate references from previous clients, other than the Fair, who have received similar services to those required in this RFP.
5. ADDITIONAL SERVICES/EQUIPMENT: Should the offeror desire, it may propose any extra services or equipment that has not been requested in this RFP. State the costs, if any, for such service/equipment. The offeror can earn up to fifty (50) award points should any of these services or equipment be desirable to the Fair.
6. COST TO THE FAIR: The offeror must complete the "Cost Proposal Form" found in Appendix "C" without deviation from the required format. Do not re-type the form or alter the form in any manner.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with a point value assigned to each. These weighted factors will be used in the evaluation of individual offeror proposals. Only finalist offerors will receive points for oral presentations, if any.

SPECIFICATION	POINTS AVAILABLE
1. <u>Expertise Related to Scope of Work</u>	
Technical support during Annual Event	100
Overall communications needs & technical support assistance	100
Method of providing 24-hour on-call service	40
Sub-total	240
2. <u>Experience and References</u>	
Offeror experience	60
Offeror references	50
Staff experience	40
Sub-total	150
3. <u>Additional Services/Equipment</u>	50
4. <u>Cost to Fair</u>	
Interim Events services	90
Unscheduled work	75
Annual Event services	100
1FB service	45
Sub-total	310
5. <u>Oral Presentation, if any</u>	50
TOTAL	800
6. New Mexico Preference- Resident Vendor Points	
7. New Mexico Preference – Resident Veterans Points	

B. Evaluation Criteria

Points will be awarded on the basis of the following weighted evaluation criteria:

1. **EXPERTISE RELATED TO SCOPE OF WORK:** Points will be awarded based upon the degree of expertise the offeror can provide in meeting certain requirements of the scope of work.

a. **TECHNICAL SUPPORT DURING ANNUAL EVENT:** Points will be awarded based on quality and quantity of proposed staffing, relevant experience with audio and lighting and contractors in similar venues, experience with installation and maintenance of similar audio, lighting, and communications equipment.

b. **OVERALL COMMUNICATIONS NEEDS AND TECHNICAL SUPPORT ASSISTANCE, INCLUDING SERVICING FAIR’S LESSEES:** Points will be awarded based on experience and technical knowledge with regard to paging and related equipment, audio, lighting, computer, telephone system, and security devices. Offeror should also describe expertise in any other areas that might be relevant.

c. **METHOD OF PROVIDING 24-HOUR ON-CALL SERVICE:** Describe the type of communication device(s) that will be used to provide the Fair the ability to contact the Contractor at any time. Points will be awarded based on ease of contact procedure and perceived effectiveness of method proposed. Describe back-up procedure if main contact person will not be available.

2. **EXPERIENCE AND REFERENCES:** Points will be awarded based upon an evaluation of offeror’s corporate and proposed staff experience based on similar projects and the skill and experience level of staff proposed. Consideration will be given to client satisfaction, including quality and timeliness of work performed for previous clients.

3. **ADDITIONAL SERVICES/EQUIPMENT:** Points will be awarded based on the relevancy, desirability, and relative cost, if any, of additional services/equipment proposed. The cost of additional services and/or equipment will not be included in the cost proposal evaluation.

4. **COST TO THE FAIR AND FAIR’S LESSEES:** The evaluation of each offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offeror's Cost}} \times \text{max number of Points in each category}$$

For a detailed description of the following cost categories, see paragraph 5, “Description of Services for Compensation”, in Appendix “B”.

An offeror's cost score will be determined as follows:

COST CATEGORY	AWARD POINTS
1. Hourly rate for Interim Event Services	90
2. Hourly rate for unscheduled work outside of normal working hours	75
3. The offeror's lump sum charge for Annual Event Services	100
4. Maximum charge per line for 1FB service to vendor location	45

Extra services and equipment the offeror may propose will not be included in the cost evaluation.

In submitting a proposal for Evaluation Criteria number 4, the Offeror must complete the "Cost Proposal Form" found in Appendix "C" without deviation from the required format. Do not re-type the form or alter the form in any manner.

5. ORAL PRESENTATION, IF ANY: Points will be awarded to finalist Offerors for the oral presentation based upon the quality of the presentation, the knowledge and experience of the key staff, response to questions, and demonstrated understanding of the project.

6. NEW MEXICO PREFERENCES: Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate, the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form, the Preference Points are awarded as followings:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

C. Evaluation Process

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 which 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 to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations, if any, will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Fair, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the New Mexico State Fair management as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX "A"

REQUEST FOR PROPOSALS
NEW MEXICO STATE FAIR
DATA COMMUNICATIONS, AUDIO, LIGHTING AND TELEPHONE SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM NUMBER ONE

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, consisting of a cover page, a table of contents, forty two (42) pages of text that include Appendices "A" through "F".

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on March 14, 2023. Only potential offerors who elect to return this form will receive copies of all offerors' written questions and the Fair's written responses to those questions as well as RFP amendments, if any are issued. Response by fax is acceptable for this form, but not for proposals.

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO: _____ FAX NO: _____

REPRESENTED BY: _____
(Please print)

TITLE _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to this request for proposals.

Firm intends to respond to this request for proposals (circle one):

DOES OR DOES NOT

APPENDIX "B"
CONTRACT TERMS AND CONDITIONS
STATE OF NEW MEXICO
NEW MEXICO STATE FAIR COMMISSION
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, New Mexico State Fair**, hereinafter referred to as the "Fair" and _____, hereinafter referred to as the "Contractor".

IT IS AGREED BETWEEN THE PARTIES:

1. Definitions.

"Annual Event" means the Annual State Fair Event traditionally held during the month of September at Expo New Mexico in Albuquerque, New Mexico. The beginning date and the number of days allocated for the Annual Event is subject to change at the discretion of the Fair.

"Fairgrounds" means the New Mexico State Fair located on approximately 236 acres between the streets of Lomas and Central and Louisiana and San Pedro in Albuquerque, Bernalillo County, New Mexico.

"Expo New Mexico" or "Expo" is the facility that houses the properties owned by the State of New Mexico, New Mexico State Fair.

"Contractor" means successful offeror awarded the contract.

"Request for Proposal" or "RFP" means all documents, attached or incorporated by reference, used for soliciting proposals.

2. Scope of Work.

The Contractor shall:

- a. Provide technical support for all sound and communication equipment during the Annual Event. Duties shall include, but not be limited to, installation and maintenance of all sound and communications equipment owned by the Fair and used on the Fairgrounds during the Annual Event; supervision of installation and operation of equipment supplied to the Fair by others at all fairground venues, including audio and lighting equipment used at Tingley Coliseum, during rodeos and concerts produced by the Fair, and at all other venues. Services provided to sound and lighting contractors will be at the direction of the Fair's coordinator. The Contractor's presence will be required on the fairgrounds during the sound and light crew operating hours during the Annual Event.
- b. Assist the Fair in the overall communications needs and technical support, as requested by Fair, throughout the year. Fair communications equipment includes, but is not limited to, paging systems, audio, lighting, computer, telephone system, and security devices.

- c. Provide related services to Fair lessees at the Fair's request and at the Fair's expense. Prior to an Interim Event taking place, the Contractor shall submit a price estimate to Fair for the services the Contractor will be performing for the Interim Event. Contractor may use Fair owned equipment as available to provide these services.
- d. Provide twenty-four (24) hour on-call service.
- e. Provide additional services and/or equipment as proposed by Contractor, when needed and requested by Fair. An itemized list of Contractor's equipment available for use by Fair is attached as Exhibit "A".
- f. If requested, Contractor may collect 1FB fees from Fair's vendors during the Annual Event. Contractor will remit Fair's portion of the 1FB fees to the Fair within seven days of collection accompanied by a full accounting of the services rendered.

3. Fair Responsibilities.

The Fair shall provide to the Contractor a list of individuals authorized to sign work orders. Individual work orders will be numbered sequentially, dated and signed by an authorized individual on the list prior to commencement of work. However, without a work order, payment will not be made. Work orders will not apply to the Annual Event.

4. Work Environment.

The Fair shall provide storage and office space as designated by Fair. Fair shall also provide utilities for said storage space. Fair shall not furnish office equipment or furnishings.

5. Description of Services for Compensation.

A. INTERIM EVENT SERVICES: Includes all work performed between the hours of 8:00 AM to 6:00 PM, Monday through Friday, plus any work performed after normal working hours and on weekends and holidays that the Fair has requested to be scheduled at least forty-eight (48) hours in advance.

B. UNSCHEDULED WORK: Work performed outside of normal working hours, weekends, and holidays that has not been requested forty-eight (48) hours in advance. This applies to interim event services only.

C. ANNUAL EVENT SERVICES: Services provided by the Contractor for the Annual Event meaning all services provided beginning September 1 and ending September 30 with the exception of services provided for contracted Interim Events occurring during this period and 1FB telephone work for vendors or lessees. Work related to Interim Events during this period will be paid according to the Interim Event Services fee, in 6.A, below.

D. 1FB SERVICE: A fee per line for extending 1FB telephone service from the "D" mark located on the fairgrounds to vendor locations inside buildings or areas that are already wired.

6. Compensation.

A. The Fair shall pay to the Contractor in full payment for services rendered and satisfactorily performed pursuant to the Scope of Work as follows:

TYPE OF SERVICE	SERVICE FEES	
Interim Event Services	\$ ____	per man hour
Unscheduled Work	\$ ____	per man hour
Annual Event Services	\$ ____	lump sum
1FB Service	\$ ____	per line

B. Such compensation shall not exceed \$____ excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in an amount not to exceed \$ ____ shall be paid by the Fair to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$____.

C. The Fair shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder, signed and certified by Contractor to be complete and correct.

D. Within fifteen days after the date the Fair receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the Fair shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Fair finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Fair that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

7. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 9 (Termination), or paragraph 17 (Appropriations). The Fair reserves the option of renewing the contract for a maximum of three additional one year periods, or any combination of years and/or months not to exceed three years, at the same terms and conditions contained herein.

8. Termination.

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

B. Notice; Fair Opportunity to Cure.

1. Except as otherwise provided in Paragraph (9)(B)(3), the Fair shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Fair written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Fair's material breaches of this Agreement upon which the termination is based and (ii) state what the Fair must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Fair 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 Fair 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 Fair; (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 16, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Fair'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 FAIR'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 Fair 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 Fair; 2) comply with all directives issued by the Fair in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Fair shall direct for the protection, preservation, retention or transfer of all property titled to the Fair 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 Fair upon termination and shall be submitted to the Fair as soon as practicable.

9. Conduct Harmful to Fair.

A. In the event the Contractor engages in conduct, whether or not during working hours, which endangers the health or safety of the public, contestants, or other persons on the Fair's grounds, or tends to injure the property or reputation of the Fair, Fair shall have the right to immediately terminate Contractor's services.

B. Contractor assumes the full responsibility for the character, acts, and conduct of all persons under its employ and direction. Fair reserves the right to remove any person deemed by Fair to be detrimental to the Fair or the operations of its business.

10. Contract Administrator.

The Contract Administrator for this Agreement will be the Fair's Event Manager. This individual

is designated to administer the Agreement on behalf of the Fair. The Fair's Contract Administrator may be changed only by means of writing by the Fair's general manager.

11. Insurance.

A. Contractor agrees to provide and maintain comprehensive general liability insurance coverage in the amount of at least \$1,000,000.00 single limit for bodily injury and property damage. Or as an alternate, a split limits policy with minimum limits of \$700,000.00 bodily injury per person, \$1,000,000.00 bodily injury per occurrence and \$100,000.00 property damage per occurrence is required. In addition, Contractor must provide to the Fair a certificate of insurance naming the **New Mexico State Fair** as an additional insured. A copy of the insurance policy and all riders or amendments naming the **New Mexico State Fair** as an additional insured, must be available upon request of the Fair.

B. Contractor's insurance carrier must be admitted to do business in the State of New Mexico and be listed in the AM Best rating guide with a general policy holder's rating of B+ or higher and a financial category of VII or higher (B+VII). A non-admitted carrier approved by the New Mexico Department of Insurance will be considered if it has an AM Best rating of B+VII or higher.

12. Contractor's Property.

Contractor acknowledges that in conjunction with the Agreement, materials, items, and other tangible property may be brought into Expo. Such property is the sole responsibility of Contractor and as such, Contractor has the sole and exclusive responsibility for the care and safety of all such property brought into Expo. Fair does not make any warranties or promises as to the care, maintenance or security of any such property. Any damage to said property caused by rain, hail, wind, fire, or any other natural phenomena shall be covered by Contractor's insurance policy. Additionally, the Fair is not responsible for any damage, direct or incidental, caused by the negligent or intentional acts of a third party.

13. Regulation Compliance.

Contractor must comply with all state and federal laws. Contractor agrees to allow representatives of the Fair and other state agencies or departments access to all areas and activities described herein for the purpose of conducting audit or safety inspections. Licensee shall adhere to guidelines for containing the COVID-19 pandemic set forth by the New Mexico Department of Health (NMDOH) as well as all New Mexico State Fair COVID Safe practice policies and procedures. In addition, the State of New Mexico has published *All Together New Mexico* (<https://nmml.org/together-new-mexico-covid-safe-practices-individuals-employers/>), a guide for individuals and businesses on COVID Safe Practices.

14. Photography and Publicity Rights.

Contractor recognizes that marketing of the Fair and its grounds requires use of photography and video. Contractor hereby expressly grants to the Fair the irrevocable, assignable right and license to take, use, and publish Contractor's images, images of Contractor's employees, or property without the need for any other approval. Contractor also releases the Fair, its agents or assigns, from all claims related to the licenses that have been granted in this release.

15. Limited Liability.

Contractor agrees that Fair shall not be liable to Contractor for lost profit or other financial loss to Contractor of any type or description, including any special, indirect, reliance, incidental or consequential damages, which may be caused directly or indirectly from 1) performance of this agreement, 2) termination of this agreement for any reasons specified herein, 3) for any time delays, inadequacies of services of Fair or any use of its facilities, including the contracted space or by any deficiency or defect therein, or 4) Acts of God. Contractor agrees that it will continue to pay all charges and other sums due to Fair regardless of any such claim, loss, damage or expense until this Agreement is terminated in accordance with these terms.

16. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and funds generated by the New Mexico State Fair for the performance of this Agreement. If sufficient funds are not available, this Agreement shall terminate immediately upon written notice being given by the Fair to the Contractor. The Fair's decision as to whether sufficient funds are available shall be accepted by the Contractor and shall be final. If the Fair proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within ten (10) days of receipt of the proposed amendment.

18. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Fair 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.

19. 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 Fair.

20. Subcontracting.

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

21. Release.

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

22. 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 Fair.

23. 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 Fair 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.

24. Conflict of Interest.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer, state employee, or former state employee have been followed. Contractor agrees to complete the "Campaign Contribution Disclosure Form".

25. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the Request for Proposals, written clarifications to the Request for Proposals, and the Fair's responses to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including attachments thereto, and (5) written responses to questions and written clarifications, and (6) the Contractor's response to the Request for Proposals.

26. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

27. 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.

28. 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.

29. 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, if it employs any employees in New Mexico. 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.

30. 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.

31. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees who are employed in the State of New Mexico.

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

33. Force Majeure

A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe. A "Force Majeure Event" can include a pandemic, epidemic, plague, outbreak of infectious disease, including quarantine or other employee restrictions, war, act of authority, compliance with any law or governmental order, rule, regulation or direction, or other event which renders the terms of this Agreement impossible, impractical or unsafe. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.

34. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Fair 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, invitees, 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, invitee 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, invitee 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 Fair and the Risk Management Division of the New Mexico General Services Department by certified mail.

35. 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 in the state of New Mexico during the term of the contract, Contractor certifies, by signing this agreement, 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 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 working in the state of New Mexico 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 who work in the state of New Mexico 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://insurenwnewmexico.state.nm.us/>.

36. 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.

37. 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.

38. 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 Fair:
New Mexico State Fair
Attn: Antoinette Kulinna
Po Box 8546
Albuquerque, NM 87198

To the Contractor:
XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

39. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature by the parties below.

NEW MEXICO STATE FAIR

Dan Mourning, General Manager

Date: _____

Approved as to form and legal sufficiency:

Joseph Holloway, Esq., Deputy Manager

Date: _____

Cara Smouse, Chief Financial Officer

Date: _____

**APPENDIX "C"
COST PROPOSAL FORM**

FIRM: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____

REPRESENTED BY: _____ TITLE _____
(Please print)

SIGNATURE: _____ DATE: _____

2023/2024 2024/2025 2025/2026 2026/2027

If Offeror is proposing different prices for each year, duplicate this form and fill out one cost proposal form for each year. Final score will be based on an average of the maximum proposed cost for each year.

Do not include gross receipts taxes in proposed prices.

Fill in all spaces. Do not leave any blanks.

The offeror listed above submits the following costs to provide data communications, audio and lighting services to the New Mexico State Fair as outlined in the request for proposals.

1. Interim Event Services \$ _____ per man hour
2. Unscheduled Work \$ _____ per man hour
3. Annual Event Services \$ _____ lump sum
4. 1FB Service \$ _____ per line

Appendix "D"
Response Form to Letter of Transmittal

In response to Section III. C. 2. of the RFP, you must submit a Letter of Transmittal that includes the following information.

YOU MAY COMPLETE AND SUBMIT THIS FORM AS YOUR LETTER OF TRANSMITTAL.

A. Provide the name and address of your company or organization:

Company

Name: _____

Address: _____

City, State, Zip: _____

B. Provide the name, title and contact information of the person authorized to obligate the organization to a contract:

Name: _____ Title: _____

Telephone Number: _____ Email: _____

C. Provide the name, title and contact information of the person authorized to negotiate the contract on behalf of the organization:

Name: _____ Title: _____

Telephone Number: _____ Email: _____

D. Provide the name, title and contact information of persons to be contacted for clarification or information about your proposal:

Name: _____ Title: _____

Telephone Number: _____ Email: _____

Name: _____ Title: _____

Telephone Number: _____ Email: _____

- E. Indicate your acceptance of the Conditions Governing the Procurement (see Section II, Paragraph C.1.) by circling one of the responses following this statement:

“This procurement will be conducted in accordance with the State Purchasing Agent’s Procurement Regulations, GSD Rule 1.4.1 NMAC.”

YES, I ACCEPT

NO, I DO NOT ACCEPT

- F. The person authorized to obligate the organization to a contract must sign the Letter of Transmittal or, if this Appendix is submitted as your Letter of Transmittal, must sign this form.

Name and signature of the person authorized to obligate the organization to a contract:

Printed Name: _____

Signature: _____

Date: _____

- G. Acknowledge that you have received any and all Amendments to this RFP by circling one of the responses to the following statement:

I HAVE

I HAVE NOT

RECEIVED ANY AND ALL AMENDMENTS TO THIS RFP.

IF YOU DO NOT SUBMIT THIS FORM AS YOUR LETTER OF TRANSMITTAL, MAKE SURE TO SUBMIT A SEPARATE LETTER OF TRANSMITTAL THAT INCLUDES ALL THE ABOVE INFORMATION.

Appendix "E"
Mandatory Response Form
To Mandatory Specification
"Contract Terms and Conditions"

This Appendix "E" contains Parts A, B, and C. Part A must be completed. Parts B and C must be completed, if they apply. All three parts must be returned.

FIRM: _____

PHONE NO: _____ FAX NO: _____

REPRESENTED BY: _____ TITLE _____
(Please print)

SIGNATURE: _____ DATE: _____

PART A:

The offeror listed above is prepared to meet each of the requirements set forth in paragraphs 1 through 39 found in "Appendix "B", "Contract Terms and Conditions".

Circle one: **YES** **NO**

PART B:

If no, complete the following:

The offeror listed above is prepared to meet each of the requirements set forth in the following paragraphs (Circle each paragraph number with which the Offeror agrees.)

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | |

(Appendix "E" continued on next page)

The offeror listed above objects to the following paragraphs(s). (Circle each paragraph number with which the Offeror disagrees.)

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | |

PART C:

FIRM: _____

SIGNATURE: _____

DATE: _____

If you objected to any of the paragraph(s) in Appendix “B”, “Contract Terms and Conditions”, complete the following for each paragraph with which you disagreed.

(Make additional copies, if necessary.)

Specifically, I object to paragraph number _____ for the following reason(s):

I propose the following alternative language for paragraph number _____:

Appendix 'F'
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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—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

Title (Position)

Date

Appendix "G"

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.