

REQUEST FOR PROPOSALS
FOR
AUDIO AND LIGHTING PRODUCTION
AT
EXPO NEW MEXICO
RFP# 22-005

STATE OF NEW MEXICO
NEW MEXICO STATE FAIR

PREPARED BY:
NEW MEXICO STATE FAIR
ISSUE DATE: July 5, 2022

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REQUEST FOR PROPOSALS**

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- F. Tingley Coliseum
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- L. Additional Bar
- M. NRG Services Rate Sheet
- N. Mandatory Response Form to Mandatory Specification "Contract Terms and Conditions"
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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 audio and lighting production systems and related 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 audio and lighting production systems and related services for the Annual Event.

B. Summary of Scope of Work and Term

The scope of work shall consist of providing audio and lighting production systems and related services such as installation, operation, adjustment and removal of said systems during the Annual Event. 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, 2023**. 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@state.nm.us
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 of Proposals is released.

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

"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.

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 2019 Annual Event had an attendance of approximately 472,000. The 2022 eleven-day Annual Event will be held September 8th through September 18th.

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, 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.

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	7/5/2022
2.	Pre-proposal conference (if any)	Fair, Potential Offerors	7/12/2022 10:00 AM
3.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
4.	Deadline to submit additional questions	Potential Offerors	7/14/2022 2:00 PM
5.	Response to written questions/RFP amendments	Fair	7/18/2022
6.	Submission of proposal	Offeror	8/4/2022 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, July 12, 2022 at 10:00 AM at the Administration Offices 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, email 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 Thursday, July 14, 2022. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph C.)

5. Response to Written Questions/RFP Amendments

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, email 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 DAYLIGHT TIME ON THURSDAY, AUGUST 4, 2022. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal at the Expo New Mexico 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 "Audio and Lighting Production" 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 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. 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 officer 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.

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.

Offeror should use the form found in Appendix “D” in response to this specification.

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 "N" 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 35, 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. SYSTEM A – TINGLEY COLISEUM (Appendix "F")
3. SYSTEM B – STATE FAIR ENTERTAINMENT PAVILION (Appendix "G")
4. SYSTEM C – VILLA HISPANA (Appendix "H")
5. SYSTEM D – AFRICAN AMERICAN PAVILION (Appendix "I")
6. SYSTEM E – INDIAN VILLAGE (Appendix "J")
7. SYSTEM F – DAIRY BARN (Appendix "K")
8. SYSTEM G – ADDITIONAL STAGE (Appendix "L")

Each sound and lighting system provided for Systems B, C, D, E, F and G shall be functionally similar, but allow for accommodation of audience area among the six separate stages. The Fair will provide covered stages and covered mix areas at all outdoor venues.

Shows consisting of numerous different acts or groups will be conducted on each of these stages on each show day. Shows will be conducted on each of the stages beginning September 8, 2022 and continue through September 18, 2022. The approximate hours of operation in Systems B through G are between 10:00 AM and 10:00 PM weekdays, and 10:00 AM until approximately 11:00 PM on Fridays, Saturdays, and Sundays. The approximate hours of operation for System F is 6:00 AM until 9:00 PM. Lighting systems will not be required to be in operation until dusk on any given day. Some exceptions to these times will occur and will be designated by Fair management.

Sound Pressure levels at **all** venues are critical. The Fair Management has the final decision on all sound levels at every venue.

9. ADDITIONAL INFORMATION AND PARAMETERS

A. The successful Offeror for sound and lighting services must use and pay the Fair's contracted stage labor service for all rigging. NRG Services, Inc. is currently contracted to the Fair to provide stagehand, rigging and related services. NRG Service's president is Danny J. Chavez. Mr. Chavez is available at (505) 888-4036 to discuss current rate information and any other information Offerors may require. A rate sheet is attached as Appendix "M".

B. It must be explicitly understood that audio and lighting production contractors work for the New Mexico State Fair and all final sound and lighting decisions will be made by State Fair management.

C. The Fair may, in its sole discretion, increase or decrease the number of stages with respect to which services of Contractor may be required by Fair. If Fair increases the number of stages, the amount the Fair pays Contractor will not be more than the same amount it pays for comparable stages as determined by Fair. If the Fair decreases the number of stages, an appropriate reduction in cost will be made.

10. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

B. Other Specifications

1. OFFEROR EXPERIENCE: The Offeror must submit with its proposal, a statement of relevant corporate experience.
 - a. The Offerors should thoroughly describe their experience with similar projects for other clients and their proposed methods of administering and executing the requirements of this RFP.
 - b. State the number of years the offeror has been in the audio and light production business.
 - c. Offerors must provide a list of all work performed in indoor venues with a seating capacity of 7,500 to 15,000 seats in the last year.
 - d. Provide a list of the clients the offeror has gained and/or lost in the past five years and state the reasons why the clients were gained and/or lost.
2. STAFF EXPERIENCE:
 - a. The Offeror must submit, with its proposal, resumes for each proposed key staff member who will be responsible for the performance of the contract.
 - b. Describe proposed staffing, including training received by the Offeror's staff.
 - c. Should the Offeror elect to propose the use of subcontractor(s), the subcontractor's qualifications and experience shall also be described in its proposal. (All subcontractors must be approved by the Fair, and subcontractors will be required to provide certificates of insurance to the Fair at least thirty (30) days prior to the Annual event.)
3. REFERENCES: Offerors must submit corporate and staff 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 two (2) corporate references from previous clients, other than the Fair, who have received similar services to those required in this RFP.
 - b. Staff references – Offerors must submit two (2) for key proposed staff members showing work for previous clients, other than the Fair, who have received similar services to those proposed by the Offeror for this RFP. Key personnel is defined as all individuals who will be in direct contact with Fair staff.
4. EQUIPMENT: Offeror must describe in detail, including age, condition and appearance of the equipment it proposes to use for:

- a. System A – Tingley Coliseum
 - b. System B – State Fair Pavilion
 - c. System C – Villa Hispana
 - d. System D – African-American Pavilion
 - e. System E – Indian Village
 - f. System F – Dairy Barn
 - g. System G – Additional Stage
 - h. Back-up and spare equipment
5. EMERGENCY PROCEDURES: Describe the Offeror's proposed procedures for:
- a. Handling equipment failure, including mechanical and electrical safety precautions to be taken due to high winds or inclement weather.
 - b. 24-hour contact procedures.
 - c. Secondary contact.
 - d. Availability and speed of obtaining replacement components.
6. MAINTENANCE PROGRAM: Describe the Offeror's on-going equipment maintenance program and procedures.
7. ADDITIONAL SERVICES/EQUIPMENT: Should the Offeror desire, it may propose any additional services or equipment that has not been requested in the RFP and its cost, if any. As examples, drum risers, moving lights, gel changers, follow spots for the small stages, and equipment for the hearing impaired might be proposed. The cost of additional services and/or equipment will not be included in the cost proposal evaluation.
8. COST TO THE FAIR
- a. The offeror must submit one lump sum price for each sound and lighting system for the entire run of the Annual Event. This price must include all costs, including transportation and housing expenses, if any. Failure to submit a price for each of the systems will result in the rejection of the Offeror's proposal.
 - b. 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. Do not state prices listed on the "cost Proposal Form" in any other portion of the proposal.
 - c. The offeror must propose costs for all years of the agreement.

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.	Experience and References	200
2.	Equipment:	
	a. System A-Tingley	200
	b. Systems B, C, D, E, F, G	150
	c. Additional required equipment	30
	d. Back-up and spare equipment	30
3.	Emergency Procedures	50
4.	Maintenance Program	45
5.	Additional Services/Equipment	45
6.	Cost to Fair	200
	SUB-TOTAL	950
7.	Oral Presentation (if any)	50
	TOTAL	1,000
8.	New Mexico Preference- Resident Vendor Points	
9.	New Mexico Preference – Resident Veterans Points	

B. Evaluation Criteria

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

1. **EXPERIENCE AND REFERENCES:** Points will be awarded based upon an evaluation of offeror's corporate and proposed staff experience based on similar projects, the skill and experience level of staff proposed, and the offeror's proposed method of administering and executing the requirements of this RFP. "Similar" shall mean projects that include like magnitude and hours. This will be evaluated by Offeror's description of prior experience and quality of references. The references supplied by the Offeror may be contacted by the Fair to determine, for example, the working relationship, quality of work, and the ability of the Offeror to produce in a timely and professional manner.
2. **EQUIPEMENT:** Points will be awarded based on the caliber of equipment proposed and perceived applicability and capability of equipment to produce the optimal sound and lighting and appearance needs of each Venue described in the RFP.
3. **EMERGENCY PROCEDURES:** Points will be awarded based on an evaluation of standby equipment available and perceived abilities of on-site staff to respond to emergencies.
4. **MAINTENANCE PROGRAM:** Points will be awarded based on an evaluation of the procedures used by offeror to maintain the equipment required for the performance of the contract.
5. **ADDITIONAL SERVICES/EQUIPMENT:** Any other services or equipment that offeror may be able to provide to the Fair will be awarded points based on relevancy, desirability, and relative cost, if any. The cost of additional services and/or equipment will not be included in the cost proposal evaluation.
6. **COST TO THE FAIR:** Costs for multi-year proposals will be determined by calculation the average cost over the number of years proposed.

The evaluation of each offeror's cost proposal will be conducted using the following formula:

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

In submitting a proposal for Evaluation Criteria number 6, 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. Do not re-state these values in any other location in your proposal.

7. **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.

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
AUDIO AND LIGHTING PRODUCTION SYSTEMS AND RELATED 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, Sixty (60) pages of text that include Appendices "A" through "O".

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on July 12, 2022. 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 **DOES OR DOES NOT** (circle one) intend to respond to this request for proposals.

APPENDIX "B"
CONTRACT TERMS AND CONDITIONS
STATE OF NEW MEXICO
NEW MEXICO STATE FAIR COMMISSION
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 audio and light production services and equipment in the manner and according to the specifications, terms and conditions contained in the Fair's RFP for the Annual Event. The stage locations are as follows:

1. Tingley Coliseum
2. State Fair Pavilion
3. Villa Hispana
4. African-American Pavilion
5. Indian Village
6. Dairy Barn
7. Additional Stage

B. Provide all labor necessary for the installation, operation, adjustment, and removal of all the above audio and light production systems. All services required by this Agreement shall conform to applicable state and national codes, state laws, regulations,

and directives from state agencies and officials, including the state fire marshal. Contractor will be required to have adequate staff on site as required and designated by the Contract Administrator. A key staff member of the Contractor's must be accessible by cellular phone at all times.

- C. The Fair reserves the right to cancel or reconfigure any or all of the small stages in any given year of the Agreement. In the event of cancellation of a stage, the Fair will not pay for the cancelled stage.
- D. Due to technology advances during the term of the Agreement, Contractor may propose substitutions in equipment, at the same or lower price, while maintaining a performance level equivalent to, or better than, the contracted specifications. Any substitution will be subject to the written approval of the Fair.
- E. Contractor agrees that all audio and light production decisions and sound levels will be made by Fair Management.
- F. Contractor is specifically prohibited from providing any services or equipment that incurs added cost unless Contractor has been provided a New Mexico State Fair purchase order. Any such requests by Fair personnel or any other individual must be directed to the Contract Administrator.

3. Compensation.

A. The Fair shall pay to the Contractor in full payment for services rendered and satisfactorily performed pursuant to the Scope of Work for the 2022 Annual Event as follows:

SYSTEM	LOCATION	SOUND FEE	LIGHTING FEE
A	Tingley Coliseum	\$	\$
B	State Fair Pavilion	\$	\$
C	Villa Hispana	\$	\$
D	African-American Pavilion	\$	\$
E	Indian Village	\$	\$
F	Dairy Barn	\$	n/a
G	Additional Stage	\$	\$

FOR THE 2023 ANNUAL EVENT:

SYSTEM	LOCATION	SOUND FEE	LIGHTING FEE
A	Tingley Coliseum	\$	\$
B	State Fair Pavilion	\$	\$
C	Villa Hispana	\$	\$
D	African-American Pavilion	\$	\$
E	Indian Village	\$	\$
F	Dairy Barn	\$	n/a
G	Additional Stage	\$	\$

FOR THE 2024 ANNUAL EVENT:

SYSTEM	LOCATION	SOUND FEE	LIGHTING FEE
A	Tingley Coliseum	\$	\$
B	State Fair Pavilion	\$	\$
C	Villa Hispana	\$	\$
D	African-American Pavilion	\$	\$
E	Indian Village	\$	\$
F	Dairy Barn	\$	n/a
G	Additional Stage	\$	\$

FOR THE 2025 ANNUAL EVENT:

SYSTEM	LOCATION	SOUND FEE	LIGHTING FEE
A	Tingley Coliseum	\$	\$
B	State Fair Pavilion	\$	\$
C	Villa Hispana	\$	\$
D	African-American Pavilion	\$	\$
E	Indian Village	\$	\$
F	Dairy Barn	\$	n/a
G	Additional Stage	\$	\$

B. Provide to the Fair, the additional services and equipment, and at the cost to the Fair, listed on page ____ and ____ of the Contractor's proposal, when requested by the Contract Administrator.

C. The Fair may cancel any stage or event and not be obligated to pay for any such canceled stage.

D. Should the Fair need to expand the number of stages or events required, the Fair will pay to the Contractor no more than the same amount it pays for comparable stages as determined by the Fair.

E. 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. Contractor shall issue the statement of accounting following the conclusion of the Annual Event.

F. 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. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be accrued on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 5 (Termination), or paragraph 13 (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.

5. 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 (5)(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 13, "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.

6. 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.

7. Contract Administrator.

The Contract Administrator for this Agreement will be the Fair's **Events 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.

8. 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.

9. 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.

10. Regulation Compliance.

Contractor and Contractor's employees, invitees or agents 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. Contractor 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.

11. 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.

12. 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.

13. 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 (30) days of receipt of the proposed amendment.

14. Use of Fair's Communications Contractor.

A. All plans involving computer systems, cabling, trenching, telephones, sound systems, lighting systems, closed circuit television, radios or other wireless devices must be approved in advance of installation by the Fair.

B. The Contractor may elect to use the Fair's Communications contractor as a subcontractor, if it so desires, but the Contractor will be responsible for all subcontracting expenses.

C. The Contractor will be assessed a fee by the Fair of \$120.00 plus New Mexico gross

receipts tax per line for telephone installation. These charges are in addition to any telephone service charge. Only the Fair's communications contractor is permitted to install wire telephone on the Fair Grounds.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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”.

22. 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.

23. Amendment.

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

B. If the Fair proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the reduced funding.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Fair and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Fair

and the Risk Management Division of the New Mexico General Services Department by certified mail.

32. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period 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/>.

33. 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.

34. 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.

35. 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
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

36. 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.

CONTRACTOR

XXXXXX

Date: _____

NEW MEXICO STATE FAIR

Approved as to form and legal sufficiency:

Joseph Holloway, Esq., Deputy Manager

Date: _____

Bill Nordin, Chief Financial Officer

Date: _____

Dan Mourning, General Manager

Date: _____

APPENDIX "C"
COST PROPOSAL FORM

FIRM: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____

REPRESENTED BY: _____ TITLE _____
(Please print)

SIGNATURE: _____ DATE: _____

The offeror must complete this "Cost Proposal Form" without deviation from the required format. Do not re-type the form or alter the form in any manner.

The offeror must submit one lump sum price for each sound and lighting system for the entire run of the Annual Event. This price must include all cost, including transportation and housing expenses, if any. Offer must propose cost for all years of the Agreement.

DO NOT INCLUDE NEW MEXICO GROSS RECEIPTS TAX PRICES

SOUND SYSTEMS

	2022	2023	2024	2025
1. System A Tingley Coliseum	\$ _____	\$ _____	\$ _____	\$ _____
2. System B State Fair Pavilion	\$ _____	\$ _____	\$ _____	\$ _____
3. System C Villa Hispana	\$ _____	\$ _____	\$ _____	\$ _____
4. System D African American Pavilion	\$ _____	\$ _____	\$ _____	\$ _____
5. System E Indian Village	\$ _____	\$ _____	\$ _____	\$ _____
6. System F Dairy Barn	\$ _____	\$ _____	\$ _____	\$ _____
7. System G Additional Stage	\$ _____	\$ _____	\$ _____	\$ _____

LIGHTING SYSTEMS

	2022	2023	2024	2025
8. System A Tingley Coliseum	\$ _____	\$ _____	\$ _____	\$ _____
9. System B State Fair Pavilion	\$ _____	\$ _____	\$ _____	\$ _____
10. System C Villa Hispana	\$ _____	\$ _____	\$ _____	\$ _____
11. System D African American Pavilion	\$ _____	\$ _____	\$ _____	\$ _____
12. System E Indian Village	\$ _____	\$ _____	\$ _____	\$ _____
13. System G Additional Stage	\$ _____	\$ _____	\$ _____	\$ _____

DO NOT LEAVE ANY BLANK SPACES. Failure to fill in all spaces could cause rejection of proposal.

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"

Red Mountain Engineers' Document



July 17, 2000

Mr. Jay Davis
 Gregory T. Hicks Architects
 112 2nd Street SW
 Albuquerque, New Mexico 87102

RE: NEW MEXICO STATE FAIR-TINGLEY COLISEUM
 ROOF ALLOWABLE LOADING

Dear Mr. Davis:

This letter will serve to clarify our recommendations for the allowable loading for the Tingley Coliseum roof trusses during a concert event. These recommendations reflect conditions of truss reinforcement which include our latest drawings dated June 30, 2000 for reinforcing of columns at Truss 5.

The recommended maximum loading when the flying stage is not in use is as follows:

Truss 1	26,000 lbs.
Truss 2	57,000 lbs.
Truss 3	25,000 lbs.
Truss 4	25,000 lbs.
Truss 5	20,000 lbs.
Truss 6	20,000 lbs.

When the flying stage is used, the maximum recommended loading (in addition to the flying stage load) is as follows:

Truss 1	15,000 lbs.
Truss 2	45,000 lbs.
Truss 3	25,000 lbs.
Truss 4	25,000 lbs.
Truss 5	20,000 lbs.
Truss 6	20,000 lbs.

4600-C MONTGOMERY BLVD. NE, SUITE 101, ALBUQUERQUE, NM 87109

PHONE (505) 869-3004

FAX (505) 869-2797

FROM : HICKS & ASSOC
JUL-17-00 MON 11:28

FAX NO. :
RED MOUNTAIN ABQ

Jul
FAX NO. 15058892797

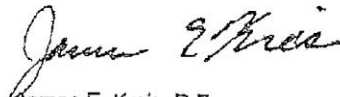
Appendix "E"

Assumptions for the flying stage are:

1. Stage weight of 8,000 lbs
2. Equipment on the stage when lifted of 7,000 lbs
3. Trusses 1 and 2 share equally in supporting the stage
4. Stage loads are applied at the truss panel points.

Please contact us if further information is needed.

Sincerely,



James E. Krels, P.E.
Vice President

JEK/ig



GREGORY T. HICKS
& ASSOCIATES, p.c.

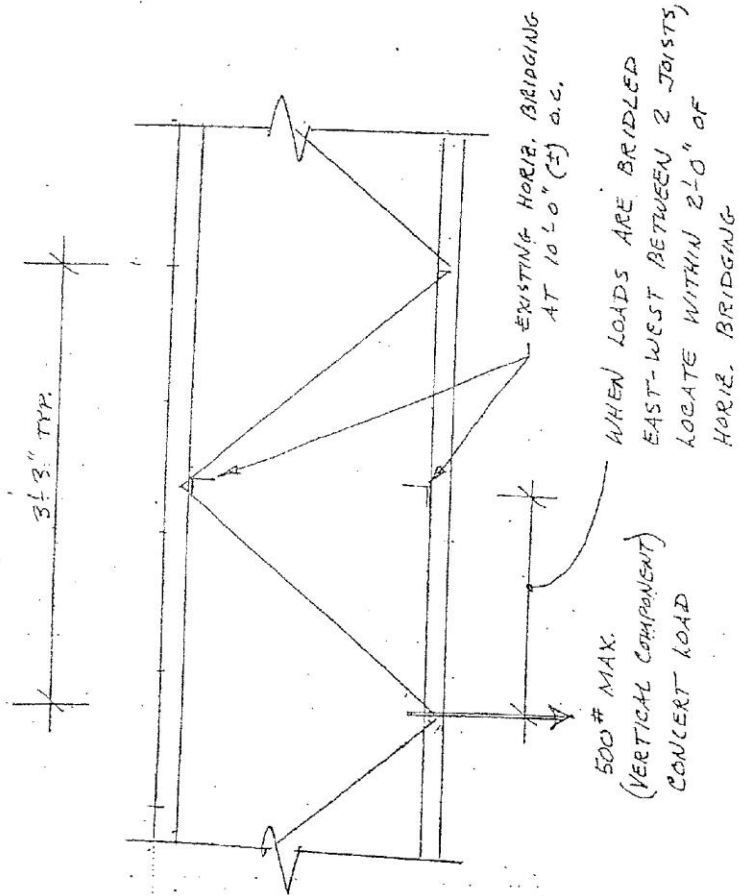
112 Second Street SW • Albuquerque, NM 87102 • (505) 243-7492 • fax (505) 243-1106

To J. S. HENDERSON, TIM BERRY
FROM JOY DAVIS
PROJECT UNSAFE
DATE 7/18/00
Subject Detail TRUSS LOADING.
(2 PGS.)

Appendix "E"

Red Mountain Engineers, Inc.
 Engineers • Surveyors
 SANTA FE
 P.O. Box 16115
 SANTA FE, NM 87506-6115
 (505) 473-7373
 Fax (505) 473-4865

LOADS - LOADING -
 JOB TINGLEY COLISEUM ROOF STRUCTURE
 SHEET NO. _____ OF _____
 CALCULATED BY TB DATE 3/7/00
 CHECKED BY _____ DATE _____
 SCALE NTS
 (505) 889-3004
 Fax (505) 889-2797
 ALBUQUERQUE
 4600-C MONTGOMERY BLVD. NE
 ALBUQUERQUE, NM 87109



ENCL. 2 - CONCENTRATED LOADS AT ROOF JOISTS

APPENDIX "F"

SYSTEM A – TINGLEY COLISEUM

Sound System

The successful Offeror shall provide a professional "Class A" concert PA system consistent with contemporary industry standards, to include at a minimum, the following:

Speaker system (e.g., L-Acoustic, D&B, Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Grupper) to cover 9,286 seat Tingley Coliseum to a sound pressure level of 100db plus or minus 3 db in all seating areas and the ability to be tied into the "house" speaker system.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Avid, Allen & Heath) with a minimum of 56 channels

12 channels of limiting (e.g., dbx, Brooks Siren)

8 channels of frequency keying gates

3 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

1 harmonizer (e.g., Eventide H3000)

1 effects delay (e.g., TC Electronics D-2)

1 alignment delay

Overall graphic EQ

Delay software (e.g., Smart Live) and engineer qualified to use it to test and set-up delays and integrate with "house" system.

Stage monitor equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Avid, Allen & Heath) with a minimum of 56 channels and capable of 22-24 mixes for both wedges and ear monitors

16-20 bi-amped wedges with 2" horn driver (e.g., Clair, EAW, Meyer, JBL)

12 channels of EQ

8-10 channels of limiting

6-8 channels of gating

2 multi effects units for monitors

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, Clear-com and engineers. Contractor will be required to coordinate with other contractors and New Mexico State Fair staff in Tingley regarding issues such as the timing of load-in and load-out

Sound System shall be arranged to provide 180-degree coverage from a proscenium location above either side of the stage plus appropriate side-fills on either side of the stage and appropriate down-fill. House system will be used in conjunction with Offeror's system to provide delay coverage throughout the house. Sound pressure levels must be consistent in level and frequency response throughout the house. Offerors are advised to familiarize themselves with the geometry of the venue.

The sound system must feed into the house PA system via the input panel located in the catwalk.

As a part of the Sound System, the Offeror must be able to provide four (4) professional quality (Sennheiser, Lectrosonics, or equal) Shure RF wireless microphones with hand-held transmitters to be used during the Rodeo. The Fair will assist in frequency coordination.

In general, the Fair does not provide back line stage equipment for Tingley Coliseum, such as Keyboards, bass rigs, synthesizers, guitar amplifiers, and drum kits as specified in the performance riders. This service need not be addressed in the Offeror's proposal.

The Offeror must supply a power distribution system that provides branch circuits for the entire contracted PA and lighting system. Stage power distribution is also to be provided by the Offeror. All distribution panels and outlet boxes shall conform to the National Electric Code, Articles 520-530, state laws, regulations and directives from state agencies or officials, including the state fire marshal. In addition, all services required by this RFP shall conform to applicable state and national codes, state laws, regulations, and directives from state agencies or officials, including the state fire marshal. All single conductor feeder cable and multi-conductor branch cables shall conform to the National Electrical Code, Article 400. Single conductor welding cable will not be allowed.

All labor necessary for the installation, operation, adjustment, and removal of the above equipment shall be provided by the Offeror. Offeror is required to use the Fair's stage contractor (Note: the Fair will provide stage crew for performances.) If re-rigging is required by the Fair during the Annual Event, the Fair will pay direct rigging costs to the Fair's contracted riggers. Contractor will be required to provide supervision and direction of riggers at no additional cost to the Fair.

Lighting System

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of Tingley Coliseum, including fixtures, spare parts, support devices, cabling, controllers, and color medium, to accommodate all bands and rock shows.

Lighting System should have par cans and very narrow lamps. The Fair requires the use of intelligent computer controlled lighting fixtures such as High End, Clay Paky, Vari-Lite, and/or Martin products. The essence of the requirement is a professionally lit performing stage meeting current concert standards. Each of the trusses will be independently flown. The trusses should be back from the sound system to prevent blockage of sound and should be adjusted to allow the spotlights to work the entire arena floor. The system should have patch capabilities and a programmable Lighting console. A decentralized dimmer system will work best to help reduce cable runs on the catwalk. The decentralized dimmer system is not a requirement. Some small lighting must be provided to light flags on the south end of the arena. The rodeo announcer and musical director will need lighting, which could be either a small system, or part of the large system. The lighting units must be hung from the cat walk in such a manner that will not shine light in the announcer's eyes. **Due to the temporary nature of the flying stage,**

arena lighting beneath the flying stage must be addressed by Offeror, keeping in mind that arena lighting must be consistent (color, temperature, and light level) over the entire arena floor. Offerors are advised to familiarize themselves with the geometry of the venue.

Each truss should have a minimum of two motors to support the truss. Each truss should have a minimum of four-color washes plus applicable specials.

Offeror must supply color medium for all stage lights and six spotlights. All color must be new at the beginning of the Fair and sufficient amounts of medium must be available to replace worn gel at the lighting director's direction. Color correction for video is required on all six spotlights

APPENDIX “G”

SYSTEM B – STATE FAIR PAVILION

Sound System

Speaker system (e.g., L-Acoustic, D&B, Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Grupper) to cover 2000 people to a sound pressure level of 100 db plus or minus 3 db.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath) with a minimum of 24 channels and 4 mixes for monitors.

12 channels of limiting (e.g., dbx, Brooks Siren)

8 channels of frequency keying gates

3 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

1 harmonizer (e.g., Eventide H3000)

1 effects delay (e.g., TC Electronics D-2)

1 alignment delay

Overall graphic EQ

Delay software (e.g., Smart Live) and engineer qualified to use it to test and set-up delays and integrate with "house" system.

1/8” Stereo input cable for audio playback.

Lighting Requirements:

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of the State Fair Pavilion, including fixtures, spare parts, support devices, cabling, controllers, and color medium to accommodate local & regional bands, Game Show, Karaoke Competition, Latin, Country, R&B, Top 40, Classic Rock, Current Rock, Bluegrass.

Additional Information:

- Outdoor blacktop area covered by a permanent tent type structure with a raised stage and bleacher seating area.
- Dimensions: 163 feet north and south by 86 feet east and west
- Capacity: 2,000 persons
- Existing lighting: Two (2) 400 watt metal halide fixtures located under the tent structure
- Power available: 100 amps; 3 phase 120/208 volts. Two (2) 200 amp three phase located inside the electrical room. One (1) 50 amp 208v single phase, one (1) 30 amp 120v single phase, and six (6) 20 amp 120v single phase located under tent
- Stage dimensions: 36 feet wide by 24 feet deep by 36 inches high
- Truss or “Genie” lift type system is acceptable
- Sound Engineer must be versatile in accurately mixing all genres of music

APPENDIX “H”

SYSTEM C – VILLA HISPANA

Sound System

Speaker system (e.g., L-Acoustic, D&B, Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Grupper) to cover 2000 people to a sound pressure level of 100 db plus or minus 3 db.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath) with a minimum of 24 channels and 4 mixes for monitors.

Limiting (e.g., dbx, Brooks Siren)

Frequency keying gates

2 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

Overall graphic EQ

CD Player capable of playing all formats of music including the following:

AAC, FLAC, MP3, WMA, WAV and PCM music files.

1/8” cable for audio playback.

Stage monitor equipment:

6 bi-amped wedges with 2” horn driver (e.g., Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen).

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, and engineers.

Lighting Requirements:

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of the Villa Hispana, including fixtures, spare parts, support devices, cabling, controllers, and color medium to accommodate to accommodate 4-20 Piece Mariachi Groups, NM Spanish Music, Northern NM Spanish Music, Salsa Groups, Traditional Mexican & New Mexican Dance Troupes, Track Performers.

Additional Information:

- Outdoor entertainment area consisting of a stage and canopy covered seating area, mainly consisting of bleachers. The remainder of the audience area consists of picnic tables on a large lawn area with large trees. Sound must reach all areas of the audience area. The sound system will be required for all days of the Annual Event. The sound level is a critical issue in this venue. It is stressed that all final decisions regarding performance sound levels will be made by Fair management. The offeror might consider proposing a system that has speakers that are distributed throughout the venue for better coverage and more control over the sound pressure level. Many factors are taken into consideration such as weather,

wind direction, and complaints from nearby residents.

- Dimensions for Audience Area: Approximately 250 feet east and west by 130 feet north and south
- Capacity: 2,000 persons
- Existing lighting: Incandescent in concessions breezeway
- Power available: Two (2) 100 amp three phase (one at stage left and one at stage right), two (2) 400 amp three phase (one at stage left and one at stage right) three (3) 110 circuits with three (3) outlets per circuit. One (1) 50 amp 208v single phase, six (6) 20 amp 120v phase and three (3) 30 amp 120v outlets located backstage
- Stage dimensions: The stage is approximately 40 feet x 30 feet. Fourteen days prior to the Annual Event, the successful Offeror must provide a rigging plan addressing sight line issues
- Fair will provide a 10-foot by 10-foot tent with sides for the Lighting console and mixing console. Sound Engineer must have previous experience mixing this specific genre of music

APPENDIX “I”

SYSTEM D – AFRICAN AMERICAN PAVILION

Sound System

Speaker system (e.g., L-Acoustic, D&B, Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen) to cover 100 people in the area described above.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath) with a minimum of 24 channels and 4 mixes for monitors

Limiting (e.g., dbx, Brooks Siren)

frequency keying gates

2 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

Overall graphic EQ

CD player capable of playing all formats of music including the following: ACC, FLAC, MP3, WMA, WAV, and PCM music files.

1/8” Stereo input cable for audio playback.

Stage monitor equipment:

6 bi-amped wedges with 2” horn driver (e.g., Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen).

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, and engineers.

Lighting Requirements:

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of the Villa Hispana, including fixtures, spare parts, support devices, cabling, controllers, and color medium to accommodate to accommodate 4-20 Piece Mariachi Groups, NM Spanish Music, Northern NM Spanish Music, Salsa Groups, Traditional Mexican & New Mexican Dance Troupes, Track Performers.

Additional Information:

- The African-American Pavilion is an outdoor area adjacent to a permanent structure that showcases the African-American culture. Sound and lighting services will not be required inside the building.
- Dimensions for Audience Area: Approximately 250 feet east and west by 130 feet north and south
- Capacity: 100 persons seated and standing combined
- Existing lighting: Incandescent
- Power available: 50 amps, 120/208 volts, single phase. One (1) 100 amp three phase. Must be shared by stage sound and lighting
- Stage dimensions: 29 feet wide by 30 feet deep by 12 inches high.

APPENDIX “J”

SYSTEM E – INDIAN VILLAGE

Sound System

Speaker system (e.g., Clair, EAW, Meyer, L-Acoustic, D& B, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen) to cover 1500 people in the area described above.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath) with a minimum of 24 channels and 4 matrix mixes for monitors

Limiting (e.g., dbx, Brooks Siren)

Frequency keying gates

2 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

Overall graphic EQ

CD player capable of playing all formats of music including the following:

AAC, FLAC, MP3, WMA, WAV and PCM music files.

1/8” cable for audio playback.

Stage monitor equipment:

6 wedges with horn driver (e.g., Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen).

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, and engineers.

Lighting Requirements:

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of the Indian Village, including fixtures, spare parts, support devices, cabling, controllers, and color medium.

- Stage Lighting to include up-lighting for the back of the Stage.
- Adequate Lighting coverage for the dance arena, color & brightness control.
- One follow spot with a minimum of 100’ throw.

Additional Information:

- Indian Village is an outdoor area located to the north of Villa Hispana. The entertainment area is an earthen dance area where Native-American dances are performed. On occasion, a rock band will perform in the evening. The sound level is a critical issue in this venue. It is stressed that all final decisions regarding performance sound levels will be made by Fair management. The offeror might consider proposing a system that has speakers that are distributed throughout the venue for better coverage and more control over the sound pressure level. Many factors are taken into consideration such as weather, wind direction, and complaints from nearby residents.
- Dimensions for Audience Area: The overall village measures approximately 250

feet north to south and 450 feet east to west.

- Capacity: Approximately 1200-1500 persons informally seated and standing on grass areas.
- Existing lighting: Ten (10) tower lights with two (2) 400 watt MH fixtures on each tower. Four (4) towers located around dance area and six (6) in the public area.
- Power available: Existing four (4) 110 outlets and two more 110 dedicated circuits behind the stage. Also available behind the stage is one (1) 100 amp three phase and one (1) 400 amp three phase.
- Stage dimensions: The stage is 40 feet x 19 feet. The sound system must generate enough power to be heard throughout the village.

APPENDIX “K”

SYSTEM F – DAIRY BARN

Sound System

Speaker system (e.g., Clair, EAW, Meyer, L-Acoustic, D& B, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen) to cover 500 people in the area described above.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath) with a minimum of 4 channels

Overall graphic EQ

CD player

Wireless handheld mic, lavalier mic and back ups

1/8” cable for audio playback

Stage monitor equipment:

6 wedges with horn driver (e.g., Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen).

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, and engineers.

Lighting Requirements:

No lighting is anticipated for this venue at this time.

Additional Information:

- The Dairy Barn is a partially enclosed structure that has two show rings for livestock competitions. The north ring is 60’ X 50’ and the south ring is 100’ X 80’. The two rings are separated by an exhibit structure with the dimensions of 44’ X 8’ X 9’. Both rings and exhibit area are surrounded by livestock pens and tie-outs. A sketch of the Dairy Barn, as it will be set up during the Annual Event. This sketch is not to scale. The configuration of the two show rings is subject to change.
- Dimensions of the inside of the Dairy Barn structure: 350’ X 450’.
- Existing lighting: East and west sides and 400 watt MH fixtures and the center barn has 1000 watt MH fixtures.
- Power available: 120volt 20 amp for each system. All cords or cables must be run overhead or buried in PVC pipe. Also in west barn are two (2) 50 amp single phase outlets per center column for spider boxes.
- Stage dimensions: Two systems are required and should be positioned on each side of the exhibit building so that they oppose each other and face the competition.
- The sound equipment will require an audio technician for the operation of the Dairy Barn system(s). It will be necessary to strike and store all small and easily

removable items. The Fair will provide a lockable space in the structure for overnight storage of these items.

- The Fair will provide a trench to bury cable for the interface to the house PA system.
- The Dairy Barn sound system will be required as needed for all days of the Annual Event.

APPENDIX “L”

SYSTEM G – ADDITIONAL STAGE

Sound System

Speaker system (e.g., Clair, EAW, Meyer, L Acoustic, D&B, EV, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen) to cover 100 people in the area described above.

Front of House (FOH) equipment:

Digital Console (e.g., Yamaha, Soundcraft, Midas, Disico, Allen & Heath, BIAMP) with a minimum of 24 channels and 4 matrix mixes for monitors

Limiting (e.g., dbx, Brooks Siren)

Frequency keying gates

2 multi effects units (e.g., Yamaha, Lexicon, TC Electronics)

Overall graphic EQ

CD player Capable of playing all formats of music including the following: AAC, FLAC, MP3, WMA, WAV and PCM music files

1/8” cable for audio playback.

Stage monitor equipment:

6 wedges with horn driver (e.g., Clair, EAW, Meyer, JBL) with amplifiers (e.g., Crown, Crest, QSC, Lab Gruppen).

Provide all necessary microphones, stands, direct boxes, cables, power distribution, stage power, and engineers.

Lighting Requirements:

The successful Offeror shall provide all necessary stage lighting equipment to deliver a well lit, professional show for the patrons of the Additional Stage, including fixtures, spare parts, support devices, cabling, controllers, and color medium.

Additional Information:

- The Additional Stage is an outdoor area. The audience area consists of picnic tables. Sound must reach all areas of the audience area. The sound system will be required for all days of the Annual Event. The sound level is a critical issue in this venue. It is stressed that all final decisions regarding performance sound levels will be made by Fair management. Many factors are taken into consideration such as weather, wind direction, and complaints from nearby venues.

**APPENDIX “M”
NRG Services Rate Sheet**

NRG Services, Inc.
505-888-4036

2022 New Mexico State Fair Rates are as follows:

Supervisor/Stewards	\$43.50
High Riggers	\$43.50
Ground Riggers	\$43.50
Fork Lift Operator	\$31.50
Loaders	\$31.50
Stagehands	\$29.50

Gross Receipts tax will be added to each invoice total.

APPENDIX "N"
Mandatory Response Form
To Mandatory Specification
"Contract Terms and Conditions"

This Appendix "N" 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 35 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. | | | | | |

(Appendix "N" 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. | | | | | |

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 "O"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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