

**REQUEST FOR PROPOSALS
FOR
ADVERTISING AGENCY SERVICES
RFP # 24-003
AT
EXPO NEW MEXICO**

STATE OF NEW MEXICO

NEW MEXICO STATE FAIR

PREPARED BY:

NEW MEXICO STATE FAIR
ISSUE DATE: October 12, 2023

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2024 ADVERTISING AGENCY SERVICES
REQUEST FOR PROPOSALS

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APPENDICES:

- A. Acknowledgement of Receipt Form
- B. Contract Terms and Conditions
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- D. Response Form to Mandatory Specification "Contract Terms and Conditions"
- E. Questionnaire for Advertising Agency
- F. Campaign Contribution Form

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 for a non-exclusive contract for full-service advertising. 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 Advertising Contractor for the term of the contract.

B. Summary of Scope of Work and Term

The scope of work shall consist of providing a creative advertising campaign, media planning and buying, and production, and social media services for the annual New Mexico State Fair held each September, as well as other media packages for events taking place throughout the year that State Fair Management may choose to highlight. Offeror will work with representatives of the State Fair as designated by Management. 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 December 31, 2024. The Fair reserves the option of renewing the contract for three additional one-year periods, 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.

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

"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 2023 Annual Event had an attendance of approximately 465,000. The 2024 eleven-day Annual Event will be held September 5th through September 15th.

During the Annual Event, the Fair features livestock, horse, 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.

The New Mexico State Fair is evolving, and while still offering all the traditional elements which offer a rich experience that appeals to families, we've incorporated new initiatives to appeal to a wider audience, including millennial and young professionals who don't necessarily have children. Some of those offerings include a bike valet, expanded beer gardens, a craft brew produced using local products by a very popular New Mexico brewery, happy hours and wine tastings featuring local wines and home grown food items and diversifying the concert lineup beyond an exclusively country genre.

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.

F. Advertising Objectives

- Drive and diversify attendance to the Annual Event through creative branding and marketing strategies that can be carried over from year-to-year. Improve and continue our efforts to increase attendance at the Annual Event, expand our reach statewide, and attract new audiences while still maintaining our current, loyal customer base.
- Convey concisely and accurately to attendees what they can expect to see and experience at the Annual Event to make the Fair a more modern experience.
- Create a strong presence for the Annual Event throughout New Mexico, including in rural areas.
- Underscore entertainment value-for-the-dollar provided by the annual State Fair in relation

to other family entertainment options.

- Highlight the State Fair as a must-see New Mexico tradition.
- Create energy and enthusiasm in a marketing campaign for the Annual Event that translates directly into word-of-mouth “buzz” about the event and an increase in attendance.
- Develop a distinct look and feel for a comprehensive campaign that includes general State Fair messaging and messaging for the Rodeo/Concert series.
- Develop theme branding for the Annual Event.

G. Budget

Total funds available for this program will not exceed \$400,000 including media buy during the first year of the agreement.

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 | 10/12/2023 |
| 2. | Pre-proposal conference (if any) | Fair, Potential Offerors | None scheduled at this time. |
| 3. | Distribution List Response | Potential Offerors | Date shown on Acknowledgement of Receipt Form |
| 4. | Deadline to submit additional questions | Potential Offerors | 10/24/2023 2:00 PM |
| 5. | Response to written questions/RFP amendments | Fair | 10/27/2023 |
| 6. | Submission of proposal | Offeror | 11/14/2023 2:00 PM |
| 7. | Proposal evaluation | Evaluation Committee | |
| 8. | Selection of Finalists | Evaluation Committee | |
| 9. | Best and Final Offers from finalists | Offeror | |
| 10. | Oral presentation by finalists (if any) | Offeror | |
| 11. | Contract finalization | Fair, Offeror | 3 business days |
| 12. | Contract award | Fair Management | |
| 13. | Protest deadline | Offeror | 15 calendar days after knowledge of facts or occurrences giving rise to the protest |

B. Explanation of Events

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

1. Issue of RFP

This RFP is being issued by the Fair.

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

2. Pre-Proposal Conference

A pre-proposal conference will not be held for this procurement.

3. Distribution List Response Due

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

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

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

4. Deadline to Submit Additional Written Questions.

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 2:00 p.m. local time on Tuesday, October 24, 2023. 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 or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

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

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON TUESDAY, NOVEMBER 14, 2023. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal at the Expo New Mexico 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 "Advertising Services" RFP. Proposals submitted by facsimile will not be accepted.

NO EXCEPTIONS TO THIS DEADLINE WILL BE ALLOWED. For the purpose of determining the timeliness of a proposal, cell phone time in the reception area of the administration building of the 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 offerors 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, as provided in this RFP.

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

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

C. Proposal Format

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

1. Proposal organization

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

- a. Letter of Transmittal (Appendix "C")
- b. Table of Contents
- c. Response to Mandatory Specifications
- d. Response to Other Specifications
- e. Offeror's Additional Terms and Conditions
- f. 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.

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 "C" 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 "D" 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 38, 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. Offeror Qualifications

- Nature of firm: Respondent may be an established advertising agency or a consortium of professionals working together with a responsible team leader.
- Strategic market planning: Knowledge and capability of targeting markets.
- Full media, creative, and production services: Agency must be a full service agency with ability to conceive, design, and implement an advertising/marketing campaign. Creative is to include graphic and multimedia design, copy writing, logo development, artwork and/or paste-up, media planning, buying and placement are to be handled in total by the agency. Agency shall also provide social media marketing and digital marketing services as well as offer support across our social media platforms. Photography, audio and video production may be subcontracted with the Fair's approval.
- Media, planning, and buying: Agency must be capable of planning the most cost effective media placement, must be able to obtain the most effective media mix and media buy for every advertising dollar spent. All buys and placement must be made directly between the agency and the media unless a written exception is given by the State Fair.

3. Campaign Contribution Disclosure Form

Offeror must complete and sign the "Appendix F", Campaign Contribution Form.

This form must be submitted with your proposal whether an applicable contribution has been made or not.

B. Other Specifications

1. Questionnaire for Advertising Agency

The Offeror must respond to the questionnaire found in Appendix “E” keeping in mind that the answers will be a substantial portion of the Offeror’s score.

2. Marketing Strategy, Creativity and Methodology

- a. Research methodology: A description of research capabilities, including sources of data for marketing and media. Explain how these sources have been used in the past in developing strategies for clients.
- b. Marketing strategy: A description of proposed methods to increase number of visitors to the Annual Event, spending and market share. Ideas and strategies for securing private sector partners to leverage the State Fair’s budget should be included. Include experience with such partnerships with other clients and explain how they were used to leverage their promotions. Include only experience in which the Offeror initiated and implemented the partnership(s).
- c. Media Purchase: A description of the media buying capabilities of the Offeror, and examples of media analysis by season and source.
- d. Describe how you would research a market in which you previously have not had experience, for example, rural areas, pueblos, out-of-state.
- e. Creativity: Creative should position the Annual Event, as uniquely apart from other destinations and expand promotional efforts effectively into new markets, and maintain traditional markets. (*See “Creative Brief” below.*)
- f. Offeror must provide a detailed Case Study which illustrates their skills, capability and approach, as well as demonstrates how they work with clients. Case study shall include the following:
 - A brief overview of the client’s background, and marketing and advertising objectives
 - An explanation of the advertising strategy recommended by the agency
 - Description of the advertiser’s main market sectors, as well as the challenges and opportunities the client faced in meeting the objectives
 - A detailed description of the advertising strategy, including details of the media buy, social media initiatives, and its coverage of the target audience
 - A summary of the most important results of the campaign
 - Examples of campaign creative

Creative Brief – The creative development must adhere to and bring to life the following creative brief:

1. Current New Mexico State Fair Situation:

- Critical Economic Driver: State Fair contributes tens of millions of dollars annually in economic impact.
- Gradually increasing attendance: Attendance has been steadily increasing over the last five years, consistently nearing 500,000 attendees.

- Limited Reach: 88% of visitors are from four New Mexico counties: Bernalillo, Sandoval, Valencia, Santa Fe.
- Not Enough Emphasis on Uniqueness of Annual Event: Past campaigns have failed to capture the uniqueness of the New Mexico State Fair, its agricultural importance, historical significance or “wow” factors.
- Marketing CHALLENGE: The New Mexico State Fair has recently been recognized nationally for affordability, innovation, and quality programming. The fair was recently ranked #2 in the nation, two years in a row by SmartAssest.com, recognizing the fair’s exceptional programming and affordability. The travel website, HomeToGo.com also ranked the New Mexico State Fair as the 3rd most affordable fair in the country. In recent years, the fair has made great strides towards providing a safe and inclusive event for all New Mexicans. Despite recent recognition for exceptional programming and affordability, there is still some level of misperception that “it’s the same expensive event every year.” The Fair must appeal to new demographics, including geographically (beyond our “base” 87106 zip code and into other areas of the metro area and state).

2. Vision and Objectives:

- Vision: Continued focus on the Fair as the “Best in the U.S.” and highlight the New Mexico State Fair as a celebration of our great state and an opportunity for New Mexicans to come together and take pride in our diversity and traditions.
- Economic Objectives: Increase and diversify attendance, reaching new demographics and markets, driving revenue growth and economic impact.
- Marketing Objective: Make the New Mexico State Fair a must visit destination which is appealing to everyone despite age, socioeconomic status and geography.

3. Brand:

- Brand Essence: *“Among the best in the West, the New Mexico State Fair offers an engaging, diverse entertainment event which appeals to a variety of people seeking family-friendly fun and diverse experiences.*
- Positioning Statement: The New Mexico State Fair is an event that feeds the senses by offering a taste of every culture and a glimpse into every industry that fuels New Mexico while offering the best dollar-for-dollar arts and entertainment value in the state. It offers something for everyone from the urban millennial who is seeking a unique arts, culture and culinary experience to the family looking for an authentic and memorable family experience. There is something for everyone at the New Mexico State Fair.

4. Consumer Target:

- New Mexicans with families

- Food and Beverage Enthusiasts
- Music Aficionados
- School Teachers and Students
- Female skew (based on lead role in travel decision making and booking, although visitors are equally likely to be male or female)

5. Frame of Reference:

- Our targets' frames of reference for New Mexico currently include:
 - Cliff's Amusement Park
 - Food and music festival attendees
 - Arts and craft festivals
 - Standouts in the fair industry (i.e., Minnesota State Fair, Washington State Fair, Oklahoma State Fair)
 - Perception: The fair is an expensive experience with not much to do if you don't have children
- We must shift the frame of reference to THE QUINTESSENTIAL (YET EVOLVING) STATE FAIR:
 - Break down the misperceptions of excessive prices, nothing new to do, same every year so no reason to visit.
 - Reinforce abundant attractions and activities, but with a much richer cultural undercurrent and emphasis on agriculture, livestock, farming and ranching, arts.
 - Educate people without kids (or with kids but who otherwise may not be interested in a Fair experience) that we offer a unique arts, cultural and culinary experience.
 - Standouts in the fair industry include the California State Fair, Los Angeles County Fair and Washington State Fair as the brand leaders with high market share, intent to visit and strong brand regard, which can serve as strong reference anchors for New Mexico.

6. Points of Difference and Reason to Believe:

- POD: The New Mexico State Fair is a unique experience that offers the opportunity to create memories that last a lifetime. This is about the depth of experience afforded by our rich culture and the myriad experiences the Fair brings together under one roof. The Fair captures people's imaginations. It has a very real and lasting indescribable impact; the creative needs to capture the soul in the same manner.
- RTB: The New Mexico State Fair uniquely delivers "The Biggest Show in New Mexico" which has something for everyone. From the toddler, to the millennial, to the senior citizen, the Fair is the one place where you can experience *all* New Mexico has to offer, while becoming immersed in its rich, distinctive culture. There is a misconception that the fair is little more than a carnival. By celebrating all there is to do at the fair - from celebrating local art, music, entertainment and cuisine (including beer and wine) to learning about

and getting in touch with our state's roots –that perception can be adjusted while keeping in mind the revenue from the carnival itself provides 10% of the annual income to the agency.

7. Key Brand Values:

- Authenticity: Experiences at the New Mexico State Fair are original and unique.
- Discovery: Learn about New Mexico, its heritage and cultures, unexpected treasures of history, science, art, and cuisine, and self-discovery through a sense of place, purpose, and cultural peace.
- Connection: The Fair is about a refreshing sense of connectedness – with the past, the land, your family, and yourself.
- Adventure: At the Fair, adventure is about a depth of experiences that spawn the memories of a lifetime.

3. Line item Budget and Advertising Campaign

- a. Line item budget. Using a \$400,000 budget, the offeror should develop an advertising campaign emphasizing the desirability of the New Mexico State Fair as the premier annual entertainment event destination in New Mexico. Provide a budget figure for 1) media placement and 2) creative, production, and all agency services. The Offeror may allocate the resources in whatever manner they feel is the most effective. Offerors are advised to explain their reasoning for the allocations selected for the various categories. Offeror shall provide NMSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance versus actuals, explained in detail.
- b. Integrated advertising campaign and comprehensive media
 - Offeror is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration, strategy, and account services for NMSF to further strengthen the Brand's effectiveness.
 - Offeror shall identify target markets in collaboration with State Fair staff and data studies, including but not limited to, regional markets, in-state travelers, and niche-group markets.
 - Offeror shall employ marketing strategies using both traditional and new media elements, including but not limited to, print, broadcast television, streaming/connected television, radio, out-of-home, digital display, online video, digital native content, paid social media, specialized app environments, programmatic advertising, strategic marketing partnerships, influencer campaigns, and experiential marketing.
- c. Offeror shall develop the following advertising and/or media plans in consultation with NMSF data studies:
 - Creative campaign to include the following:
 1. General Fair Awareness
 2. Discounts and Carnival Deals
 3. Rodeo/Concert Series

- Niche-group plan: Develop local niche marketing strategies with the goal of influencing the influencers by linking personal passions with state fair areas of attraction, such as food, rodeo, family entertainment, and culture.
- Marketing strategy which details media placement and rationale for the following:
 1. Television broadcast media including the production of a Spanish language ad produced entirely in Spanish without the use of dubs.
 2. Online media strategies
 3. Radio and streaming services
 4. New and inventive methods geared to attracting visitors to the Annual Event
 5. Print media targeting established New Mexico markets and exploratory or emerging markets
 6. Annual Event year-round awareness

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. Questionnaire for advertising agency | 200 |
| 2. Marketing Strategy, Creativity and Methodology | 500 |
| 3. Line Item Budget | 200 |
| 4. Advertising Campaign | 100 |
| SUB-TOTAL | 1,000 |
| 4. Oral Presentation (if any) | 100 |
| TOTAL | 1,100 |
| 5. New Mexico Preference- Resident Vendor Points | |
| 6. New Mexico Preference – Resident Veterans Points | |

B. Evaluation Criteria

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

1. Questionnaire for Advertising Agency: Points will be awarded based on the offerors overall qualifications, services available, and experience.
2. Marketing Strategy, Creativity and Methodology: Points will be awarded based on the perception of the offerors creativity based on samples submitted and how well the demonstrated creativity fits the Fair's advertising goals.
3. Line-Item Budget and Advertising Campaign: Points will be awarded based on the percentage of dollars assigned to the various categories considered to be the most advantageous to the Fair. Consideration will be given to the media commission percentage.

4. **Oral Presentations:** Finalists may be invited to make oral presentations. If invited, the Offeror will present their proposed Department team, creative campaign and marketing strategy. The scoring criteria, with assigned weights are as follows:

| <u>Weight</u> | <u>Criteria</u> |
|----------------------|--|
| 15 pts. | TALENT. The talent, experience and commitment of the offeror and the specific experience, ability and commitment of the team proposed for this account will be weighed. Offerors should present the team that would be assigned to the account at this time. Their abilities to create ideas, build the brand, infuse motivation and execute creative and media plans will be paramount. |
| 35 pts. | CREATIVE. Presentation of the written and illustrated campaign/creative platform. Points will be awarded on the basis of how the Offeror brought to life the creative presented in the written portion of the RFP. Points will be awarded based on how well the creative presentation aligned with the objectives, brand essence and consumer target outlined in section IV. |
| 30 pts | MARKETING/MEDIA STRATEGY. Marketing and media strategy will be scored on how effectively and efficiently the proposed approach will increase brand awareness and compel people to come to the Fair. |
| 20 pts. | OVERALL CONTENT & DELIVERY. Total presentation content, creativity, and delivery. Did this company “wow” me? Did they have a cohesive, motivating presentation? Do they believe in the New Mexico State Fair as much as I do? Am I sold? Based on the above criteria, the scoring in this section is based on the impressions on the committee member in terms of your abilities to deliver on your proposal. |

5. **New Mexico Preferences:** Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

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

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

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

C. Evaluation Process

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations, if any, will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Fair, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the New Mexico State Fair management as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX "A"
REQUEST FOR PROPOSALS
NEW MEXICO STATE FAIR
ADVERTISING AGENCY

ACKNOWLEDGEMENT OF RECEIPT FORM NUMBER ONE

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, consisting of a cover page, a table of contents, forty-five (45) pages of text that include Appendices "A" through "F".

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on October 19, 2023. Only potential offerors who elect to return this form will receive copies of all offerors' written questions and the Fair's written responses to those questions as well as RFP amendments, if any are issued. Response by fax is acceptable for this form, but not for proposals.

Firm **DOES OR DOES NOT** (circle one) intend to respond to this request for proposals.

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ FAX: _____ CODE: _____
NO: _____ 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.

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

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

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.

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

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

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

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.

2. Scope of Work.

The scope of work shall consist of providing a creative advertising campaign, media planning and buying, and production and social media services for the annual New Mexico State Fair held each September, as well as other media packages for events taking place throughout the year that State Fair Management may choose to highlight. The scope of work and concepts submitted by contractor in its proposal and as accepted by Fair is attached hereto as Exhibit "A" and is made a part of this Agreement. Offeror will work with representatives of the State Fair as designated by Management and shall maintain an office in New Mexico to meet with State Fair staff and others for consultation and presentation of concepts.

3. Changes in Scope.

The Fair may, from time to time, require changes in the scope of the services of the Contractor to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, and by and between the Contractor and the Fair, shall be incorporated in written amendments to this Agreement.

4. Non-Exclusive Performance.

Contractor's agreement to perform advertising services for the Fair is non-exclusive. The possibility exists that third parties may be performing specialized advertising not related to this scope of work.

5. Compensation.

- A. The Fair shall pay to the Contractor in full payment for services rendered a sum not to exceed \$400,000 during the first calendar year of the Agreement according to the following:
 - \$ _____ for creative campaign and production
 - \$ _____ for media planning and placement
- B. The Fair's advertising budget may be subject to change in subsequent years, and such changes will be at the Fair's discretion.
- C. Contractor shall not exceed the amounts budgeted for the specific categories, including the amounts budgeted in all the subcategories listed as television advertising, radio advertising, print advertising, production costs and miscellaneous costs as shown on Contractor's cost proposal. Any hourly billing rates will be built in to each category cost and will not be billed as an additional cost or category. Each invoice submitted by Contractor to Fair shall include a statement identifying the pertinent category for which payment is requested.
- D. In addition, the New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Fair to the Contractor. Such taxes must be itemized separately on the invoice.
- E. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's federal and state tax identification number(s).
- 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 paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

- G. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$_____ during the first calendar year of the agreement.

6. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on December 31, 2024 unless terminated pursuant to paragraph 7 (Termination), or paragraph 31 (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 a total of four years, subject to written concurrence by the Contractor and Fair.

7. 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 (7)(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 31, "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.

8. 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 detrimental to the Fair or the operations of its business.

9. Contract Administrator.

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

10. 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 further agrees to provide and maintain insurance liability coverage, through a separate policies of insurance or endorsements to its' comprehensive general liability insurance, in all mediums including electronic media, for advertising injury, slander, libel, misappropriation or trade dress, disparagement of goods or service and infringement of Copyright, Trademark or slogan.

C. 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.

D. Insofar as the above-described insurance provides protection against liability for

damages to third parties for personal injury, death, and property damage, Fair shall be included as an additional insured, provided such liability insurance coverage shall also extend to damage, destruction and injury to Fair-owned or Fair-licensed property and Fair personnel, and caused by or resulting from work, acts, operations or omissions of Contractor. Fair shall have no liability for any premiums charged for such coverage, and inclusion of Fair as an additional insured is not intended to, and shall not, make Fair a partner or joint venturer with Contractor in its operations at Expo New Mexico.

11. Performance Bond.

If requested by the Fair, Contractor may also be required to provide a performance bond in the amount of \$100,000.

12. Contractor's Property.

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

13. Parking Rights.

Fair retains all parking rights. Designation of parking areas, entry gates and fees shall be at the discretion of Fair.

14. Regulation Compliance.

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

15. 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.

16. 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 not later than the termination date of this Agreement. Nothing 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.

17. 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.

18. 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.

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 prior written approval of the Fair. The Fair, as a state agency, is subject to the Inspection of Public Records Act.

20. Status of Contractor.

Contractor acknowledges that its agents and employees are not employees of the State of New Mexico as a result of this Agreement. Fair and Contractor are independent contracting parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other. Neither party shall have any control or right of control in regard to the other party's employees, agents or independent contractors. Contractor agrees that Fair shall not be liable for any salaries or sums of money due to Contractor's employees, agents or contractors (collectively Contractor's personnel) or those persons with whom Contractor contracts, or any expenses or debts incurred by Contractor, except as specifically set forth in this Agreement.

21. 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.

22. 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.

23. Corporate Structure.

If the controlling interest in Contractor's company is sold, transferred, or assigned (by merger or otherwise) to a third party, or the current principals of Contractor, for any reason, cease to be active in the management and operation of Contractor's company at any time during the term of this Agreement, Contractor shall notify Fair of the change and Fair reserves the right to terminate this Agreement as provided in paragraph 15, "Termination".

24. 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.

25. 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.

26. 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.

27. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Workers' Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Fair.

29. 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" attached to this Agreement.

30. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

31. 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.

32. Release.

The Contractor's acceptance of final payment of the amount 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.

33. 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 15 herein, or to agree to the reduced funding.

34. 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.

35. 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.

36. 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.

37. 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:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

38. Signature Binding.

If either of the parties is other than a natural person, the individual(s) signing this Agreement on behalf of the parties do hereby represent and warrant that the undersigned parties have the right and authority to execute this Agreement on behalf of the Contractor and the New Mexico State Fair, and to fully perform the obligations contained herein. A signature sent via facsimile or electronically shall have the same legal effect as if the original has been signed in person.

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

CONTRACTOR

XXXXXXXXXXXXXX

Date: _____

NEW MEXICO STATE FAIR

Approved as to form and legal sufficiency:

General Counsel

Date: _____

Chief Financial Officer

Date: _____

General Manager

Date: _____

APPENDIX "C"
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 "D"
Mandatory Response Form
To Mandatory Specification
"Contract Terms and Conditions"

This Appendix "D" 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:

If yes, complete the following:

The offeror listed above is prepared to meet each of the requirements set forth in paragraphs 1 through 38 found in "Appendix "B", "Contract Terms and Conditions".

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

PART B:

If no, complete the following:

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

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

(Appendix "E" continued on next page)

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

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

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 "E"

Questionnaire for Advertising Agency

The following must be answered and/or supplied for your proposal to be considered. When listing information, use the number associated with the statement or question.

1. The Agency name.
2. List the Agency address, and if a branch office or affiliate agency list the home office name and address and the date founded. List branch office(s). Explain in detail how you plan to service the Fair from your staffed office that would be handling this account.
3. List agency principals and the date they joined the agency.
4. List a) all active accounts, b) year acquired, and c) the name of your contact of each account and telephone number. The fair may elect to contact your accounts.
5. Referring to item 4, list total billing of any accounts with similar events for past three years.
6. List any accounts in our target market, and the costs for creative and production, for which you have performed creative work and placed mass media.
7. List key personnel and identify the primary contact from your agency who would be assigned to the Fair's account, their previous pertinent experience, their function, and the percentage of time they would be available to this account. Also, list other personnel that will be assigned.
8. List number of professionals on staff, their assignments or areas of specialization or responsibility.
9. What is your Agency's procedure for "feedback" or reporting to client? Attach any sample forms.
10. What services, if any, could not be done in-house and would have to be subcontracted to other professionals or free-lancers? Be specific.
11. List other in-house services available, such as public relations, photography, market research, etc.
12. Would you be willing to guarantee that no employee of the State would stand to benefit directly from your firm being awarded this contract?
13. List your rates for copywriting, creative art work, and mechanical work plus an hourly fee schedule for all staff assigned to the account.

14. Give brief reasons why you feel your agency is particularly well-qualified to handle the Fair's advertising program. When was the last time someone from your team attended the Fair and what about the fair would they market?
15. Provide a statement outlining or answering questions below.
 - a. areas of concentration
 - b. media buying strength
 - i. Will your agency directly place all ads in all media? If answer is no, specify what ads will and what ads will not be placed by agency and why.
 - ii. Explain rate structures for both directly placed ads and indirectly placed ads.
 - c. agency depth as it relates to qualifications of staff and agency

Appendix "F"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

-OR-

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

Signature

Title (Position)

Date