

REQUEST FOR PROPOSALS

FOR

SECURITY SERVICES

AT

EXPO NM NEW MEXICO

RFP# 25-003

STATE OF NEW MEXICO

NEW MEXICO STATE FAIR

PREPARED BY:

NEW MEXICO STATE FAIR
ISSUE DATE: April 7, 2025

TABLE OF CONTENTS
2025 SECURITY SERVICES
REQUEST FOR PROPOSALS

I.	INTRODUCTION.....	4
	A. Purpose of this Request for Proposals.....	4
	B. Summary of Scope of Work	4
	C. Procurement Manager.....	4
	D. Definition of Terminology.....	5
	E. Background Information.....	6
II.	CONDITIONS GOVERNING THE PROCUREMENT.....	8
	A. Sequence of Events.....	8
	B. Explanation of Events.....	9
	1. Issue of RFP.....	9
	2. Pre-proposal Conference	9
	3. Distribution List Response Due.....	9
	4. Deadline to Submit Additional Written Questions.....	9
	5. Response to Written Questions/RFP Amendments.....	9
	6. Submission of Proposal.....	10
	7. Evaluation of Proposals.....	10
	8. Selection of Finalists.....	10
	9. Best and final Offers from Finalists.....	10
	10. Oral Presentation by Finalists.....	11
	11. Contract Finalization.....	11
	12. Contract Award.....	11
	13. Protest Deadline.....	11
	C. General Requirements.....	11
	1. Acceptance of Conditions Governing the Procurement.....	11
	2. Incurring Cost.....	11
	3. Prime Contractor Responsibility.....	12
	4. Subcontractors.....	12
	5. Amended Proposals.....	12
	6. Offerors Rights to Withdraw Proposal.....	12
	7. Proposal Offer Firm.....	12
	8. Disclosure of Proposal Contents.....	12
	9. No Obligation.....	13
	10. Termination.....	13
	11. Sufficient Appropriation.....	13
	12. Legal Review.....	13
	13. Governing Law.....	13
	14. Basis for Proposal.....	13
	15. Contract Terms and Conditions.....	13
	16. Offerors Terms and Conditions.....	14
	17. Contract Deviations.....	14
	18. Offeror Qualifications.....	14
	19. Right to Waive Minor Irregularities.....	14
	20. Change in Contractor Representatives.....	14
	21. Notice.....	14

22. Ownership of Proposals.....	14
23. Electronic Mail Address Required.....	14
24. Use of Electronic Versions of this RFP.....	15
25. New Mexico Preferences	15
III. RESPONSE FORMAT AND ORGANIZATION.....	16
A. Number of Responses.....	16
B. Number of Copies.....	16
C. Proposal Format.....	16
1. Proposal Organization.....	16
2. Letter of Transmittal.....	16
IV. SPECIFICATIONS.....	18
A. Mandatory Specifications.....	18
1. Contract Terms and Conditions.....	18
2. Insurance and Bonding	18
3. Licensing	18
4. Litigation	18
5. Campaign Contribution Disclosure Form.....	19
B. Other Specifications.....	19
1. Expertise Related to Scope of Work	19
2. Equipment and Supplies	19
3. Time Reporting System.....	19
4. Offeror Experience.....	19
5. Staff Experience	19
6. Client List	19
7. Offeror Procedures	19
8. Offeror Policies	20
9. Automated Patrol Tracking System	20
10. Additional Services/Equipment	21
11. Cost Proposal	21
V. EVALUATION.....	22
A. Evaluation Point Summary.....	22
B. Evaluation Criteria.....	22
C. Evaluation Process.....	24
APPENDICES:	
A. Acknowledgement of Receipt Form	
B. Contract Terms and Conditions	
C. Cost Proposal Form	
D. Response Form to “Letter of Transmittal”	
E. Response Form to Mandatory Specification “Contract Terms and Conditions”	
F. Grounds Map	
G. 2024 Schedule of Events	
H. 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 to provide Security services for the New Mexico State Fair. 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 Security Contractor for the term of the contract.

B. Summary of Scope of Work and Term

The scope of work shall consist of providing crowd control, physical security, patrol services, security consultation, coordination, supervision, and management for those activities designated by Management of the New Mexico State Fair. The Contractor may also serve, as directed, as liaison between the Fair and all law enforcement agencies with responsibilities at Expo NM and in surrounding areas. The Contractor will provide peer level services, uniformed, and uniformed armed guard services as determined by Fair. A detailed scope of work, which is subject to regulatory oversight, may be found in Appendix "B", titled "Contract Terms and Conditions".

This Agreement shall not become effective until signed by the general manager of the Fair. This Agreement shall terminate, without notice, on June 30, 2026. 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@expo.nm.gov
FAX: (505) 266-7784

All deliveries via express carrier should be addressed as follows:

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

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

"Contractor" means successful offeror awarded the contract.

"Expo New Mexico" or "Expo NM" 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 offerors proposal.

The terms "can," "may," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

E. Background Information

General 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 2024 Annual Event had an attendance of approximately 518,000. The 2025 eleven-day Annual Event will be held September 4th through September 14th.

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.

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.

New Mexico State Fair Facilities Description

The facilities include a number of buildings and assorted outdoor facilities. All facilities have multiple uses and are available as lease property to the general public. The following is a brief description of the most used facilities on at Expo New Mexico:

- a. Tingley Coliseum has a building capacity of approximately 12,000 and is used for a number of different type events such as concerts, motor sport events, circuses, sports events and rodeos.
- b. Manuel Lujan, Jr Exhibit Complex and Creative Arts Center are used for exhibits, trade shows, art shows, small sports events and small concerts with a maximum capacity of 2,000-5,000 people, depending on the number of halls occupied.
- c. Equestrian Center and Livestock Complex is mainly used for local, regional and national horse and livestock shows. This includes the Horse Arena with a capacity of approximately 1,800. In addition, approximately 2,000 horse stalls comprise the remainder of this facility.
- d. School Arts, Flower Buildings and African American Pavilion are primarily used for small trade shows and exhibits or private parties.

- e. Fine Arts Building, Hispanic Arts Center and Indian Arts Building are used for the exhibition of fine arts, agricultural displays, weddings and private parties.
- f. The Flea Market houses approximately 1,135 vendor spaces and is located in the Fair's south end lots. The Flea Market is held every Saturday and Sunday, exclusive of the Annual Event.
- g. Outdoor Facilities are used for numerous picnics, parties, and exhibits, and concerts. These facilities include a number of different areas, such as Villa Hispana, Indian Village and the State Fair Pavilion area.
- h. The African American Performing Arts Center is designed with a theater complex, classrooms and office space for neighborhood and community programs.

Facility Attendance

- a. Interim Events. The Fair's 2024 schedule of events and attendance (Appendix "G") is attached for informational purposes and as an aid in proposal preparation. No attempt is made here to predict future years' attendance. This information is for estimation purposes only.
- b. Annual Event. Approximately 518,000 people attended in 2024.

Facility Usage

The following is the approximate number of guard hours worked for the Annual Event and year-round events:

2024 Pre Fair/Fair Hours- approximately 21,800

2024 Interim Events – hours for each event **vary** from 8 hrs. to major events with 600 hours

2024 Weekly Duty Guard and Flea Market – armed 168 hrs. and flea market unarmed /bike patrol average 106 hours per weekend

These figures are not an accurate assessment of the hours that will be worked in the future, nor can the Offeror average the number of hours worked per week. The above information is intended to provide the Offeror with an idea of the relative size of the project contemplated and is not intended as a planning or scheduling tool.

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	4/7/25
2.	Pre-proposal conference (if any)	Fair, Potential Offerors	4/16/25 10:00am
3.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
4.	Deadline to submit additional questions	Potential Offerors	4/22/25 2:00 PM
5.	Response to written questions/RFP amendments	Fair	4/25/25
6.	Submission of proposal	Offeror	5/9/25 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 be held on Wednesday, April 16, 2025, at 10:00 AM at the African American Performing Arts Center classroom located at Expo New Mexico. 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.

3. Distribution List Response Due

Potential offerors should deliver or return by 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 offerors 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 April 22, 2025. 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 offerors 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 offerors 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 FRIDAY, May 9, 2025. 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 "Security Contractor" RFP #25-003. 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 reviewing 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 offerors 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 offerors 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 offerors 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 successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offerors 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 offerors terms and conditions or attempts at complete substitutions are not acceptable to the Fair and will result in disqualification of the offerors 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. Offerors 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 offerors 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 Offerors 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 expenditure 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. The 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) Offerors 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 Offerors proposal.

1. Contract Terms and Conditions

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

Offerors must respond to the requirements found in Appendix "B", "Contract Terms and Conditions". Specifically state whether or not offeror is prepared to meet each of the requirements set forth in paragraphs 1 through 48, 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. Insurance and Bonding

The offeror must submit with its proposal proof of its ability to obtain the insurance coverage required in paragraph 18 of Appendix "B". At a minimum the Offeror must submit a statement from its insurance agent certifying that if a contract is awarded as a result of this RFP, the agent will provide insurance meeting the requirements of this RFP. The Fair will also require a performance bond in the amount of \$100,000.00. Therefore, the Offeror must submit proof of its ability to provide such a bond with its proposal.

3. Licensing

The offeror must submit with its proposal proof that it is currently licensed and bonded with the State of New Mexico, New Mexico Private Investigators and Polygraph Board, or Offeror must hold a current license to practice private patrol in another jurisdiction whose standards equal or surpass those of New Mexico, and Offeror must submit proof of such licensing with its proposal. Should a contract be awarded to an out-of-state firm, the firm must obtain licensing in the state of New Mexico prior to commencing duties at Expo New Mexico.

4. Litigation

- a. Describe in detail whether or not your firm, officers, owners, directors, or key personnel who will be associated with the performance of the Agreement have been convicted of any felonies or misdemeanors involving moral turpitude. If so, describe the circumstances, results and judgments in each case.
- b. Describe in detail whether or not any civil litigation has been filed against Offerors firm in the State of New Mexico or in the state in which you have been in business for the most years, if not New Mexico, in the last five (5) years. Describe the circumstances, results and judgments in each.

5. Campaign Contribution Disclosure Form

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

B. Other Specifications

1. Expertise Related to Scope of Work

Demonstrate that Offeror can meet each of the requirements listed in the “Scope of Work” section of Appendix “B”. Demonstrate Offerors ability to provide quality and quantity of personnel services required.

2. Equipment and supplies

With regard to the items listed in paragraph 3 of Appendix “B”, “Equipment and Supplies”, Offerors should describe the equipment and supplies it proposes to provide. Offerors should provide photographs of proposed uniforms and respond to each item in the sequence listed.

3. Time Reporting System

The offeror must describe in detail the automated system to be used to accurately track employee time. Describe the procedure for each employee clocking in/out. Describe the timesheets/cards that will be provided to the Fair with invoices. Any hours that are not clocked in will not be paid for by Fair. Explain if you are currently using this system.

4. Offeror Experience

The Offeror must submit with their proposal a statement of relevant corporate experience. The Offerors should thoroughly describe their experience with similar projects for other clients. Include a description of the Offerors expertise and experience in the field of training security personnel.

5. Staff Experience

Describe proposed staffing, including training received by each level of staff who will be involved in the performance of the contract. With regard to training, the Offeror must specifically address the extent of training provided to its employees including subject matter and the number of hours of training provided in each subject area. Training provided to Contractor’s staff must be provided to staff prior to being assigned work at Expo NM. The Offeror must submit with its proposal resumes for each proposed key staff member who will be responsible for the performance of the contract.

6. Client List

Offerors must submit a client list dating back five (5) years and state the number of man hours per year provided to each client. State the types of guard services provided for each client, i.e., peer, unarmed uniformed, and armed uniformed.

7. Offeror Procedures

Describe how the following procedures will be implemented:

- a. Limited force ejection techniques.

- b. Crowd control.
- c. Shift changes and briefings.
- d. Enforcement of Fair's no smoking policy inside Expo NM's buildings.
- e. Enforcement of no weapons or dangerous objects policy, including fireworks or bottles, in or on Expo NM's facilities.
- f. Keeping fire lanes and aisles clear and free from persons sitting, standing or otherwise obstructing free emergency use.
- g. Enforcement of cameras or recording devices ban in Tingley Coliseum during events consistent with promoter requirements.
- h. Control of illegal drugs and alcohol at Expo NM.
- i. All guard sign-in sheets/cards are due at the conclusion of each event. Invoices for each event are due within three (3) working days of the event. The Fair will notify the Contractor of any corrections or disputes within five (5) working days of receiving each invoice. The contractor must provide corrections or explanation of charges to the Fair within five (5) working days of such notifications. Further corrections or explanations regarding disputes are to be provided to the other party within five (5) working days unless otherwise agreed to by both parties in writing. An aging report/statement must be provided on a weekly basis to the Fair.
- j. Procedure required of the Fair for placing orders for guards, changes in schedules, post positions, general duties and other relevant procedural information. State lead-time required. Describe policy if, due to unforeseen circumstances, the Fair is not able to supply lead-time required.
- k. Method of interaction with Fair's management, including method for reporting any incidents or problems at Expo NM.
- l. System and technique for conducting search lines.
- m. Lost and found.
- n. Formal legal complaint, court appearances and testimony procedures.
- o. Procedures for transferring persons to New Mexico State Police for arrest.
- p. Describe the scope of background investigations, which will be conducted for personnel prior to such personnel being assigned to Expo NM.

8. Offeror Policies

Describe the Offerors policies in the following areas:

- a. Company training policy for CPR and first aid.
- b. Company policy on the use of force for peer level, uniformed unarmed and uniform armed.
- c. Describe scheduling policy for meal and personal breaks for posted guards. The Fair will not allow any other guard who is scheduled at the same time at a different post at Expo NM, including a patrol guard, to be the relief officer. The Fair is not responsible for the expense of the relief officer.
- d. Detail officers' duties, responsibilities and chain of command.
- e. Detail responsibilities of staff crews before, during and after events.
- f. Company policy for supervisor-to-guard ratio.

9. Automated Patrol Tracking System

Describe the proposed automated patrol tracking system, which will assure the patrol guard makes rounds to assigned locations and in a timely manner. Offerors must state what the duties of patrol guards entail. The patrol administration system must be automated with a minimum of 120 checkpoint locations. Should the Fair request sensors in excess of 120, state the cost to the Fair, if any, for each additional sensor.

10. Additional Services/Equipment

Any other services or equipment which the Offeror may be able to provide to the Fair will be awarded points based upon the desirability to the Fair. State the cost to the Fair, if any.

11. Cost to the Fair

The offeror must provide hourly rates for all services described herein.

- a. Hourly rates must be identified for each level of billed personnel, i.e., peer level, unarmed uniformed guard and armed uniformed guard.
- b. Hourly rates for the above personnel must be structured in such a manner that they include all management, supervisor, administrative, overhead, holiday and overtime costs. Fair will pay the Contractor hourly rates rounded to the nearest ¼ hour of work performed per individual. (The Fair will not pay for any administrative, management, nor supervisory personnel nor any holiday, overtime or overhead costs.)
- c. The offeror must submit prices for each year of the agreement (four years)
- d. Additionally, Offeror shall state the hourly rate range it currently pays to its employees (by category of employee, meaning peer level, uniformed and uniformed armed) and the benefit package(s) it provides to its employees.
- e. **The offeror must complete the "Cost Proposal Form" found in Appendix "C" without deviation from the required format. Do not re-type the form or alter the form in any manner.**

V. EVALUATION

A. Evaluation Point Summary

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

	SPECIFICATION	POINTS AVAILABLE
1.	Expertise Related to Scope of Work	150
2.	Automated Time Reporting System	150
3.	Equipment and Supplies	100
4.	Experience and Client List	100
5.	Offeror Procedures	200
6.	Offeror Policies	50
7.	Automated Patrol Tracking System	50
8.	Additional Services/Equipment	50
9.	Cost to Fair	300
10.	SUB-TOTAL	1,150
11.	Oral Presentation (if any)	50
12.	New Mexico Preferences	
	TOTAL	1,200

B. Evaluation Criteria

Points will be awarded based on the following weighted evaluation criteria:

1. Expertise Related to Scope of Work: Demonstrate that Offeror can meet each of the requirements listed in the “Scope of Work” section of Appendix “B”. Points will be given based on the ability of the Offeror to provide the quality and quantity of staffing required for the performance of this contract. Offeror should thoroughly describe its method of

providing staffing and, at a minimum, demonstrate that its employees will present a positive, courteous and competent image.

2. Time Reporting System: Points will be awarded on the perceived effectiveness and desirability to the Fair. The accuracy and timeliness of reports available will be considered.

3. Equipment and Supplies: Points will be awarded based on the appropriateness, quality, quantity and/or appearance of the items listed in paragraph 3 of Appendix “B”, “Equipment and Supplies”. Offerors should provide photographs of proposed uniforms and respond to each item in the sequence listed.

4. Experience and Client List: Points will be awarded based on an evaluation of Offerors corporate and proposed staff experience based on similar projects and the skill and experience level of staff proposed. The client list will demonstrate to the Fair the overall size and similarity Offerors other projects as they relate to the requirements of the Fair.

5. Offeror Procedures: Points will be awarded based on the applicability and desirability to the Fair of enforcement method and/or perceived effectiveness of the procedures listed in Section IV.B.7 in the “Offeror Procedures” specification. Respond to each procedure in the sequence listed.

6. Offeror Policies: Points will be awarded based on the applicability, perceived effectiveness and desirability to the Fair of the Offerors policies regarding those listed in Section IVB.8 under “Offeror Policies”. Respond to each policy in the sequence listed.

7. Automated patrol Tracking System: Points will be awarded based on the desirability and appropriateness of the proposed system. Describe in detail the system proposed for use at Expo NM. State the number of sensors that will be available. State the cost to the Fair, if any, for sensors required by Fair in excess of 120.

8. Additional Services/Equipment: Any other services or equipment that the Offeror may be able to provide to the Fair will be awarded points based on the desirability to the Fair. State the cost to the Fair, if any.

9. Cost to the Fair: Points will be awarded on an annualized basis according to the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offerors Cost}} \times 25 = \text{Award Points}$$

(per type of guard, per year for a maximum of 300 possible points)

The cost for each type of security service (peer, unarmed uniformed and armed uniformed) will be evaluated.

Additional services/equipment the Offeror may propose will not be included in the cost evaluation.

In submitting a proposal for Evaluation Criteria number 9, 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.

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
2025 SECURITY SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM NUMBER ONE

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, consisting of a cover page, a table of contents, Forty-nine (49) pages of text that include Appendices "A" through "H".

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on April 16, 2025. 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
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 NM" 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 Offerors proposal.

The terms "can," "may," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

2. Scope of Work.

The Contractor shall:

A. Provide crowd management, physical security, patrol services, security consultation, coordination, supervision and management for those activities designated by the Contract Administrator conducted at Expo New Mexico.

B. Provide security personnel whose job descriptions are described, generally, as follows:

- i. Peer Level Services - A uniformed attendant/guard or bicycle patrol, who provides peer level crowd control and direction, enforcement of facility rules and regulations, secures exits and entrances, may accept tickets from patrons, conduct patron searches, check identification for alcohol consumption and provide security for the entertainer(s) upon request. Will not carry firearms.
- ii. Unarmed Uniformed Guard – A uniformed security guard working inside or outside the facility or patrolling the area. On occasion these individuals may be required to conduct patron searches, check identification for alcohol

consumption and provide bicycle patrol services, may accept tickets from patrons. These persons will not be allowed to carry firearms. These individuals must be licensed with the State of New Mexico, New Mexico Private Investigators and Polygraph Board.

- iii. Armed Uniformed Guard – A uniformed, armed guard working inside or outside the facility or patrolling the area. These individuals must be licensed with the State of New Mexico, New Mexico Private Investigators and Polygraph Board prior to being on active duty at Expo NM. Contractor will be required to provide proof of such licensing prior to assigning individual armed guards for duty at Expo NM. All firearms used at Expo NM must be approved by the Contract Administrator. All armed guards must be trained in the use of, must carry, and must be authorized to use handcuffs or other restraining devices. All armed guards used at Expo NM must have completed the Firearm competency at a rate of 80% or higher.

C. Provide a certain amount of regular security. This is exclusive of any special event security and should be considered as regular shift work. This guard shall not supervise or break any special event or flea market security. Times of shifts and number of guards may be subject to change. The Fair will require:

- i. One (1) armed uniformed guard to patrol Expo NM up to twenty-four (24) hours per day each day. This armed guard must patrol the grounds in a company vehicle. Hours are subject to change at the discretion of the Fair. This guard may also be required to collect rental fees for recreational vehicles and horse stalls and to collect proceeds from the sale of shavings and feed. The Fair may require an additional vehicle on occasion. Company vehicles must be marked and equipped with security equipment such as strobe light, spotlight, and public address speaker.

D. Attend the mandatory weekly events meeting and the daily events meetings that are held during the Annual Event. During these meetings the Contractor's Manager or designee or other individual specified by the Contract Administrator must be present and provide Fair a schedule of posted officers, including all shift changes for each event. The Fair's Contract Administrator must be notified of any changes.

E. Contractor shall provide, at no cost to the Fair, adequate personnel to relieve guards when taking any breaks while on duty. All guard stations shall be covered by qualified personnel at all times during those hours of duty which have been requested by and are being paid for by Fair. The Fair will not allow any other guard who is scheduled at the same time at a different post at Expo NM, including a patrol guard, to be the relief officer.

F. Maintain a requisite number of security personnel as requested by the Contract Administrator or designee at all times at Expo NM in order to ensure its security and that no personnel assigned by the Contractor to this contract will be dispatched from Expo NM without being adequately replaced.

G. Post orders must be job specific, tailored to each event, and contain a description of duties to be performed. Contractor and Fair staff will collaborate in order to achieve mutually agreeable job descriptions.

H. Required copies of incident reports and any other communications necessary to Fair must be submitted to Fair at the end of each event or as requested by Fair management or

event coordinator.

- I. Be responsible for coordination of the Lost Child Program and procedures for lost and found items.
- J. Be responsible for the Lost and Found Program.

3. Equipment and Supplies.

The contractor will be required to provide, at its own expense, all equipment and supplies necessary to allow the highest caliber of performance. At a minimum, the Contractor must provide the following:

- i. Distinctive uniforms to be worn by all staff personnel. All such uniforms must be furnished, similar in design, but distinct in color as to the job category/services being provided. All uniforms must be approved in advance by the Fair.
- ii. Lights and signaling equipment for all personnel must be furnished by Contractor and are subject to the approval of the Fair. Such equipment may be used for crowd control inside buildings as well as for patrolling.
- iii. Waterproof and light-reflective clothing for all outdoor personnel must be provided by the Contractor and approved by the Fair.
- iv. Hand-held two-way communication equipment for key staff with the capability of communicating with a designated representative of the Fair. In addition to the patrol officer on duty, the Fair requires the Contractor to provide working radios, which can communicate with Fair's representative on a Fair-owned frequency, at each event and at each location (building and/or outdoor facility) for which security is required. Further, when requested by Fair, the Contractor must be able to provide additional working radios programmed to communicate with Contractor's personnel for any given event at Tingley Coliseum and at the Flea Market and at all other events when requested by Fair. Before any Fair-owned frequency is used by the Contractor, approval must be obtained from the Contract Administrator. Contractor's "10 codes" used at Expo NM must be consistent with those used by the New Mexico State Police.
- v. Portable public address systems must be available and be provided by Contractor for crowd management when requested by Fair.
- vi. Contractor shall provide a radio communications repeater and license for communications frequency to be used internally by the guard staff.

4. Automated Time Reporting System.

Contractor must provide system as described in proposal. Timecards will be used for all billable hours. Any hours that are not clocked in will not be paid for by Fair. All copies of timecards must be submitted to Fair at the end of each event. Unacceptable documentation will be returned to Contractor by Fair and payment withheld by Fair until proper corrections are made. Unreasonable billing is not permitted.

5. Automated Patrol Tracking System.

Contractor shall provide, at no cost to the Fair, an automated patrol tracking system capable of

tracking one hundred twenty (120) locations that must be activated by the patrol guard as further described in Contractor's proposal. The locations of such sensors shall be designated by the Contract Administrator. Contractor shall also replace, at no cost to the Fair, sensors which are damaged or lost.

6. Lead Time.

The Fair will provide the Contractor with _____ amount of lead-time prior to the Fair ordering a security guard or attendant. The procedure for ordering guards will be _____. Should the Fair be unable to provide the Contractor with the appropriate lead-time, the following procedure will apply: _____. (Information to be inserted based on Contractor's proposal).

7. Licensing.

The Contractor must be licensed and bonded with the State of New Mexico, New Mexico Private Investigators and Polygraph Board during the term of the Agreement.

The Contractor will be required to provide to the Fair proof of the State of New Mexico, New Mexico Private Investigators and Polygraph Board registration for any and all guards or attendants upon request.

8. Background Investigation.

The Contractor must conduct an adequate background investigation on all personnel utilized at Expo NM. The results of the investigation must be available to the Fair Management.

9. Independent Judgment.

With respect to all security services it performs, Contractor shall exercise its independent judgment in a reasonable manner in performing work and shall discharge its duties in a reasonable and responsible manner.

10. Additional Services/Equipment.

Upon request by the Fair, the Contractor shall provide those additional services/equipment listed on page _____ of the Contractor's proposal.

11. Work Environment.

The New Mexico State Fair shall provide year-round headquarters space in the mobile unit located on the north side of Racetrack Avenue, west of the Public Safety Building and one (1) telephone extension. The Fair shall not provide any office supplies, equipment, clerical services, photocopying services or any other item not specifically stated above. The location of the headquarters space may be changed at the discretion of the Fair. Contractor shall maintain provided space to be clean and presentable. Contractor is responsible for all maintenance and upkeep.

12. Compensation.

- a. The Fair shall pay to the Contractor in full payment for services rendered as follows:

	Hourly Rates
Unarmed uniformed guard	\$ _____
Armed uniformed guard	\$ _____
Peer level attendant/guard	\$ _____

- b. The Fair shall not pay any additional charges for management, supervisor, administrative, scheduling, overhead, holiday and overtime costs. Fair will pay the Contractor hourly rates rounded to the nearest ¼ hour of work performed per individual.
- c. If the Fair requests the additional services/equipment referenced in paragraph 10 of this Agreement, it shall pay the Contractor according to the prices stated in said paragraphs.
- d. An authorized representative of the Contractor and designated Fair representative will audit and adjust accordingly all invoices prior to any payments being made to Contractor. To ensure timely payment of the aforementioned invoices, Contractor agrees to remit to the Fair all invoices, which shall include copies of applicable, completed timecards. Invoices that are returned to the Contractor for corrections are subject to non-payment until the corrections are made and delivered to the Fair. Invoices that are submitted more than ninety (90) days after services have been performed are subject to non-payment.
- e. 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.
- f. 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).
- g. 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.

13. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on June 30, 2026 unless terminated pursuant to paragraph 15 (Termination), or paragraph 41 (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.

14. 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 (15)(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 41, "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.

15. 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.

16. Contract Administrator.

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

17. 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.

C. 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.

18. Payment and Performance Bond.

Contractor shall, within five (5) business days after award of contract, deliver to the Fair a Payment and Performance Bond in the amount of one hundred thousand dollars (\$100,000) executed by a surety company approved in federal circular 570 as published by the United States Treasury Department and which shall become binding on the parties upon execution of the contract. If Contractor fails to deliver the required payment and performance bond, the award will be rescinded and the offer submitted by the Contractor will be rejected.

19. Non-Exclusive Right.

Contractor's right to operate the above-described business on the Fair's premises is a non-exclusive right. Clients of the Fair who choose to provide their own personal bodyguards or other security services may be allowed to do so at the sole discretion of the Fair.

20. Contractor's Property.

Contractor acknowledges that in conjunction with the Agreement, materials, items, and other tangible property may be brought into Expo NM. 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 NM. 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.

21. Parking Rights.

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

22. 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.

23. 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.

24. 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. Should the Contractor elect to choose another subcontractor, all work must be approved by Fair.
- d. The Contractor will be assessed a fee by the Fair of \$175.00 plus New Mexico gross receipts tax per line for telephone installation. These charges are in addition to any telephone service charges. Only the Fair's communications contractor is permitted to install wire telephones on the Expo NM premises. Contractor is responsible for all internet service and installation fees.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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".

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 as appendix “H”.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

45. 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.

46. 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.

47. 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:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

48. 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

_____ Date: _____
XXXXXXXXXXXXXXXXXX

NEW MEXICO STATE FAIR

Approved as to form and legal sufficiency:

_____ Date: _____
Chris Machin, Legal Counsel

_____ Date: _____
Cara Smouse, Chief Financial Officer

_____ Date: _____
Dan Mourning, General Manager

APPENDIX "C"
COST PROPOSAL FORM
(Page 1)

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.

YEAR PROPOSED (CIRCLE AS APPROPRIATE):

2025/2026 2026/2027 2027/2028 2028/2029

If Offeror is proposing different prices for each year, duplicate this form and fill out one cost proposal form for each year. Points will be awarded on an annualized basis.

Do not include gross receipts taxes in proposed prices.

***HOURLY RATES:**

UNARMED UNIFORMED GUARD \$ _____ PER HOUR

ARMED UNIFORMED GUARD \$ _____ PER HOUR

PEER LEVEL ATTENDANT/GUARD \$ _____ PER HOUR

***Hourly rates for security guards and attendants must be structured in such a manner that they include all management, supervisor, administrative, overhead, holiday and overtime costs. Fair will pay the Contractor hourly rates rounded to the nearest ¼ hour of work performed per individual.**

APPENDIX "C"
COST PROPOSAL FORM
(Page 2)

CURRENT HOURLY RATE RANGE OFFEROR NOW PAYS ITS EMPLOYEES:

UNARMED UNIFORMED GUARD	\$_____ PER HOUR
ARMED UNIFORMED GUARD	\$_____ PER HOUR
PEER LEVEL ATTENDANT/GUARD	\$_____ PER HOUR

Appendix "D"
Response Form to Letter of Transmittal

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

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

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

Company Name: _____

Address: _____

City, State, Zip: _____

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

Name: _____ Title: _____

Telephone Number: _____ Email: _____

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

Name: _____ Title: _____

Telephone Number: _____ Email: _____

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

Name: _____ Title: _____

Telephone Number: _____ Email: _____

Name: _____ Title: _____

Telephone Number: _____ Email: _____

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

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

YES, I ACCEPT

NO, I DO NOT ACCEPT

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

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

Printed Name: _____

Signature: _____

Date: _____

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

I HAVE

I HAVE NOT

RECEIVED ANY AND ALL AMENDMENTS TO THIS RFP.

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

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

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

FIRM: _____

PHONE NO: _____ FAX NO: _____

REPRESENTED BY: _____ TITLE _____
(Please print)

SIGNATURE: _____ DATE: _____

PART A:

The offeror listed above is prepared to meet each of the requirements set forth in paragraphs 1 through 48 found in "Appendix "B", "Contract Terms and Conditions".

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

PART B:

If no, complete the following:

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

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | 40. |
| 41. | 42. | 43. | 44. | 45. | 46. | 47. | 48. |

(Appendix "E" continued on next page)

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

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | 40. |
| 41. | 42. | 43. | 44. | 45. | 46. | 47. | 48. |

PART C:

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

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

I propose the following alternative language for paragraph number _____:

Appendix "F" Grounds Map



**APPENDIX “G”
Schedule of Events**

TOTAL 2023 ATTENDANCE AT EXPO NEW MEXICO

	Event Attendance:	# of Events
January	9,750	7
February	33,150	12
March	51,184	14
April	84,935	16
May	100,735	15
June	13,989	22
July	11,775	13
August	11,120	10
September	2,775	5
October	33,050	20
November	22,103	15
December	5,602	6
Total	380,168	155

**** Events attendance numbers are often based on event client or coordinator estimates.**

Appendix “H”

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