

**REQUEST FOR PROPOSALS**

**FOR**

**TICKETING SERVICES**

**AT**

**EXPO NEW MEXICO**

**RFP# 23-004**

STATE OF NEW MEXICO

NEW MEXICO STATE FAIR

PREPARED BY:

NEW MEXICO STATE FAIR  
ISSUE DATE: April 14, 2023

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**REQUEST FOR PROPOSALS**

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## **I. INTRODUCTION**

### **A. Purpose of this Request for Proposals**

The State of New Mexico, New Mexico State Fair Commission, (“Fair”), is inviting responsible offerors to submit competitive sealed proposals to provide ticket sales 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 ticket services contractor for the term of the contract

### **B. Summary of Scope of Work and Term**

The scope of work shall consist of providing a turn-key ticketing solution including, but not limited to, furnishing ticket sales, accounting and support services, training of Fair’s staff, and the use of a computer system including software and hardware for the New Mexico State Fair “Annual Event” and other events on the Fairgrounds as requested by the Fair.

It is anticipated that ticket sales for the 2023 New Mexico State Fair will begin approximately mid-June, but this is subject to change.

Admissions will be sold at a minimum of 7 points of entry, at a minimum of 35 points of sale during the eleven-day event. Parking will be sold at a minimum of 7 of entry at a minimum of 20 points of sale during the eleven-day fair. It is anticipated that the Fair will host between six (6) and nine (9) rodeos, some of which will be followed by a concert, that will be sold at entry gate as well as the box office. The Fair also distributes complimentary hard tickets to sponsors, concessionaires and exhibitors. Admission, Parking and Rodeo/Concerts tickets will be sold online in advance and throughout the eleven-day event.

### **Functionality**

- a. Ticketing system requirements should include the ability to sell and manage a real-time inventory of general and reserved admission event tickets.
- b. Provide an internet-based, secure, brand-able, online storefront and shopping cart experience for end-user customers that allows for credit card processing and issues unique codes that can be scanned for each ticket purchased.
- c. Scanned ticket data should be received in real-time by the system for immediate, up-to-date reports on redeemed, voided or invalid tickets.
- d. The branded ticketing site may be accessed by customer off a link, from site at NMSF’s choosing, unless a more seamless integration method is available.
- e. The storefront must also be optimized for mobile device use.
- f. Ticket delivery methods for online purchases should include print at home and mobile device redemption.
- g. Ticketing system must have the ability to download unique codes for alternative ticket sales (i.e. Groupon). Downloaded codes must scan through contractor’s ticket validation process.
- h. Ticketing system must have the ability to upload compatible codes which can be sold and validated through contractor’s system.

- i. System must provide a client-side backend that allows for NMSF user access and permission levels for store set up, testing, report viewing, order and report downloads, promo code utilization, re-issue of lost tickets or processing of refunds and other customer service functions.
- j. Features of the backend system should include auto-expiration of sales of individual products with different offline dates, discount capability, allow for descriptions, disclaimers, and restrictions of use to appear on storefront. The system must also have the capability to add customized elements to tickets including but not limited to logos, photos, sponsor offers, and more.
- k. Ticketing system requirements include 24/7 client services access.

### **Equipment**

- a. Contractor shall provide and support wireless networks and access points.
- b. Support varying and mobile admission locations.
- c. System must be up and running/tested before opening day.
- d. Equipment must include printers to run close out reports at a minimum of five (5) locations.
- e. Manager obstacles between admission locations dues to the following:
  - i. Steel (rides) in the air.
  - ii. Powerlines.
  - iii. Concrete buildings.

### **Administrative Requirements**

- a. Tracking backend site should allow for multiple users and permission levels.
- b. NMSF should have full control over refunding policies, setup, discounts, ticket wording, product listings, and all store related items.
- c. Reports should be available for download and viewing, with sorting capabilities by ticket type.
- d. Proposed ticketing site must have capability to be fully branded by NMSF.
- e. Contractor must provide a mechanism for online sales from social media sites (i.e. Facebook, Instagram, Twitter, etc.). Contractor should provide email blasts/push notifications from contractors' own data base.
- f. Ticketing site should have social media sharing options.

### **Hardware and Software Requirements**

- a. Web-based, Contractor to provide routine maintenance and regular updates to system.
- b. Box Office Site(s) to include Admission and Parking Booths at Gates.
- c. Ability to swipe credit card via ticketing system at box office sites.
- d. Provide rugged, durable and all weather printers at designated box office sites (Admission Gates, Main Box Offices and Parking Booths).
- e. System must allow options for using codes:
  - i. Code option feature should be included with ticket setup process.
  - ii. Code scanners (and any other associated, required hardware like netbooks) will be required for ticket redemptions and reporting.
- f. Scanners must accommodate mobile device redemption or comparable way to redeem mobile device purchases with the system such that the codes assigned to that ticket are expired or tracked as redeemed.

- g. PCI Requirements:
  - i. Contractor must be PCI compliant and meet State PCI compliant requirements or provide alternative which meets PCI compliance requirements.
  - ii. Contractor will be required to use the Fairs Merchant Server, which is currently Wells Fargo.

### **Ticket Requirements**

- a. Each ticket sold must have a unique code that can be scanned. System must allow for the following:
  - i. One-time scans (code expires after first scan).
  - ii. Multiple scans for same code (i.e. unlimited admission Season Passes).
  - iii. One-time scans at multiple locations (i.e. one scan at admission gate, one scan at concert).
- b. System must allow for date or time specific codes that are only valid for a specified date or time range.
- c. All tickets sold online for print at home must have ample promotional space to accommodate the following at a minimum:
  - i. NMSF Logo.
  - ii. Ticket differentiator photo (i.e. ride tickets, or individual car parking tickets).
  - iii. Sponsor offer (bounce-backs).
  - iv. Redemption/Restriction/Legal Language.
- d. Mobile version must offer similar, but in a mobile friendly format.
- e. Ticket stocks used for printing must be allowable for ambient heat exposures up to 120°
- f. Ticket options must include; but not limited to:
  - i. Season ticket.
  - ii. Single.
  - iii. Reserved.
  - iv. General Admission.
  - v. Special offers.
  - vi. Discounts.
  - vii. Promoter codes.
- g. Ticket purchasing options to include; but not limited to:
  - i. Internet.
  - ii. Phone both IOS and Android.
  - iii. Will Call.
  - iv. Mobile.
  - v. Kiosk.
  - vi. Online invoicing.
  - vii. Any new technology available.

### **Customer Service**

- a. Ticketing site should provide a user-friendly purchase experience, such that customers can view an organized list of products available, as well as read more detail should they wish as well as the following:
  - i. Use promotional codes;
  - ii. See only products currently for sale;

- iii. Easily navigate through shopping experience;
- iv. Confirm purchase(s)
- v. Utilize credit card payment options, and;
- vi. Provide secure transactions.
- b. Contractor must provide customer support for NMSF, support shall be made available at all times.

### **Reports**

- a. All financial reports must be able to be exported into Excel. All other reports must be able to be downloaded and viewed with sorting functionality by ticket type and other applicable fields.
- b. Types of Report:
  - i. Seller's reconciliation reports per show and parameters of day or time frame.
  - ii. Sales data in real-time.
  - iii. Data sort for credit, cash or consigned sales.
  - iv. Customer reports as needed with sort functionality.
  - v. Ticket validation reports.
  - vi. Seat Tracking.
- c. Sale Reports:
  - i. Reconciliation reports for sellers.
  - ii. Sales by event.
  - iii. Sales by date(s).
  - iv. Sales by ticket type.
  - v. Sales by credit card type.
  - vi. Sales by source (i.e. online, box office, outlet, etc.).
  - vii. Comparative reports from prior years or events.
- d. Customer Information:
  - i. Tools to easily find a customer order, be able to search using last name, first, last 4 of credit card numbers, email, etc.
  - ii. Information needs to be in live-time with scanners (i.e. customer calls to cancel order- need to know if the tickets have been redeemed).
  - iii. Ability to notate ticket orders for customer.
  - iv. Ability to re-email or reprint for customer.
  - v. Ability to obtain email addresses from previous purchases to be used for marketing purposes.

### **Training and Technical Support**

- a. Contractor shall provide training and support of ticketing system.
- b. Training Topics shall include but is not limited to:
  - i. Event/Product Setup- Build manifest, system holds, releases, ticketing types, discount codes, promotional codes, codes, product expirations, etc.
  - ii. Selling- Managing order from ticket/seat selection through payment, refunds, loss replacement, etc.
  - iii. Report Creation- Audits, inventory controls, analytics, etc.
  - iv. Technical Troubleshooting- First steps, contact methods and information, contingency plans, etc.

- v. Hardware- Setup, usage, maintenance, etc.
- vi. Train the Trainer for Sellers and Users.
- c. Contractor shall provide printed training materials.
- d. Training and Technical Support Availability
  - i. In-person, onsite during operating hours throughout the Annual Event.
  - ii. Telephone (24 hours availability)
  - iii. E-mail (Immediate response up to 2 hours)

This Agreement shall not become effective until signed by the general manager of the Fair. This Agreement shall terminate, without notice, on June 30, 2024. The Fair reserves the option of renewing the contract for 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 that 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  
Expo New Mexico  
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.

"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 respects of a request for proposals include, but are not limited to, quality, quantity, or delivery requirements.

The terms "must", "shall", "will", "require", identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

#### **E. Background Information**

##### 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 2022 Annual Event had an attendance of approximately 474,000. The 2023 eleven-day

Annual Event will be held September 7<sup>th</sup> through September 17<sup>th</sup>.

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](http://www.ExpoNM.com) for more information regarding the Fair, interim events, and the Flea Market.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. Sequence of Events

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

	<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE (if known)</b>
1.	Issue of RFP	Fair	4/14/2023
2.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
3.	Deadline to submit additional questions	Potential Offerors	4/24/2023 2:00 PM
4.	Response to written questions/RFP amendments	Fair	4/27/2023
5.	Submission of proposal	Offeror	5/16/2023 2:00 PM
6.	Proposal evaluation	Evaluation Committee	
7.	Selection of Finalists	Evaluation Committee	
8.	Best and Final Offers from finalists	Offeror	
9.	Oral presentation by finalists (if any)	Offeror	
10.	Contract finalization	Fair, Offeror	3 business days
11.	Contract award	Fair Management	
12.	Protest deadline	Offeror	15 days after knowledge of facts or occurrence 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. Distribution List Response Due**

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

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

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

### **3. 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 PM on April 24, 2023. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph C).

### **4. 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.

### **5. 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 16, 2023.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal at the Expo New Mexico receptionist desk by the receptionist on duty in the administration building upon their arrival. Proposals must be addressed to the

Procurement Manager and delivered to the receptionist on duty at the address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Ticketing Services" RFP. Proposals submitted by facsimile will not be accepted.

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

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

6. 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.

7. 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.

8. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified and amended in writing at the finalist Offeror's oral presentation.

9. 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.

10. Contract Award

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

The contract will be awarded to the responsible offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

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

11. 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](http://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

The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written consent of Fair. Contractor shall be wholly responsible for the entire performance of the Agreement whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Fair's personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the 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 a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful 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. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any Offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections NMSA 1978 §§ 13-1-83 and 13-1-85.



19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

20. Change in Contractor Representatives

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

21. Notice

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

22. Ownership of Proposals

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

23. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, 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 expenditures for this RFP includes federal funds.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. Number of Responses

Offerors shall submit only one proposal.

#### B. Number of Copies

Offerors shall deliver six (6) signed, identical sealed copies of their proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals.

#### C. Proposal Format

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

##### 1. Proposal organization

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

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

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur only in the section with the cost response form.**

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

##### 2. Letter of Transmittal

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

- a) Identify the name and address of the submitting organization;
- b) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the offeror to contractually obligate the organization;

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

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

## **IV. SPECIFICATIONS**

### **A. Mandatory Specification**

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

#### **1. Contract Terms and Conditions**

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

Offerors must respond to the requirements found in Appendix "B", "Contract Terms and Conditions". Specifically, state whether or not offeror is prepared to meet each of the requirements set forth in paragraphs 1 through 38, on an item by item basis in the order in which they appear. It is not necessary to re-type each paragraph. An offeror may state that he/she is prepared to meet each of the requirements by referencing the specific paragraph numbers to which the offeror is agreeing. If the offeror is not prepared to meet certain requirements, state the paragraph number(s) to which you are referring at this point and state your objections with specificity.

#### **2. Campaign Contribution Disclosure Form**

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

#### **3. Client List**

Offeror must submit a list of locations where their services have been utilized for the past three (3) years.

#### **4. References**

Please provide at a minimum three (3) client references (including names, titles, telephone numbers and e-mail addresses) for fairs/festivals that your company has provided services in the last five (5) years.

### **B. Other Specifications**

#### **1. Ticketing System.**

- a. Please describe the full capabilities of your ticketing system. Proposals shall include, but not limited to, the ability to handle multiply on-sales, high volume, pre-sales associated with multiple discount codes.
- b. Describe your procedures in the event the ticketing system fails, especially during high volume times.
- c. Description of your systems reporting capabilities. This should include, but not limited to, standard reports, event reporting, and ability to customize reports.
- d. Describe printing, reprinting, batch printing, holds, payments and methods of ticket delivery, etc.
- e. The ability for the Fair to utilize ticket backs for potential Sponsors or disclaimers and or advertising. Please describe the process that is required to fulfill this request.
- f. Describe in detail the systems security.

**2. Scanning System.**

- a. Describe the scanning system and process including how bar codes are generated when tickets are sold (voided, re-issued and transferred) and the database management.
- b. Explain how tickets are scanned and authenticated.
- c. Explain who supports the system and the procedure in the event the system fails during event.
- d. List the hardware (access points, scanners, etc.) that is required to utilize your system and who is responsible for implementation and installation.
- e. Provide samples of reporting available through the system.

**3. Technical Support.**

- a. Please describe in detail your technical support program, including on-site technical support.
- b. Describe (data transmission capacity or bandwidth, service, etc.) all telephone, networking and or Internet connections which are required to install and operate your system.

**4. Training.**

Describe the proposed training to Fair's staff in terms of who will provide the training, when and where it will be performed and the type of training to be provided –online, manuals or one-on-one training.

**5. Technology.**

- a. Describe any anti-hacker technology and anti-virus programs used to protect your system. Identify the continuous measures being taken by your company to deal with computer "bot" programs aimed at grabbing large volumes of inventory.
- b. Describe what measures and technologies are employed to protect the security of online tickets purchasers who may use credit card or debit cards to pay for their services.

**6. Offeror Experience**

- a. Provide a brief history of your company. Include the number of offices, locations, total number of employees.
- b. Provide a summary of your company's past relevant experience in providing the services required in this RFP to other fair and festivals of a similar nature.
- c. Years of experience directly related to ticketing.
- d. Provide a list of key personnel who specialize in experience and expertise relating to the services required in this RFP.

**7. Policies**

- a. State ticket refund policy. In the event of a cancellation, state where refunds can be obtained and the deadline for obtaining refunds by customer.
- b. State policy for lost ticket orders and tickets lost in the mail on phone orders or internet orders.
- c. State policy for communication with Fair.
- d. Add Exchange policy.

**8. Additional Features or Services**

Describe any other features or services the Offeror can provide that may be of benefit to the Fair. Such features or services may include electronic mail marketing programs, social media programs and promotional opportunities, Kiosks, or website services. These features will be awarded points based on desirable to the Fair.

**9. Cost Proposal**

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.	Ticketing System	150
2.	Scanning System	150
3.	Technical Support	100
4.	Training	100
5.	Technology	100
6.	Offeror Experience	150
7.	Policies	50
8.	Additional Features or Services	50
9.	Cost to Fair	150
	<b>SUB-TOTAL</b>	1000
11.	Oral Presentation (if any)	50
12.	New Mexico Preferences	
	<b>TOTAL</b>	1050

**B. Evaluation Criteria**

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

1. Ticketing System: Points will be awarded based on the capabilities of the ticketing system including but not limited to; high volume sales, pre-sales, with multiple discount codes, procedures if system fails, reporting and printing of tickets.
2. Scanning System: Points will be awarded based on the scanning system process and the hardware provided to Fair.
3. Technical Support: Points will be awarded on your technical support program, including on-site technical support.
4. Training: Points will be awarded based on the method and quality of training provided.
5. Technology: Points will be awarded based on measures and technologies employed to protect the security of online ticket purchases.
6. Offeror Experience: Points will be awarded upon experience based on similar projects and the skill and experience level of staff proposed.
7. Policies: Communication policy, Ticket refund policy and lost ticket policy will be evaluated based on desirability as compared to competing Offerors' proposals.
8. Additional Features or Services: Any other features or services that the Offeror may be able to provide to the Fair, at no additional cost, will be awarded points based upon the desirability to the Fair.
9. Cost: Cost to the Fair and to Fair's customers. The evaluation of each Offeror's cost proposal conducted using the following formula:

$$\text{Cost to Customers:} \quad \frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offeror's Cost}} \quad \frac{75 \text{ Possible Points}}{75} = \text{Award Points}$$

$$\text{Cost to Fair:} \quad \frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offeror's Cost}} \quad \frac{75 \text{ Possible Points}}{75} = \text{Award Points}$$

**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"**  
**NEW MEXICO STATE FAIR**  
**TICKET 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-five pages of text that include Appendices "A" through "G".

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on April 21, 2023. Only potential offerors who elect to return this form will receive copies of all offerors written questions and the Fair's written responses to those questions as well as RFP amendments, if any are issued. Response by fax or email 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 CODE: \_\_\_\_\_

PHONE \_\_\_\_\_

NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_  
(Please print)

TITLE \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

**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.

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

"System" means Contractor's computerized ticket and report generating system including, but not limited to, all appropriate hardware and software.

"Ticket Activity" means tickets sold, unsold, voided, exchanged, refunded, lost, and provided as complimentary.

**2. Scope of Work.**

The Contractor shall provide a turn-key ticketing solution including, but not limited to, furnishing ticket sales, accounting and support services, training of Fair's staff, and the use of a computer system including software, hardware and equipment for the New Mexico State Fair "Annual Event" and other events on the Fairgrounds as requested by the Fair. Tickets to be serviced include all admission, parking, rodeo and concert sales. The Fair retains the right to issue complimentary tickets. These services and equipment will include, but not be limited to, the following:

- A. Equipment as listed on page \_\_\_\_\_ of Proposal.
- B. Set-up dates will be determined by Fair.
- C. Ability to sell tickets from our website.
- D. The Fair's authorized personnel will have the following capabilities:
  - i. On-line access to all outlet venues for instantaneous seat availability/seat sold information, as well as sales figures. Information must be accessible by each separate

- event as well as by cumulative figures and will be available to Fair for any time period desired by the Fair, i.e., daily, weekly, monthly, year-to-date
- ii. Ability to place seats on hold and thus prevent them from being sold at any sales point. System must have security feature which will allow only the ticket manager or designated personnel to release such seats.
  - iii. Ability to print all audit and sales reports.
  - iv. Ability to provide customer history reporting.
  - v. Ability to make changes to our tickets prices and have them reflected immediately.
  - vi. Ability to void (“unsell”) a ticket sold from any sales point at Fair’s discretion, to reissue ticket, and to reconcile in report.
  - vii. Access to sales reconciliation data for each seller/shift. System will be able to reconcile each seller’s activity based on Ticket Activity. The system must be able to provide each seller with his/her own password. Such reconciliation will be in a format approved by Fair, and may be either a summary of sales activity or a detail of the activity by event, by payment type, or both.
- E. System will have capability to create unlimited types of promo codes in system to reflect discount coupons, complimentary tickets, or any similar type of price variance from established pricing for event. Audit reporting must break down data by voucher type.
- F. Contractor will provide a ticket manifest in the System which accounts for all seats in venue and also designates special seats such as handicapped and obstructed view.
- G. Required report:
- vi. Daily sales, as well as total sales to date, audit report by event, sales point and broken out by voucher and seat type.
- H. Provide a support line to assist any sales point with regard to technical questions or service repair. (State telephone number as proposed.) Contractor must have replacement equipment available for replacement within four hours of notification.
- I. Contractor will provide training for approximately 20 to 30 persons who will staff the ticket outlets located at Expo according to a work plan to be developed by Contractor and the Contract Administrator. The work plan will specifically identify each task, Fair and Contractor staff involved, and target dates.
- J. A disclaimer, mutually agreed upon by the Contractor and the Fair, must be printed on the back of the ticket stock.

3. **Additional Features or Services.**

Should the Fair desire and at no cost to the Fair, Contractor will provide any or all of the additional features or services which are described in its proposal.

4. **Payment Provisions.**

All payments to both parties under this Agreement are subject to the following provisions. The Fair or event promoter determines ticket price. Contractor's proposal reflects proposed service charge. Fair may require that the base ticket fee and all related ticket charges or fees, excluding handling and will call fees, appear as a single ticket price on the ticket face.

	Fees paid by <b><u>Customers</u></b>	
Concert/Rodeos Tickets	\$	Per ticket sold online or over the phone
Gate admission (Adult)	\$	Per ticket sold online or over the phone
Gate admission (Child & Senior)	\$	Per ticket sold online or over the phone
Mega Ride Pass (Carnival)	\$	Per ticket sold online or over the phone

	Fees paid by <b><u>FAIR</u></b>	
Gate admission (Adult)	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.
Gate admission (Child & Senior)	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.
Parking	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.

\*\* The Fair reserves the right to add a facility fee, gate admission, and/or convenience fees to all tickets sold. The fees may add to the service charge and will be paid by the patron at the time the ticket is purchased and reimbursed to the Fair at the time of the regular settlement.

A. Contractor will provide weekly settlements to the Fair.

B. Services required by this Agreement for which the Contractor has not identified costs will be borne at the Contractor's expense and will not be charged to Fair, including any event set-up charge.

C. The payment of taxes for any money received as payment for services rendered by Contractor 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) unless otherwise addressed in direct negotiations with private promoters.

## **5. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 6 (Termination), or paragraph 31 (Appropriations). The Fair reserves the option of renewing the contract for a maximum of three additional one year periods, or any combination of years and/or months not to exceed a total of four years, subject to written concurrence by the Contractor and Fair

## **6. Termination.**

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

B. Notice; Fair Opportunity to Cure.

1. Except as otherwise provided in Paragraph (6)(B)(3), the Fair shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Fair written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Fair's material breaches of this Agreement upon which the termination is based and (ii) state what the Fair must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Fair does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Fair does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Fair; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 31, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Fair's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE FAIR'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

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.

**7. 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.

**8. Contract Administrator.**

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

**9. 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.

**10. 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 ticketing services or other related services may be allowed to do so at the sole discretion of the Fair

**11. 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.

### **12. Regulation Compliance.**

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

### **13. Records and 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.

### **14. Use of Fair's Communications Contractor.**

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

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

C. 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 \$120.00 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.

### **15. 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.



**16. Photography and Publicity Rights.**

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

**17. Penalties for Violation of law.**

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

**18. Incorporation by reference and Precedence.**

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

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

**19. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Fair. The Fair, as a state agency, is subject to the Inspection of Public Records Act.

**20. Status of Contractor.**

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

**21. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Fair. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Fair.

**22. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Fair.

**23. Corporate Structure.**

If the controlling interest in Contractor's company is sold, transferred, or assigned (by merger or otherwise) to a third party, or the current principals of Contractor, for any reason, cease to be active in the management and operation of Contractor's company at any time during the term of this Agreement, Contractor shall notify Fair of the change and Fair reserves the right to terminate this Agreement as provided in paragraph 6, "Termination".

**24. Limited Liability**

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

**25. Force Majeure**

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

**26. Indemnification**

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

**27. Equal Opportunity Compliance.**

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

**28. Workers' Compensation.**

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

**29. Conflict of Interest.**

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

**30. Applicable Law.**

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

**31. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and funds generated by the New Mexico State Fair for the performance of this Agreement. If sufficient funds are not available, this Agreement shall terminate immediately upon written notice being given by the Fair to the Contractor. The Fair's decision as to whether sufficient funds are available shall be accepted by the Contractor and shall be final. If the Fair proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within ten (30) days of receipt of the proposed amendment.

**32. Release.**

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Fair, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**33. Amendment.**

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

B. If the Fair proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 15 herein, or to agree to the reduced funding

**34. 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.

**35. 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.

**36. 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.

**37. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To the Fair:**

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

**To the Contractor:**

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

**38. Signature Binding.**

If either of the parties is other than a natural person, the individual(s) signing this Agreement on behalf of the parties do hereby represent and warrant that the undersigned parties have the right

and authority to execute this Agreement on behalf of the Contractor and the New Mexico State Fair, and to fully perform the obligations contained herein. A signature sent via facsimile or electronically shall have the same legal effect as if the original has been signed in person.

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

CONTRACTOR

\_\_\_\_\_  
**XXXXXXXXXXXXXXXXXX**

Date: \_\_\_\_\_

NEW MEXICO STATE FAIR

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Joseph Holloway, Esq. Deputy Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Bill Nordin, Chief Financial Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Dan Mourning, General Manager

Date: \_\_\_\_\_

**APPENDIX "C"**  
**COST PROPOSAL FORM**

FIRM: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ Email: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE \_\_\_\_\_  
(Please print)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

The Offeror listed above submits the following costs to provide ticket services to the New Mexico State Fair as outlined in the request for proposals.

**Ticket Fees should include all necessary equipment (all hardware, software, terminals, computers, e-ticket units, handheld scanners, ticket printers, credit card scanners), ticket stock, support and training to operate the system.**

	Fees paid by <b><u>Customers</u></b>	
Concert/Rodeos Tickets	\$	Per ticket sold online or over the phone
Gate admission (Adult)	\$	Per ticket sold online or over the phone
Gate admission (Child & Senior)	\$	Per ticket sold online or over the phone
Mega Ride Pass (carnival advance sales only)	\$	Per ticket sold online or over the phone

	Fees paid by <b><u>FAIR</u></b>	
Gate admission (Adult)	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.
Gate admission (Child & Senior)	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.
Parking	\$	Per ticket sold <b><u>onsite</u></b> at the New Mexico State Fair.

**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: <span style="border-bottom: 1px solid black;"></span>
REPRESENTED BY:		TITLE <span style="border-bottom: 1px solid black;"></span>
	(Please print)	
SIGNATURE:		DATE: <span style="border-bottom: 1px solid black;"></span>

**PART A:**

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

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

**PART B:**

**If no, complete the following:**

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

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

*(Appendix "E" continued on next page)*

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

with which the Offeror disagrees.)

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

**PART C:**

**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 \_\_\_\_\_:

I propose the following alternative language for paragraph number \_\_\_\_\_:

## APPENDIX “F”

### **ANTICIPATED ORDER FOR THE 2023 NEW MEXICO STATE FAIR**

Fair Concert/Rodeo Tickets (Paid): 25,000  
Fair Concert/Rodeo Tickers (Comp):12,500  
Fair Admission (Paid): 340,000  
Fair Admission (Comp) 125,000  
35 Point of Sale Stations  
7 Points of Entry

Bidder shall provide all necessary equipment (all hardware, software, terminals, computers, e-ticket units, handheld scanners, ticket printers, credit card scanners), ticket stock, support and training and to operate the system.

## APPENDIX “G”

### 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