

**REQUEST FOR PROPOSALS**  
**FOR**  
**STAGE LABOR SERVICES**  
**AT**  
**EXPO NEW MEXICO**  
**RFP# 21-003**

STATE OF NEW MEXICO  
NEW MEXICO STATE FAIR

PREPARED BY:

NEW MEXICO STATE FAIR  
ISSUE DATE: JUNE 10, 2021

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**LIQUOR SERVICES**  
**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 stage labor, stagehand and related services at Tingley Coliseum at Expo New Mexico. 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 stage labor services contractor for the term of the contract.

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

The scope of work shall consist of providing stage labor services in Tingley Coliseum during the Annual Event and Interim Events in Tingley and at any other locations within the Fairgrounds when requested 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, 2022. The Fair reserves the option of renewing the contract for three additional one-year periods, at the same terms and conditions contained herein, subject to written concurrence by the Contractor and the Fair.

### **C. Procurement Manager**

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

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

All deliveries via express carrier should be addressed as follows:

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

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

**“Contractor”** means successful offeror awarded the contract.

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

**“Fairgrounds”** means the 236 acres owned and operated by the New Mexico State Fair which is shown on Appendix “H”.

**“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**

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

The 2019 Annual Event had an attendance of approximately 472,000. The 2021 eleven-day Annual Event will be held September 9th through September 19<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.

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

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 is and will remain 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	6/10/2021
2.	Pre-proposal conference (if any)	Fair, Potential Offerors	6/22/2021 10:00 AM
3.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
4.	Deadline to submit additional questions	Potential Offerors	6/25/2021 2:00 PM
5.	Response to written questions/RFP amendments	Fair	6/29/2021
6.	Submission of proposal	Offeror	7/13/2021 2:00 PM
7.	Proposal evaluation	Evaluation Committee	
8.	Selection of Finalists	Evaluation Committee	
9.	Best and Final Offers from finalists	Offeror	
10.	Oral presentation by finalists (if any)	Offeror	
11.	Contract finalization	Fair, Offeror	3 business days
12.	Contract award	Fair Management	
13.	Protest deadline	Offeror	15 calendar days after knowledge of facts or occurrences giving rise to the protest

## **B. Explanation of Events**

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

### **1. Issue of RFP**

This RFP is being issued by the Fair.

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

### **2. Pre-Proposal Conference**

A pre-proposal conference and site tour will be held on June 22, 2021 at 10:00 AM at the Lujan C Building located on the New Mexico State Fairgrounds. 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 hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (see Appendix "A") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the date stated on the form.

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

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and in such case, the potential 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 Friday, June 25, 2021. 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 TUESDAY, JULY 13, 2021.** 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 "Stage Labor 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 that 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 & Finalization

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

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

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

13. Protest Deadline

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

**C. General Requirements**

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

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 to an offeror both a resident business preference and a resident veteran business preference.

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. Number of Responses

Offerors shall submit only one proposal.

#### B. Number of Copies

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

#### C. Proposal Format

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

##### 1. Proposal organization

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

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

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. **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.
- 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 44, 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 paragraphs 15 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. If requested by Fair, Contractor may also be required to provide 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. Campaign Contribution Disclosure Form**

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

## **B. Other Specifications**

### **1. Qualifications of all Classifications of Stage Labor Personnel**

Offeror shall describe in detail the qualifications of stage labor personnel it intends to provide for stage labor services. Using the form provided Appendix in "F", include craft training, certification and licensing information, as applicable. Include copies of certifications and licensing.

### **2. Pre-Employment Screening**

Offeror shall describe in detail the hiring process for employment with the organization. Please provide detailed information on how background checks are performed.

### **3. Employee Handbook**

Offerors shall provide an employee handbook that will explain the company policy on Dress Code for each type of job position, Employee Identification Program, Drug and Alcohol policy, and code of conduct.

### **4. Accounting Procedures**

Offerors should provide a detailed description of its Accounting procedures as they pertain to invoice format, supporting back up documents (such as employee time sheets, equipment rental) and any other applicable items that may be charged to the Fair.

### **5. Qualifications and Competence of Firm**

- A. Explain the Offerors qualifications and competence for the projects contemplated in its proposal.
- B. Describe firm's capacity to perform within Fair's time limitations, such as, how Offeror will accommodate the Fair's needs with regard to such items as fast turn-arounds for large shows and multi-day events.
- C. Describe Offerors capacity to perform at Expo's Events when the Offeror has multiple events scheduled simultaneously.

### **6. References**

- A. Company references. Offerors shall submit with their proposal two (2) written reference statements identifying the quantity, quality, substance and the dates services were provided. The reference statements shall identify the company employing Offeror and the primary person or people to whom Offeror reported and contact information for each such person.
- B. Staff references. Offerors must submit with their proposal two (2) written reference statements for each proposed key staff member showing work for previous clients, other than the Fair, who have received similar services to those proposed by the Offeror for this RFP. Key personnel are defined as all individuals who will be in direct contact with Fair staff. The references shall identify the company employing Offeror and the primary person or people to whom Offeror reported and contact information for

each such person.

**All references shall be for services provided within the last five (5) years**

7. Contractor's Equipment Costs (no cost to fair)

The Contractor shall provide common hand tools and similar equipment necessary to carry out its responsibilities, at no additional cost to the Fair. The Contractor will be responsible for observing all applicable fire codes and regulations and providing equipment that meets such codes and regulations at no additional cost to the Fair.

8. Contractor's Equipment Costs (itemized cost to Fair)

During the Fair's Annual Event and the Interim Events, Contractor shall also have available the Equipment List provided in Appendix "G" of the RFP. Offeror shall complete the cost it would charge for listed equipment at both a daily cost and weekly cost. Prices given shall be for the term of the Agreement including all one year extensions of the Agreement.

9. Cost Proposal

- A. Offeror shall propose flat hourly, performance or daily rates as shown in the Cost Proposal that will be charged to the Fair for each category of worker (e.g., stagehand, electrician, rigger, etc.) who will provide services for shows/events in Tingley Coliseum or Fair's Events as requested by Fair. The hourly rates, performance rates and daily rates shall apply regardless of the number of hours per event. No overtime or other hourly rates shall apply.
- B. Offeror shall submit prices for each of the four (4) years of the Agreement.

**V. EVALUATION**

**A. Evaluation Point Summary**

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

SPECIFICATION	AVAILABLE
1. Qualifications of all Classifications of Stage Labor Personnel	100
2. Pre-Employment Screening	50
3. Employee Handbook	50
4. Accounting Procedures	50
5. Qualifications and Competence of Firm	100
6. References	100
7. Contractors Equipment Costs (itemized to fair)	50
8. Cost Proposal	500
<b>SUB-TOTAL</b>	<b>1000</b>
9. Oral Presentation (if any)	50
<b>TOTAL</b>	<b>1050</b>
10. New Mexico Preference- Resident Vendor Points	
11. New Mexico Preference – Resident Veterans Points	

**B. Evaluation Criteria**

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

1. Qualification of all classifications of stage labor personnel: Points will be awarded based upon breadth of engineer and technician training, experience, and knowledge as determined by references, certificates of training, completion from accredited entities, and information provided in the offerors proposal, including the “Craft Training, Certifications, and Licensing” form found in Appendix “F”. Qualifications of all other stage labor personnel will also be considered.
2. Pre-Employment Screening. Points will be awarded based on the strength and completeness of the screening process.
3. Employee Handbook. Points will be awarded based on the strength and completeness of the handbook.
4. Accounting Procedures. Points will be awarded based on the Fair’s overall assessment of the Accounting Procedures.
5. Qualifications and Competence of Firm. Points will be awarded based on quality of service, experience, record of safety, and perceived capacity and capability of the business to perform the work, including any specialized services, within the Fair’s time limitations. This will be determined by quality of references and other information given in the offerors proposal. The Fair may also make investigations on its own.
6. References. Points will be awarded based upon an evaluation of offerors corporate and proposed staff experience based on similar projects, the skill and experience

level of staff proposed, and the offerors proposed method of administering and executing the requirements of this RFP. Consideration will be given to client satisfaction including quality and timeliness of work performed for previous clients. The Fair may or may not contact references provided.

7. Contractor's Equipment Costs (Itemized cost to Fair). The evaluation of each offerors equipment cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offerors Cost}} \quad \text{X } 50 = \text{Award Points}$$

8. Cost to Fair (cost proposal). The evaluation of each offerors cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offerors Cost}} \quad \text{X } 500 = \text{Award Points}$$

9. Oral Presentations: Finalists may be invited to make oral presentations. If invited, the Offerors will present their proposals.
10. New Mexico Preferences: Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

**A. New Mexico Business Preference**

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

**B. New Mexico Resident Veterans Business Preference**

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

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

**C. Evaluation Process**

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible offerors with the highest scores will be

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

**APPENDIX "A"**  
**REQUEST FOR PROPOSALS**  
**NEW MEXICO STATE FAIR**  
**STAGE LABOR SERVICES RFP**

**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, fifty (50) pages of text that include Appendices A through J.

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on June 22, 2021. 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 CODE: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

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

REPRESENTED

BY: \_\_\_\_\_

(Please print)

TITLE \_\_\_\_\_

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

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

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

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

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

**1. Definitions.**

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

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

"Fairgrounds" means the approximately 238 acres of the State Fair located between Louisiana Blvd. and San Pedro and between Central Ave. and Lomas Blvd. in Albuquerque, New Mexico.

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

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

"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 to the Fair the following positions for the Annual Event and Interim Events in Tingley Coliseum and at any other location within the fairgrounds when requested by Fair:

- i. Loaders. Loaders will unload equipment from trucks, remove it and reload



trucks for departure. Loaders may pack band gear, lighting, sound and power equipment that has been dismantled by riggers or other appropriate crew members. The number of Loaders will vary with the demands of each show/event.

- ii. Forklift Operators. Forklift Operators will be appropriately trained and certified and will operate all equipment in a safe and responsible manner.
- iii. Riggers. Riggers will install all steel (cables, shackles, bridles and chain motors) per show/event, depending on weight requirements listed in lighting, sound and rigging truss specifications, in preparation for show. Riggers will also dismantle all steel (cables, shackles, bridles and chain motors) after each show/event. Rigging installations shall not exceed building weight restrictions. The number of Riggers will vary with the demands of each show/event. All safety equipment and accessories including harnesses, will be provided by Contractor.
- iv. Stagehands. Stagehands will set up and tear down equipment before and after all appropriate shows/events. Stagehands will also set up necessary equipment for performers in between sets and fine-tune lighting, sound, or any other appropriate part of shows performed on the Fairgrounds. Stagehands may pack band gear, lighting, sound and power equipment that has been dismantled by riggers or other appropriate crew members. The number of stagehands will vary with demands of each show/event.
- v. Electricians. Electricians will handle the electrical needs for each show/event including, but not limited to: hookup/disconnection of lighting systems, sound systems, motor power, busses and stand-by during show/event in case of electrical problem. Fair requires licensed, bonded, electricians with EE-98 licenses and journeyman electricians with EE-98J licenses for shows/events. Contractor will provide documentation of bonds, license and proof of electricians' status. The number of Electricians will vary for each show/event.
- vi. Spotlight Operator. Spotlight Operators will maintain and operate spotlights during show/events. Spotlight operators will report to lighting director ½ hour prior to, or as requested by Fair, each show/event for instructions and will be released immediately after show/event. Number of Spotlight Operators will vary with demands of each show/event.
- vii. House Lights Operator. House Lights Operator will control and monitor all house lights before, during and after shows/events. House light operator will report to lighting director ½ hour prior to, or as requested by Fair, each show/event for instructions and will be released immediately after show/event. Only one house light operator is required by Fair for each show/event.

viii. Runners. Runners will obtain items required by performer and technical crew for each show/event. Number of runners will vary with demands of each show/event, or as requested by Fair.

ix. Supervisor. Supervisor will monitor the work of all individuals working on shows/events. Supervisor will coordinate with road crews in order to organize timetables and special instructions for each show/event. Duties include, but are not limited to: coordination of stage set up and tear down before and after show/event, meeting safety requirements for workers and equipment, technical operation of equipment before, during and after show/event, meal breaks, time cards, accident reports, and any other necessary duties.

B. For certain shows/events and at the request of the Fair, Contractor will be required to provide certain equipment such as chain motors and generators.

C. Contractor will be expected to design and handle technical elements of show production for shows/events in Tingley Coliseum and other Fairground venues as approved by Fair Manager or his/her designee.

D. Employees of Contractor will not cause any damage to Fair's buildings or equipment. Any damage caused by Contractor or its employees to Fair's buildings or equipment will be at Contractor's expense.

E. Contractor shall be solely responsible for inspecting its set up of the stage and all related equipment thereto assembled or installed by Contractor prior to the beginning of the event and certifying that all safety measures have been taken and all building code requirements have been met.

### **3. Dress Code.**

Appropriate dress will be required at all times while on duty. Employees of Contractor will abide by the dress code as proposed by Contractor in its proposal.

### **4. Contractors Equipment (Insert Data from Proposal Here).**

The Contractor shall provide, at no additional cost to the Fair, common hand tools and similar equipment necessary to carry out its responsibilities. Contractor will be responsible for observing all applicable fire codes and safety regulations. All equipment and materials provided by Contractor shall meet all applicable fire codes and safety regulations.

The Fair owns and may provide stage and related equipment which shall be used during events. However in the event that additional equipment or staging is needed for an event, contractor shall have available during the Fair's Interim Events and the Annual Event, at the costs listed below:

	Equipment	Daily Cost	Weekly Cost
1.	120 sections of Wenger Staging (per section)		
2.	8 sets of steps; 32" and 60" (per unit)		
3.	300 feet of 8-foot high black pipe and drape (per foot)		
4.	600 feet of 8-foot high blue pipe and drape (per foot)		
5.	300 feet of 3-foot side rail (per foot)		
6.	80 feet of 16-foot high black back wall (per foot)		
7.	One 40 x 20 blue back wall (per unit)		
8.	400 feet of black stage skirting (per foot)		
9.	One 40 x 20 black back wall (per unit)		
10.	Two 20 foot high 5 x 7 scaffolding decks (per unit)		
11.	Two 2 x 4 hand-held boxing ring camera platforms (per unit)		
12.	Four sets of furniture (per set)		
13.	Two 24-foot Chevy box truck with ramps and lift gates (per truck)		
14.	One 20-foot box truck		
15.	One 16-foot flat bed trailer with rails		
16.	Four 8 x 8 rolling 12/24-inch risers (per unit)		
17.	40 4 x 8 adjustable risers (per section)		
18.	ADA approved wheelchair ramps (per unit)		
19.	ADA approved concert platforms 20 x 24 (per unit)		
20.	300 feet of cable mats		
21.	100 feet free standing barricade, mojo or equal		
22.	60'X48' stage w/ 20'x 39' mix (3 week rental)		

**5. Fair's Duties and Responsibilities.**

- A. The Fair will make every effort possible to provide the Contractor a minimum of five (5) business days notice prior to any scheduled event that will require stage labor services and/or equipment. Contractor's services will be paid for by the Fair, not by the lessee.
- B. The Fair will provide forklifts. Contractor shall operate forklifts only with its employees who are certified forklift operators.

**6. Fair Owned Equipment.**

Any Fair-owned equipment or supplies utilized by the Contractor and damaged or not returned to the Fair, will be charged to the Contractor by the Fair at the Fair's repair or replacement cost. Payment shall be made by Contractor to Fair within thirty (30) days of the date of the invoice submitted by the Fair for such repair or replacement cost.

**7. Equipment Obtained by Contractor at the Fair's Request.**

The cost of any purchased or rental equipment including staging not listed in paragraph four (4) of this Agreement that is specifically requested in writing by the Fair for the Fair's use will be reimbursed at cost to the Contractor. Any purchased equipment will become property of the Fair.

**8. Exclusive and Non Exclusive Rights.**

While it is the intent of the Fair to use Contractor's services when practicable, the 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 stage labor services may be allowed to do so.

Contractor shall have the exclusive right to provide the services and equipment required under this Agreement for the Annual Event and for any; interim events where the State Fair is the sole promoter and sponsor of the event.

**9. Consideration.**

- A. The Fair shall pay to the Contractor in full payment for services rendered according to the cost proposal forms attached hereto. Separate cost proposals are attached for the following should the Agreement be renewed in the subsequent option years.

- Year 1: 2021/2022
- Year 2: 2022/2023
- Year 3: 2023/2024
- Year 4: 2024/2025

The hourly rates, performance rates and daily rates shall apply regardless of the number of hours per event. No overtime or other hourly rates shall apply.

- B. 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.
- C. The Fair shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder, signed and certified by Contractor to be complete and correct. Upon certification by the Fair that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance.

**10. Invoice Format.**

The Contractor must provide an invoice to the Fair for payment of services. Invoices must be submitted prior to event settlement or as requested by Fair. The invoice format must include, but is not limited to, the following:

- A. Signature of business manager or supervisor verifying time worked
- B. Hours worked by individual worker
- C. Title or position of each worker, e.g., stagehand, electrician, rigger, etc.
- D. Hourly rate per worker to be charged to Fair
- E. Sign-in sheets for all workers
- F. Itemized statement of equipment listed in paragraph four (4) of this Agreement that was provided.
- G. Invoice total

## **11. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 12 (Termination), or paragraph 36 (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.

## **12. 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 (12)(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 the Contractor is in material breach of this Agreement; (iii) if the Contractor engages in Conduct Harmful to Fair, as described in Paragraph 13; or (iv) if the Agreement is terminated pursuant to Paragraph 36 (Appropriations).

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.

**13. 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.

**14. Contract Administrator.**

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

**15. Insurance.**

A. The Contractor shall procure and maintain policies of insurance of commercial general liability insurance and vehicle liability insurance for all vehicles used in its operation at the Fair, as further described below. All such policies of insurance shall have liability limits in amounts not less than five million dollars (\$5,000,000.00) single limit liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for premises (if applicable), operations, and the Contractor's contractual liability to the Fair hereunder. Contractual liability coverage shall specifically insure the Indemnification provision of this Agreement. The insurance policies shall contain "products" and "completed operations" coverage (if applicable) and shall not be written on a "claims made" form. The insurance policies shall include coverage for all use of, activities on, or operations with respect to Fair premises, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work. 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. Increased Limits. If, during the term of this Agreement, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, §§ 41-4-1 through 41-4-27) to an amount greater than \$5,000,000, the Fair may require Contractor to increase the limits of any insurance required herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

C. Contractor's insurance carrier must be admitted to do business in the State of

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

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

E. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Contractor shall procure and maintain during the term of this Agreement complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under NMSA 1978, § 52-1-10 for safety devices. With respect to Workers' Compensation Insurance, if the Contractor elects to be self-insured, the Contractor shall comply with the applicable requirements of law. The Contractor hereby covenants and agrees that the Fair, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this paragraph and that the Indemnification provision of this Agreement shall apply to this paragraph. It is expressly agreed that the employees of Contractor are not Fair employees for any purpose.

F. If requested by Fair, Contractor may also be required to provide a performance bond in the amount of \$100,000.00.

**16. Contractor's Property.**

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

**17. Parking Rights.**

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

**18. 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.

**19. 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.

**20. Product of Service: Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Fair 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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. Subcontracting consists of:

**27. 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.

**28. 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 14, "Termination".

**29. 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.

**30. Force Majeure.**

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

**31. Indemnification.**

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. Pay Equity.**

Contractor shall complete the pay equity forms as required by the General Services Department. The pay equity forms are provided at

<http://www.generalservices.state.nm.us/statepurchasing>.

**39. Amendment.**

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

**40. 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.

**41. 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.

**42. 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.

**43. 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

**44. 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: \_\_\_\_\_  
Joseph Holloway, Esq., Deputy Manager

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Dan Mourning, General Manager

**APPENDIX "C"**  
**COST PROPOSAL FORM**  
**2021 STAGEHAND SERVICES**

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

REPRESENTED BY: \_\_\_\_\_

(Please print)

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

TITLE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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):

2021/2022                      2022/2023                      2023/2024                      2024/2025

**If Offeror is proposing different prices for each year, duplicate this form and fill out one cost proposal form for each year.**

Do not include gross receipts taxes in proposed prices.

The offeror listed above submits the following costs to provide stagehand and related services to the New Mexico State Fair as outlined in the request for proposals.

ALL RATES LISTED BELOW MUST INCLUDE ADMINISTRATIVE COSTS, i.e., FEDERAL UNEMPLOYMENT TAX, STATE UNEMPLOYMENT, FICA (EMPLOYER PORTION), WORKERS' COMPENSATION, AND OTHER OVERHEAD COSTS. GROSS RECEIPTS TAX MAY BE ADDED TO EACH INVOICE TOTAL.

**PROPOSALS THAT LEAVE ANY OF THE RATES BLANK SHALL BE DEEMED NON-RESPONSIVE AND THE OFFEROR SHALL NOT BE ALLOWED TO RECEIVE AN AWARD FOR THIS AGREEMENT.**

**Fill this form out for each year of the four year period of the agreement.**

**EACH CATEGORY BELOW MUST LIST A RATE.**  
**LEAVE NO BLANKS.**

		RATES PER HOUR
1.	Supervisors	\$ _____
2.	High Riggers	\$ _____
3.	Ground Riggers	\$ _____
4.	Electrician (EE98 license)	\$ _____

- 5. Journeyman Electrician (EE-98J license) \$ \_\_\_\_\_
- 6. Fork Lift Operator \$ \_\_\_\_\_
- 7. Loaders \$ \_\_\_\_\_
- 8. Stagehand \$ \_\_\_\_\_

RATES PER PERFORMANCE

- 1. Supervisors \$ \_\_\_\_\_
- 2. Journeyman Electrician (EE-98J license) \$ \_\_\_\_\_
- 3. Ground Riggers \$ \_\_\_\_\_
- 4. House Lights \$ \_\_\_\_\_
- 5. Spot Operator \$ \_\_\_\_\_
- 6. Stagehand \$ \_\_\_\_\_

RATE PER DAY

- 1. Runner \$ \_\_\_\_\_

For the purpose of scoring the cost proposals, the average hourly Costs for each type of position (cost is the hourly rate proposed averaged over the number of years of the Agreement) will be evaluated based on 4 hours of service for hourly positions and one “performance” or “day” for those positions that are per performance or per day. The calculations will be based on the worksheet on the next page. The evaluation of each offerors cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offerors Cost X 500}} = \text{Award Points}$$

**THIS IS A SAMPLE OF THE SCORING SHEET THAT WILL BE USED BY THE EVALUATION COMMITTEE....DO NOT FILL IN ANY OF THE BLANKS ON THIS PAGE!**

<u>Load In/Out Hourly Positions</u>	<u>Number of Employees</u>	<u>Average Hourly Rate</u>	<u>Times (x) 4 hours</u>
Supervisor	1	\$ _____	\$ _____
High Riggers	6	\$ _____	\$ _____
Ground Riggers	2	\$ _____	\$ _____
Electrician (EE98)	1	\$ _____	\$ _____
Journeyman (EE-98J)	1	\$ _____	\$ _____
Fork Lift Operator	1	\$ _____	\$ _____
Loaders	4	\$ _____	\$ _____
Stage Hand	20	\$ _____	\$ _____

<u>Performance Positions</u>	<u>Number of Employees</u>	<u>Average Performance Rate</u>	<u>Times (x) 1</u>
Supervisor	1	\$ _____	\$ _____
Electrician (EE998)	1	\$ _____	\$ _____
Ground Riggers	1	\$ _____	\$ _____
House Lights	1	\$ _____	\$ _____
Spot Operator	4	\$ _____	\$ _____
Stagehand	1	\$ _____	\$ _____
Runner (daily rate)	2	\$ _____	\$ _____
<b>TOTAL COST</b>			\$ _____



**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 44 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. |     |     |     |     |

*(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. |     |     |     |     |

**PART C:**

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

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

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

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

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

**APPENDIX "F"**  
**CRAFT TRAINING, CERTIFICATIONS, AND LICENSING**  
**SUBMIT THIS FORM WITH YOUR PROPOSAL**

**Supervisors**

**Riggers**

-must have certificate of formal training and/or statement of experience

**Electrician (EE-98 license)**

CID License # \_\_\_\_\_

Journeyman License # \_\_\_\_\_

**Journeyman Electricians (EE-98J license)**

-include Journeyman's License # as applicable

\_\_\_\_\_

**Forklift Operators**

-must have certificate of formal training and/or statement of experience.

**Loaders and Stagehands**

**Spot Operators**

Attach copies of certifications and licensing.  
Attach separate sheet if additional space is needed.

**APPENDIX “G”**  
**EQUIPMENT COSTS**

The Contractor will be expected to provide, at no additional cost to the Fair, common hand tools and similar equipment necessary to carry out its responsibilities. During the Fair’s Interim and Annual Events, Contractor will also have available the following equipment. Please propose a daily and weekly cost that Contractor would charge to Fair for the following equipment:

	Equipment	Daily Cost	Weekly Cost
1.	120 sections of Wenger Staging (per section)		
2.	8 sets of steps; 32” and 60” (per unit)		
3.	300 feet of 8-foot high black pipe and drape (per foot)		
4.	600 feet of 8-foot high blue pipe and drape (per foot)		
5.	300 feet of 3-foot side rail (per foot)		
6.	80 feet of 16-foot high black back wall (per foot)		
7.	One 40 x 20 blue back wall (per unit)		
8.	400 feet of black stage skirting (per foot)		
9.	One 40 x 20 black back wall (per unit)		
10.	Two 20 foot high 5 x 7 scaffolding decks (per unit)		
11.	Two 2 x 4 hand-held boxing ring camera platforms (per unit)		
12.	Four sets of furniture (per set)		
13.	Two 24-foot box truck with ramps and lift gates (per truck)		
14.	One 20-foot Chevy box truck		
15.	One 16-foot flat bed trailer with rails		
16.	Four 8 x 8 rolling 12/24-inch risers (per unit)		
17.	40 4 x 8 adjustable risers (per section)		
18.	ADA approved wheelchair ramps (per unit)		
19.	ADA approved concert platforms 20 x 24 (per unit)		
20.	300 feet of cable mats		
21.	100 feet free standing barricade, mojo or equal		
22.	60’X48’ stage w/ 20’x 39’ mix (3 week rental)		

**APPENDIX "H"**



## APPENDIX “I”

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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



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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

**(Attach extra pages if necessary)**

\_\_\_\_\_  
Signature Title (Position)

\_\_\_\_\_  
Date

**—OR—**

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

\_\_\_\_\_  
Signature Title (Position)

\_\_\_\_\_  
Date

**APPENDIX “J”**

New Mexico Preference Resident Veterans Certification

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

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_

(Signature of Business Representative)\* (Date)

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