

REQUEST FOR PROPOSALS
FOR
SOFT DRINK & BOTTLED WATER SPONSORSHIP
AT
EXPO NEW MEXICO

STATE OF NEW MEXICO
NEW MEXICO STATE FAIR

PREPARED BY:
NEW MEXICO STATE FAIR
ISSUE DATE: JULY 8, 2016

TABLE OF CONTENTS
SOFT DRINK AND BOTTLED WATER SPONSORSHIP
REQUEST FOR PROPOSALS

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

23. Electronic Mail Address Required.....	15
24. Use of Electronic Versions of this RFP.....	15
25. New Mexico Preferences.....	15
III. RESPONSE FORMAT AND ORGANIZATION.....	16
A. Number of Responses.....	16
B. Number of Copies.....	16
C. Proposal Format.....	16
1. Proposal Organization.....	16
2. Letter of Transmittal.....	16
IV. SPECIFICATIONS.....	18
A. Mandatory Specifications.....	18
1. Contract Terms and Conditions.....	18
2. Market Share.....	18
3. Campaign Contribution Disclosure Form.....	18
B. Other Specifications.....	19
1. Experience with Similar Activities.....	19
2. Relationship with Corporate Headquarters.....	19
3. Cost to Fair’s Concessionaires.....	19
4. Sponsorship.....	19
5. Service and Staffing.....	19
6. On-site Promotional Considerations for Use by Fair	19
7. Promotional Items and Advertising Benefits	20
V. EVALUATION.....	21
A. Evaluation Point Summary.....	21
B. Evaluation Criteria.....	22
C. Evaluation Process.....	23
APPENDICES:	
A. Acknowledgement of Receipt Form	
B. Contract Terms and Conditions	
C. Cost Proposal Form	
D. Response Form to “Letter of Transmittal”	
E. Response Form to Mandatory Specification “Contract Terms and Conditions”	
F. New Mexico Preference-Resident Veterans Preference	
G. Campaign Contribution Form	
H. 2015 Schedule of Events	

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 on-grounds carbonated soft drink products, bottled drinking water, isotonic sports drinks, ready-to-drink teas, and energy drinks ("Products"), cups, lids, and support services. As further described below, after taking into consideration the evaluation factors set forth in the Request for Proposals, at the end of the evaluation process the responsible offeror whose proposal is found to be the most advantageous to the Fair will be selected for contract award. At that point, it is anticipated the Fair will enter into a sponsorship agreement with the selected offeror who shall perform in the capacity of purveyor of Products for the term of the contract.

B. Summary of Scope of Work and Term

The Sponsor shall provide to the Fair, products, cups and necessary support services and equipment on a year-round basis that will provide mutual economic benefits to the Sponsor, the Fair and its contracted concessionaires, while providing value to the Fair's patrons. Economic benefits include, but are not limited to, financial payments to the Fair, national product pricing to the Fair's concessionaires, direct promotional assistance for the New Mexico State Fair Annual Event and other selected events, indirect promotional assistance through corporate business partners and clients for the Annual Event, cooperation with Interim Event promoters. A detailed scope of services, which is subject to regulatory oversight, may be found in Appendix "B", "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, 2017. The Fair reserves the option of renewing the contract for two additional one-year periods, at the same terms and conditions contained herein, subject to written concurrence by the Sponsor and the Fair.

C. Procurement Manager

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

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

All deliveries via express carrier should be addressed as follows:

Antoinette Kulinna

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

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

D. Definition of Terminology

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

“Bottled Drinking Water” or “Water” is purified water, with or without added mineral content, and with or without added flavor, but without added sweetening or carbonation. Bottled water does not include carbonated soft drinks, isotonic Sport Drinks, fruit juices, milk or dairy products, or any alcoholic beverages.

“Carbonated Soft Drink” is defined pursuant to the National Soft Drink Association.

“Concessionaire, Contractor or Sponsor” means successful offeror awarded the contract.

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

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

“Isotonic Sports Drink” or “Sports Drink” is a beverage fortified with sodium and potassium other than that contained in any constituent fruit juices, and designed to replace electrolyte loss. Sports Drink does not include natural fruit juice, carbonated soft drinks, bottled drinking water, milk or dairy products, or alcoholic beverages.

“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.

"Products" means carbonated soft drink products, bottled drinking water, isotonic sports drinks, ready-to-drink teas and energy drinks.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material aspects of a request for proposals include, but are not limited to, quality, quantity, or delivery requirements.

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

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

E. Background Information

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

The 2015 Annual Event had an attendance of approximately 460,000. The 2016 Annual Event will be held September 8th through September 18th.

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, in 2015 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 for more information regarding the Fair, interim events, and the Flea Market.

F. Concession Outlets

1. One (1) liquor concessionaire. The liquor concessionaire has a non-exclusive contract and serves liquor and soft drinks year-round at selected events on the Fairgrounds.
2. Fifteen (15) year-round food and beverage concessionaires. Six (6) of these service Tingley Coliseum, four (4) in Lujan Exhibit Complex, and five (5) in flea market. This is subject to change.
3. In addition to the concessions listed above, the Fair contracts with approximately eighty five (85) food and beverage concessionaires during the Annual Event.
4. The Fair's carnival concessionaire provides approximately twelve (12) food and beverage concessionaires during the Annual Event. The carnival contractor is not permitted to use vending machines.
5. **The Fair and its concessionaires prefer the option of fountain drinks.**

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. Sequence of Events

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

	ACTION	RESPONSIBILITY	DATE (if known)
1.	Issue of RFP	Fair	7/8/16
2.	Pre-proposal conference (if any)	Fair, Potential Offerors	None scheduled at this time.
3.	Distribution List Response	Potential Offerors	Date shown on Acknowledgement of Receipt Form
4.	Deadline to submit additional questions	Potential Offerors	7/19/16 2:00 PM
5.	Response to written questions/RFP amendments	Fair	7/22/2016
6.	Submission of proposal	Offeror	8/8/2016 2:00 PM
7.	Proposal evaluation	Evaluation Committee	
8.	Selection of Finalists	Evaluation Committee	
9.	Best and Final Offers from finalists	Offeror	
10.	Oral presentation by finalists (if any)	Offeror	
11.	Contract finalization	Fair, Offeror	3 business days
12.	Contract award	Fair Management	
13.	Protest deadline	Offeror	15 calendar days after knowledge of facts or occurrences giving rise to the protest

B. Explanation of Events

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

1. Issue of RFP

This RFP is being issued by the Fair.

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

2. Pre-Proposal Conference

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

3. Distribution List Response Due

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

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

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

4. Deadline to Submit Additional Written Questions.

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 2:00 p.m. local time on Tuesday, July 19, 2016. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph C.)

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential offerors whose organization name appears on the procurement distribution list. An "Acknowledgement of Receipt Form" will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered, or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments should be received by the Procurement Manager no later than three (3) 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 MONDAY, AUGUST 8, 2016. 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 "SOFT DRINK" 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 offeror's oral presentation.

10. Oral Presentation by Finalists

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror

presentation.

11. & 12. Contract Award & 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)

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 Sponsor Responsibility

Any contract that may result from this RFP shall specify that the prime Sponsor is solely responsible for fulfillment of the contract with the Fair. The Fair will make contract payments to only the prime Sponsor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade

secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written Request for Confidentiality, the procurement officer shall examine the offeror's Request for Confidentiality and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or the Fair to the eventual rental, lease, purchase, etc., of any product, equipment or services offered until a valid written contract is approved by Fair management and other appropriate authorities.

10. Termination

The New Mexico State Fair Commission reserves the right to cancel this Request for Proposals at any time for any reason, and to reject any or all proposals, in whole or in part, submitted in response to this Request for Proposals.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to Concessionaire. The Fair's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Concessionaire as final.

12. Legal Review

The Fair requires that all offerors agree to be bound by the General Requirements contained in this RFP. Offerors are encouraged to seek legal counsel for a review of this document. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico. Venue shall lie in Bernalillo County, State of New Mexico.

14. Basis for Proposal

Only information supplied by the New Mexico State Fair in writing through the Procurement Manager or in this Request for Proposals should be relied upon in preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Fair and a contractor will follow the format specified by the Fair and contain the terms and conditions set forth in Appendix "B," "Contract Terms and Conditions." However, the Fair reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

Should an offeror object to any of the Fair's terms and conditions, as contained in this Section or in Appendix "B," that offeror must propose specific alternative language that would be acceptable to the Fair. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Fair and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

20. Change in Sponsor Representatives

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

21. Notice

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

22. Ownership of Proposals

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

23. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section III.B.5, Response to Written Questions / RFP Amendments).

24. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Fair, the Version maintained by the Fair shall govern.

25. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award 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 six (6) signed, identical sealed copies of their proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals.

C. Proposal Format

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

1. Proposal organization

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

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

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

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

2. Letter of Transmittal

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

- a. Identify the name and address of the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the

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

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

IV. SPECIFICATIONS

A. Mandatory Specifications

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

1. Contract Terms and Conditions

Offeror should use the form found in Appendix 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 50, 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. Market Share

Offeror must submit verification with its proposal that it represents a national cola product with a minimum of a five percent (5%) market share.

3. Campaign Contribution Disclosure Form

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

B. Other Specifications

1. Experience with Similar Activities

List facilities/organizations at which offeror has provided similar service with names and telephone numbers of managers who can be contacted regarding the offeror's performance at such facilities/organizations. Offeror may attach letters from such facility managers with comments regarding offeror's performance and reputation. List the sponsorship agreements you have added or lost in the past three years. Provide a brief business background and experience summary of each of your key officers and department managers who would be servicing this account.

2. Relationship with Corporate Headquarters

If offeror is a local or regional bottler, describe your role relative to your corporate headquarters in providing service. If offeror is a corporate headquarter representative, describe the process by which you would provide service. In either circumstance, describe your distribution process. In addition, please describe any prospective economies of scale and/or streamlining of administrative regulations and routine between the corporate headquarters' servicing the contract and the delivery of product on-site to a given event.

3. Cost to Fair's Concessionaires

Submit price list for Products and supplies not to exceed the offeror's lowest national account price list or approved equal. All pricing will be Freight on Board ("FOB") destination delivered to the using area. **The Fair and its concessionaires prefer the option of fountain drinks.**

4. Sponsorship

Offeror shall provide a sponsorship dollar amount to the Fair for a minimum of \$100,000.00 each year of the Agreement. Offeror may propose an annual sum in a larger amount. Offerors must use the cost proposal form found in Appendix "C" in responding to this criterion.

5. Service and Staffing

- A. Describe service plan for Interim Events to include proposed delivery schedule and product order lead times required.
- B. Provide Beverage Distribution plan for Annual event to include hours of operation and frequency of delivery to Fair's concessionaires. Plan should also include proposed staffing to ensure adequate product availability and customer service to Fair's concessionaires.

6. On-site Promotional Considerations for Use by Fair

Describe proposed supplies and merchandise such as shirts, caps, windbreakers, hooded raincoats, change aprons, patio umbrellas, trash receptacles, trash receptacle wraps, tent canopies, etc. These items may have the Sponsor's brand and trademark logos on them.

7. Promotional Items and Advertising Benefits

- A. Off-Site Attendance Building Activities. Describe proposed off-site promotion and advertising programs, including signage on truck backs owned by Sponsor, throughout the State of New Mexico, to promote attendance at the Annual Event. State the annual value of the proposed activities.
- B. On-Site Revenue Generating and Advertising Support. Describe proposed supplies and merchandise to create revenue generating opportunities for the Fair.
- C. On-Site Promotional Considerations for Use by Concessionaires. Describe proposed trademark advertising materials to be provided to Fair's concessionaires.
- D. Equipment for Use by Concessionaires. Describe proposed supplies and merchandise as described in Paragraph 13 of Appendix "B"
- E. Recycle Containers or Stations. Describe proposed bottle and can recycle containers to be placed at a maximum of 250 strategic points at Expo. Containers must meet or exceed the following specifications:
- Heavy duty, durable, material. No cardboard.
 - Preferably weighted
 - Designed for indoor and outdoor special event settings
 - Waterproof
 - Capacity: 15 to 30 gallons
 - Lid must accept only bottles and cans and the entire surface cannot be open.

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. Experience with Similar Activities	175
2. Relationship with Corporate Headquarters	150
3. Cost to Fair's Concessionaires	175
4. Sponsorship	800
5. Staffing and Service	
a) Service Plan for Interim Events	100
b) Beverage distribution plan for Annual Event	200
6. On-Site Promotional Considerations for Use by Fair	75
7. Promotional items and advertising benefits	
a) Off-Site Attendance Building Activities	25
b) On-Site Revenue Generating & Advertising Support	25
c) On-Site Promotional Considerations for use by Concessionaires	25
d) Equipment for Use by Concessionaires	25
e) Recycle containers or Stations	25
SUB-TOTAL	1800
8. Oral Presentation (if any)	100
<hr/>	
TOTAL	1900
9. New Mexico Preference- Resident Vendor Points	
10. New Mexico Preference – Resident Veterans Points	
<hr/>	

B. Evaluation Criteria

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

1. Experience with Similar Activities

Points will be awarded based on the Offeror's experience and reputation in providing sponsorship programs, services and equipment. 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 and may use these investigations in its scoring.

2. Relationship with Corporate Headquarters. Points will be awarded based on demonstration of the depth and longevity of the local bottler and/or representative business relationship with the corporate headquarters and local bottler's ability to facilitate efficient delivery of product through the corporation's existing distribution system.

3. Cost to Fair's Concessionaires. Points will be awarded on the overall perception of the balance and sensibility of the pricing structure for syrup and supplies. **The Fair and its concessionaires prefer the option of fountain drinks.**

4. Sponsorship. Points will be awarded on proposed Sponsorship dollar value Offeror will pay to Fair. Points will be awarded according to the following formula:

$$\frac{\text{This Offeror's Proposed Amount}}{\text{Highest Offeror's Proposed Amount}} \times 800 = \text{Award Points}$$

5. Service and Staffing.

A. Points will be awarded based on the perceived ability of the offeror to provide adequate staff, service equipment (machines, parts and all required mechanisms) and product distribution during Interim Events.

B. Points will be awarded based on the perceived ability of the offeror to provide adequate staff, service equipment (machines, parts and all required mechanisms) and product distribution during the Annual Event.

6. On-Site Promotional Considerations for Use by Fair. Points will be awarded based on the overall usefulness to the Fair of the items proposed, taking quantity of the items into consideration.

7. Promotional Items and Advertising Benefits. Points will be awarded based on the overall desirability and relevance to the Fair and value to the Fair.

A. Off-Site Attendance Building Activities

B. On-Site Revenue Generating and Advertising Support

C. On-Site Promotional Considerations for Use by Concessionaires

D. Equipment for Use by Concessionaires

E. Recycle Containers or Stations

8. Oral Presentations: Finalists may be invited to make oral presentations. If invited, the Offeror's will present their proposals.

9. 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
SOFT DRINK SPONSORSHIP 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-two (52) pages of text that include Appendices A through H.

This acknowledgement of receipt should be signed and returned to Antoinette Kulinna no later than 2:00 PM MST on July 15, 2016. Only potential offerors who elect to return this form will receive copies of all offerors' written questions and the Fair's written responses to those questions as well as RFP amendments, if any are issued. Response by fax is acceptable for this form, but not for proposals.

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE _____ 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.

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

APPENDIX "B"
CONTRACT TERMS AND CONDITIONS
STATE OF NEW MEXICO
NEW MEXICO STATE FAIR COMMISSION
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 "Sponsor".

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.

"Bottled Drinking Water" or "Water" is purified water, with or without added mineral content, and with or without added flavor, but without added sweetening or carbonation. Bottled drinking water does not include carbonated soft drinks, isotonic sports drinks, fruit juices, milk or dairy products, or any alcoholic beverages.

"Carbonated Soft Drink" is defined pursuant to the National Soft Drink Association.

"Concessionaire, Contractor or Sponsor" 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.

"Gross Receipts" means total revenue from operation after removal of New Mexico Gross Receipts Tax, unless otherwise defined.

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

"Isotonic Sports Drink" or "Sports Drink" is a beverage fortified with sodium and potassium other than that contained in any constituent fruit juices, and designed to replace electrolyte loss. Sports Drink does not include natural fruit juice, carbonated soft drinks, bottled drinking water, milk or dairy products, or alcoholic beverages.

"Products" means carbonated soft drink products, bottled drinking water, isotonic sports drinks, fruit juices, ready-to-drink teas and energy drinks.

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

The terms "must," "shall," "will," and "require" identify a mandatory item or factor.

Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

2. Sponsorship Grant.

The Sponsor shall provide to the Fair Products, cups and necessary support services and equipment on a year-round basis during events held on the Fairgrounds that will provide mutual economic benefits to the Sponsor, the Fair and its contracted concessionaires, while providing value to the Fair's patrons. Economic benefits include, but are not limited to, financial payments to the Fair, national product pricing to the Fair's concessionaires, direct promotional assistance for the New Mexico State Fair Annual Event and other selected events, indirect promotional assistance through corporate business partners and clients for the Annual Event, cooperation with Interim Event promoters. However, interim promoters requesting the use of competing/conflicting products will not be permitted to pour competing products, erect permanent signage, or use competitors cups, except as provided for in Paragraph 3, "Sponsorship Exclusions". The Fair reserves the right to produce and sell its own logo cup.

3. Sponsorship Exclusions.

- A. The Agreement does not include an exclusive right to sell ice, certain non-carbonated beverages, i.e., fresh fruit juices, lemonade, punches, slushes, non-shelf stable milk products, brewed teas, coffees, etc., however Sponsor may sell such items should concessionaire(s) wish to do so. The sale of canned or bottled drinks will be permitted in vending machines located in various buildings on the grounds. Canned Products will only be available in vending machines. However, it is desired that Sponsor allow concessionaires the option of fountain service.
- B. Should certain concessionaires be contracted with a conflicting soft drink, water, or sports drink company, and can provide a copy of such contract to the Fair, the concessionaire would be allowed to pour the other product until the expiration of the existing concession contract with the Fair, but would not be allowed to have competing signage, including cups. Such concessionaires may, however, provide brand identification on their menu boards and dispensing valves.
- C. Fair may book multi-city touring sports or entertainment events which are contracted for the tour or for a period of time with a competing soft drink, water, or sports drink company. The soft drink, water, or sports drink of the tour sponsor may be made available only to the member of the touring company.
- D. The exclusive concession premises shall not include that building designated by the Fair for the sale of New Mexico produced products by the New Mexico Department of Agriculture, including New Mexico non-carbonated beverages. That building is currently the Agricultural/Bolack Building, but is subject to change.

- E. Sponsor's pouring rights are exclusive, except as provided for in "Sponsorship Exclusions", paragraph 3.A, B, C, and D, in existing, or current, facilities only. Such exclusivity also applies to temporary concession booths.

4. Scope of Services.

The Sponsor shall provide the following products and services during the term of the Agreement.

- A. Products, cups and support services in sufficient quantity to meet the needs of the Fair's concessionaires during the Annual Event and during the remainder of the year. This includes soft drink vending machines at locations requested by Fair. Fair's concessionaires will be required to buy cups and product from Sponsor for the dispensing of sponsor's soft drink products, excluding long-term concessionaires with valid conflicting contracts previously in place. The Sponsor will at all times be responsible for maintaining needed inventories, delivering to usage areas, and rotating stock as required. Occasional emergency orders may be needed.
- B. Dispensing and refrigeration equipment, including barrel coolers at all soft drink concession locations during the Annual Event and dispensing equipment as needed for Interim Events. Obsolete or worn-out units supplied by Sponsor must be replaced with new equipment as needed.
- C. Signage, menu boards and letters.
- D. Delivery and storage trailers for the Annual Event for the sole purpose of Sponsor storing its Products that will be sold to concessionaires during the Annual Event.
- E. Over-signage for year-round concessions.
- F. Fair may request complimentary product for such areas as the entertainer dressing rooms, Tingley lounge and sponsor lounge during the Annual Event. Complimentary product may also be requested at additional locations. During any given year of the Agreement, the complimentary Sponsor's Products will be 300 standard physical cases of 12 oz. cans and 50 standard physical cases of 20 oz. bottles.
- G. A program of preventive maintenance for all equipment provided by Sponsor will be required for all operations. Sponsor must cooperate with concessionaires and Fair management in providing service. Service is required within a four (4) hour period after notification of a problem during the Annual Event and Interim Events and within 48 hours during non-event times. For concession sites not in continuous operation on a daily basis, an operational check will be accomplished by the Sponsor on the day before the event, upon request of the Fair or the concessionaire, to insure that all equipment at any given site is fully operational.

5. Procedure for Annual Event (Distribution, Service and Staffing).

As proposed or mutually agreed upon by Fair and Sponsor.

6. Procedure for Interim Events (Distribution, Service and Staffing).

As proposed or mutually agreed upon by Fair and Sponsor.

7. Benefits to Sponsor.

The fair will provide the following to the Sponsor:

SIGNAGE

Title Rights

Sponsor is granted Title Rights to one venue for each year of the Agreement. Specify will be referred to as the Sponsor Name of Building or Area.

Entrance Gate Pole Sign

One (1) 30" x 36" entrance gate sign at either Gate 1 or Gate 8. Signage must be produced by the Sponsor in the correct size and provided to Fair no later than September 1, 2016.

Flea Market Signage - Year Round

Display of two (2) Large (4' x 8') Signs or Banners in the area of Flea Market year round. Signage must be produced by the Sponsor in the correct size.

Trash Can Wraps

Sponsor ID will be prominently displayed on custom fit Trash Can Wrappers which will be placed on all trash barrels throughout the grounds. Trash Wraps must be produced by the Sponsor in the correct size.

ON SITE PROMOTIONS

Sponsor Reception

Invitation to attend the annual Sponsor Appreciation Reception. Sponsor may RSVP up to eight (8) guests.

Flyer/Coupon Distribution

Opportunity to distribute flyers/coupons at the information booths and/or rodeo performances

Visitors Guide - Advertisement Space - Full Page

Allocated Advertisement Space in the NMSF Visitors' Guide.

Website - Listing

Sponsor name and link to Sponsor website will be included on the Sponsor Recognition page in the sponsorship section of the NMSF Website.

PA Announcements - Daily

Sponsor will be recognized during Public Announcements broadcast across the grounds during the Annual Event.

Parade Entry

Entry as participant in the Official NMSF Parade hosted by the Bernalillo County Sheriff's Posse. Application to be provided - guaranteed entry, no fee.

Use of NMSF ID

Use the Official New Mexico State Fair (NMSF) Logo in all promotions and advertising.

RODEO

Bucking Chute

Signage rights to one Bucking Chute in Tingley Coliseum during all Rodeo Performances. Rodeo Announcer will refer to the chute as the Sponsor Name Chute when that chute is in play.

Grand Entry - Pennant Flag

Recognition of one (1) Sponsor Pennant Flag during the Grand Entry prior to each Rodeo performance during the Annual Event. Pennant Flag must be designed and provided by the Sponsor.

30-second Ad Spot

Allocated a 30-second Advertisement Spot to be played in Tingley Coliseum prior to/after the Rodeo for all rodeo performances. The sponsor is responsible for all aspects of creating the spot, and must provide it to the Fair.

Rodeo/Concert Tickets - Season - Bench

One hundred (100) Season Bench Seat Tickets to all Rodeo/Concert Series Performances at Tingley Coliseum during the Annual Event.

Rodeo/Concert Tickets - Season - Chair

Twenty five (25) Season Chair Seat Tickets to all Rodeo/Concert Series Performances at Tingley Coliseum during the Annual Event.

PARKING AND ADMISSION

Stock Truck Pass

Two (2) Stock Truck Pass for access and parking of over-sized vehicles in the Gate 3 Parking Lot through Gate 3 during the Annual Event. Entry allowed only between the hours of 10:00pm and 9:00am.

Service & Delivery Pass

Four (4) Service & Delivery Pass for access through Gate 3 during the Annual Event. For loading and unloading only; does not serve as a parking pass in any lot on grounds. Entry allowed only between the hours of 10:00pm and 9:00am.

Parking Pass – Annual

Twenty (20) Annual Parking Passes for parking on Expo New Mexico Grounds for the entire year. Not valid during fair time

Parking Pass - Sponsor Designated

Two (2) Sponsor Designated Parking Pass for admittance through and parking at Gate 4 in Designated Sponsor Parking Area for the entire run of the NMSF. Sponsor Designated Parking Passes are non-transferable.

Admission Passes - Daily

Ten (10) Daily Admission Passes to the Annual Event.

Admission Passes - Season

Ten (10) Season Admission Passes to the Annual Event. Season Admission Passes are non-transferable

8. Annual Sponsorship.

In consideration of the rights and benefits granted to Sponsor hereunder, Sponsor agrees to pay Fair an annual Sponsorship in the amount of \$ (insert amount from proposal) each year of the Agreement. Payment of sponsorship is due September 1st each year of the Agreement.

9. On-Site Promotional Considerations for Use by Fair.

Sponsor shall provide annually, promotional considerations as proposed or mutually agreed upon by Fair and Sponsor.

10. Off-Site Attendance Building Activities.

As proposed or mutually agreed upon by Fair and Sponsor.

11. On-Site Revenue Generating and Advertising Support.

As proposed or mutually agreed upon by Fair and Sponsor.

12. On-Site Promotional Considerations for Use by Concessionaires.

Sponsor will provide trademark advertising materials for the Fair's concessionaires as proposed or mutually agreed upon by Fair and Sponsor.

13. Equipment for Use by Concessionaires.

Sponsor will provide at no cost, refrigeration equipment to the Fair's concessionaires for both the Annual Event and Interim Events as proposed or mutually agreed upon by Fair and Sponsor.

14. Product and Supplies Pricing.

Prices charged by Sponsor to the Fair's concessionaires for product and supplies will be established for year one of this contract at the amounts set for in Sponsor's proposal. Contract prices for product and/or service will remain firm through June 30th, 2017. Thereafter, Sponsor may request price adjustments, in writing, no later than June 1st of each remaining contract year.

The maximum request that can be approved by the Fair will be a maximum of either the change in the latest published Consumer Price Index (CPI) index or five (5) percent. Consumer Price Index (CPI) is published by the Bureau of Labor Statistics and can be found on their web site.

15. Sales Volume.

Sponsor will submit the following to the Fair twice per year, in the months of October and March:

- A. An itemized record of product sold to each of the Fair's concessionaires and related revenues generated therefrom.
- B. A record of complimentary product quantity provided to the Fair.

16. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE GENERAL MANAGER OF THE FAIR. This Agreement shall terminate on June 30, 2017 unless terminated pursuant to paragraph 17 (Termination), or paragraph 43 (Appropriations). The Fair reserves the option of renewing the contract for a maximum of two additional one year periods, or any combination of years and/or months not to exceed a total of three years, subject to written concurrence by the Sponsor and Fair.

17. Termination.

A. Grounds. The Fair may terminate this Agreement for convenience or cause. The Sponsor 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 (17)(B)(3), the Fair shall give Sponsor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Sponsor 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. Sponsor'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 Sponsor 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 Sponsor (i) if the Sponsor becomes unable to perform the services contracted for, as determined by the Fair; (ii) if the Sponsor is in material breach of this Agreement; (iii) if the Sponsor engages in Conduct Harmful to Fair, as described in Paragraph 18; or (iv) if the Agreement is terminated pursuant to Paragraph 43 (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 Sponsor'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 Sponsor 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 SPONSOR'S*

DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Fair or the Sponsor of notice of termination of this Agreement, the Sponsor 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 Sponsor with contract funds shall become property of the Fair upon termination and shall be submitted to the Fair as soon as practicable.

18. Conduct Harmful to Fair.

A. In the event the Sponsor 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 Sponsor's services.

B. Sponsor 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.

19. Contract Administrator.

The Contract Administrator for this Agreement will be the Fair's **CFO**. This individual is designated to administer the Agreement on behalf of the Fair. The Fair's Contract Administrator may be changed only by means of writing by the Fair's general manager.

20. Account Supervisor.

Sponsor agrees to provide the name of a single account supervisor that will be the Fair's contact regarding any aspect of the Agreement. This individual must have full responsibility and authority to service all facets of the account.

21. Insurance.

A. The agrees to provide and maintain comprehensive general liability insurance coverage in the amount of at least \$1,000,000.00 single limit for bodily injury and property damage. Or as an alternate, a split limits policy with minimum limits of \$700,000.00 bodily injury per person, \$1,000,000.00 bodily injury per occurrence and \$100,000.00 property damage per occurrence is required. In addition, Sponsor 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. Sponsor's insurance carrier must be admitted to do business in the State of New Mexico and be listed in the AM Best rating guide with a general policy holder's rating of B+ or higher and a financial category of VII or higher (B+VII). A non-admitted carrier approved by the New Mexico Department of Insurance will be considered if it has

an AM Best rating of B+VII or higher.

C. Insofar as the above-described insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, Fair shall be included as an additional insured, provided such liability insurance coverage shall also extend to damage, destruction and injury to Fair-owned or Fair-licensed property and Fair personnel, and caused by or resulting from work, acts, operations or omissions of Sponsor. 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 Sponsor in its operations at Expo New Mexico.

22. Exclusive Grants by Fair.

The Fair may already have or may in the future enter into agreements with suppliers of certain products, other than carbonated soft drink, bottled water, and sports drink products, except as provided for in “Sponsorship Exclusions”, paragraph 3, which grants to that supplier the exclusive right to have their product sold and advertised on the New Mexico State Fairgrounds. All advertising and promotional activities connected with the Fair must be reviewed and approved by the Fair. In no case may the Sponsor engage in conduct that conflicts with Fair's sponsorship contracts. Fair shall notify the Sponsor of any agreement that may restrict the products offered by the Sponsor.

23. Alterations and Improvements Vest with Fair.

All alterations, concession improvements and fixtures, other than removable trade fixtures, movable equipment and other personal property shall become part of the realty and title shall vest with Fair upon completion of the installation or construction of such alterations and/or improvements. Movable equipment means only such equipment that has not been installed, attached, or affixed to walls, ceilings, floors or been made a part of any utility infrastructure.

24. Concessionaire's Property.

Concessionaire 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 Concessionaire and as such, Concessionaire 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 Concessionaire'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.

25. Parking Rights.

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

26. Records and Financial Audit.

The Sponsor 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.

27. Product of Service: Copyright.

All materials developed or acquired by the Sponsor 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 Sponsor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Sponsor.

28. Photography and Publicity Rights.

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

29. 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.

30. 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 Sponsor's Best and Final Offer, and (3) the Sponsor'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 Sponsor'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 Sponsor's response to the Request for Proposals.

31. Confidentiality.

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

32. Status of Sponsor.

Sponsor acknowledges that its agents and employees are not employees of the State of New Mexico as a result of this Agreement. Fair and Sponsor 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. Sponsor agrees that Fair shall not be liable for any salaries or sums of money due to Sponsor's employees, agents or contractors (collectively Sponsor's personnel) or those persons with whom Sponsor contracts, or any expenses or debts incurred by Sponsor, except as specifically set forth in this Agreement.

33. Subcontracting.

The Sponsor 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 Sponsor from its obligations and liabilities under this Agreement.

34. Assignment.

The Sponsor 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.

35. Corporate Structure.

If the controlling interest in Sponsor's company is sold, transferred, or assigned (by merger or otherwise) to a third party, or the current principals of Sponsor, for any reason, cease to be active in the management and operation of Sponsor's company at any time during the term of this Agreement, Sponsor shall notify Fair of the change and Fair reserves the right to terminate this Agreement as provided in paragraph 14, "Termination".

36. Limited Liability.

Sponsor agrees that Fair shall not be liable to Sponsor for lost profit or other financial loss to Sponsor 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. Sponsor 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.

37. 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. 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.

38. Indemnification.

The Sponsor 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 Sponsor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Sponsor resulting in injury or damage to persons or property during the time when the Sponsor 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 Sponsor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Sponsor, the Sponsor 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.

39. Equal Opportunity Compliance.

The Sponsor 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 Sponsor 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 Sponsor is found not to be in compliance with these requirements during the life of this Agreement, Sponsor agrees to take appropriate steps to correct these deficiencies.

40. Workers' Compensation.

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

41. Conflict of Interest.

The Sponsor 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 Sponsor 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. Sponsor agrees to complete the "Campaign Contribution Disclosure Form" attached to this Agreement.

42. 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, Sponsor 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.

43. 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 Sponsor. The Fair's decision as to whether sufficient funds are available shall be accepted by the Sponsor and shall be final. If the Fair proposes an amendment to the Agreement to unilaterally reduce funding, the Sponsor shall have the option to terminate the Agreement or agree to the reduced funding, within ten (30) days of receipt of the proposed amendment.

44. Release.

The Sponsor'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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 Sponsor:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

50. 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 Sponsor 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.

SPONSOR

XXXXXXXXXXXXXXXXXX

Date: _____

NEW MEXICO STATE FAIR

Approved as to form and legal sufficiency:

Legal Counsel

Date: _____

Chief Financial Officer

Date: _____

General Manager

Date: _____

APPENDIX "C"
COST PROPOSAL FORM

FIRM: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____

REPRESENTED BY: _____ TITLE _____
(Please print)

SIGNATURE: _____ DATE: _____

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

The offeror listed above submits the following revenues to Fair to provide soft drink sponsorship services to the New Mexico State Fair as outlined in this Request for Proposals.

\$_____ each year of the agreement.	Offeror shall provide a sponsorship dollar amount to the Fair for a minimum of \$100,000.00 each year of the Agreement. Offeror may propose an annual sum in a larger amount.
-------------------------------------	---

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 50 found in "Appendix "B", "Contract Terms and Conditions".

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

PART B:

If no, complete the following:

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

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | 40. |
| 41. | 42. | 43. | 44. | 45. | 46. | 47. | 48. |
| 49. | 50. | | | | | | |

(Appendix "E" continued on next page)

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

- | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
| 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. |
| 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. |
| 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. |
| 33. | 34. | 35. | 36. | 37. | 38. | 39. | 40. |
| 41. | 42. | 43. | 44. | 45. | 46. | 47. | 48. |
| 49. | 50. | | | | | | |

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”

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.

Appendix “G”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Title (Position)

Date

—OR—

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

Signature Title (Position)

Date

**APPENDIX "H"
2015 SCHEDULE OF EVENTS**

TOTAL 2015 ATTENDANCE AT EXPO NEW MEXICO

		2015	
			Event Attendance:
2015 New Mexico State Fair Attendance:	480,468	January	23,803
2015 Total Flea Market Attendance*:	500,000	February	71,166
2015 Total Event Attendance**:	371,970	March	41,511
		April	18,797
		May	83,772
		June	24,443
		July	4,285
TOTAL OVERALL ATTENDANCE:	1,352,438	August	28,573
		September	3,182
		October	45,628
		November	17,076
		December	9,734
		Total	371,970

2015 EVENT LISTING:

January-15

Event:	Bldg.	Date	This Year Actual
Austrailian Shepard Show	HA	1/10-1/11/2015	25
ABQ Home & Remodeling Show	LABC	1/15-18/2015	8,500
EXPO Barrel Racing	DB	1/16/2015	90
KOB Eyewitness News 4 Health Fair	LAB	1/23-25/2015	7,104
SWAT Agility Trials -Dog Show	IHA	1/23-25/2015	450
WWE Wrestling	TC	1/30-31/2015	7,634
			23,803

February-15

Event:	Building	Date	This Year Actual
Super Nationals Custom Auto Show	LABC	2/5-8/2015	12,050
Spirit of Hope Challenge	TC	2/7/2015	3,651
Cotton Club Gala	YH	2/7/2015	394
AHANM - Winter Fiesta	IHA	2/8/2015	84
NM Game & Fish	LABC	2/12-15/2015	4,162
Shrine Circus	TC/HAG	2/12-15/2015	39,750
APS - Metro Youth Art Show	FA	2/15-3/25/2015	1,886
Monster Jam	TC	2/19-22/2015	18,559
Vida En Salud Health Fair	CA	2/20-21/2015	2,000
Expo Barrel Racing	DB	2/20/2015	150
Baby Bonanza & Kids Fair	LA	2/20-21/2015	500
ETA Smoke School	Med Bow Parking	2/25-2/26/2015	30
			71,166

March-15

Event:	Building	Date	This Year Actual
Driving Dynamics	MW/G3	3/2/2015	17
Duke City Classic / M & R Team Roping	IHA	3/5/2015	1,750

Gun, Sword and Knife Show	LAB	3/6-8/2015	4,450
Four Ten Four Movie Set Parking	Midway	3/11/2015	320
Rio Grande Arts and Crafts Festival	LAB	3/11-15/2015	7,000
Rubber Stamp Show	CA	3/13-15/2015	700
Southwest Unclaimed Vehicle Sale - Nissan	MW/G3	3/16-23/2015	3,000
Treasures of the Earth	CA	3/19-22/2015	3,500
Expo Barrel Racing	DB	3/20/2015	75
Masterworks Art Show	HAG	3/20-21/2015	625
Showfest	VH	3/20-21/2015	1,000
AHANM - Chamisa Classic Horse Show	IHA / DB	3/20-22/2015	100
Chocolate & Coffee	LABC	3/20-22/2015	18,000
Duke City Gladiators - Arena Football Game	Tingley	3/38/15	934
DOE - Raptor Training	CA	3/30 - 4/3/2015	40
			41,511

April-15

Event:	Building	Date	This Year Actual
2015 ANMPAS InSight Art Show	FA	4/1-30/2015	700
Duke City Gladiators - Arena Football Game	Tingley	4/2/2015	779
Casa Del Rey Easter Sunrise Service	VH, SA, FB	4/5/2015	1,200
APS Art Is Elementary	IAG	4/6-30/2015	700
NMHJA Horse Show	IHA/OHA	4/9-12/2015	86
Duke City Gladiators - Arena Football Game	Tingley	4/11/2015	1,004
Black Light Bubble Party-5K Run/Walk	GROUNDS	4/11/2015	978
War on Everyone - Movie Shoot	CAPL/PPL	4/12/15 - 4/14/15	96
Kidz & Cows	IHA	4/13-15/2015	50
Quilt, Craft, & Sewing Festival	LBC	4/16-19/2015	3,000
Queens Clinic 2015	YH, YD, IHA	4/17/15 - 4/19/15	5
NMBHA Barrel Racing District 2 Finals	DB	4/17-19/2015	150
Duke City Gladiators - Arena Football Game	Tingley	4/18/2015	1,000
ABQ Home & Garden Show	LABC	4/23-27/2015	7,000
Artisco Heritage Prom	YH	4/25/2015	700
Duke City Gladiators - Arena Football Game	Tingley	4/25/2015	950
Spring Salsa Sensation - Paint Horse Club	IHA	4/25-26/2015	150
Cruz Wedding	VH	4/25/2015	249
			18,797

May-15

Event:	Building	Date	This Year Actual
NMQHA LOE-EEC Circuit	IHA	4/29-5/3/2015	289
Dats PAWsome - NM Pets Alive Art Sale	HA	5/1/15 - 5/31/15	50
Watermelon Mountain Pony Club Trials	DB, OHA	5/1-2/2015	184
Silver Spur - Gun and Blade Show	LAB	5/1-3/2015	2,500
Fiesta Del Cinco	VH	5/2-3/2015	5,350
NM Watercolor Society Spring Show	FA	5/3-30/2015	700
AKC Dog Show - RGKC	LABC/YH/CA/RB	5/7-12/2015	1,533
AKC Dog Show - CKC	LABC/YH/CA/RB	5/7-12/2015	430
AKC Dog Show - SDOC	CA	5/8/2015	135
AKC Dog Show - NMCS	Lujan B	5/8/2015	150
CNM Spring Graduation	TC	5/8-9/2015	5,743

NM Herding Dog Instinct Testing	LP	5/8/15 - 5/10/15	40
LOE Miniature Horses Show Spring Fiesta	IHA	5/8-10/2015	60
APS Graduation	TC	5/10-16/2015	59,973
Zia Classic Arabian Horse Show	IHA/DB/OHA	5/12-15/2015	275
AHA Region 8	IHA / DB	5/16-17/2015	90
NAGA New Mexico	Lujan B	5/15/15 - 5/16/15	718
Fox Studios	Tingley	5/20/15 - 7/8/15	200
Fiber Arts Show	LAB/RB	5/20-23/2015	3,550
ARCA Annual Picnic	Box Car Stage	5/21/2015	100
Horses Unlimited - Dressage	DB/IHA/OHA	5/21/15 - 5/24/15	100
Albuquerque Railroad Fair	SA/FB	5/22-23/2015	400
NMHJA Horse Show	IHA/OHA	5/28-31/2015	150
Hawgz Outdoor Expo	IH	5/29-31/2015	1,052
			83,772

June-15

Event:	Building	Date	This Year Actual
Santiagos Art Factory	FA	6/1/15 - 6/30/15	500
DOE - Raptor Training	CA	6/1-5/2015	85
EXPO Barrel Race	DB	6/5/2015	150
NM Desert Fest	Grounds	6/5/2015	6,000
Gun,Sword and Knife Show	LB	6/5-7/2015	2,173
Southwest Dairy Goat Quad Show	LP	6/5/15 - 6/7/15	71
Marez / Hail Wedding	VH	6/6/2015	224
NM 4-H Horse School	DB,IHA,OHA	6/7/15 - 6/12/15	200
LINKed-In-Taste	AAP	6/7/2015	350
Exhib-It B2B Expo	LB	6/8-9/2015	500
DOE - OST - Scenario Training	IV, VH, Pal Barn	6/9/2015	10
Pridefest	Grounds	6/11/15 - 6/13/15	9,000
Ben E. Keith - Casino Night	YH	6/12/2015	80
NM Quarter Horse Youth Novice Show	OHA	6/12 - 6/13	120
Credit Union Vehicle Tent Sale	Midway	6/15/15 - 6/22/15	900
Sangre De Cristo Grooming Seminar	FB	6/19-21/2015	30
AHANM - Summer Salsa	IHA / DB	6/19/15 - 6/21/15	150
NM Arts and Crafts Fair	LABC	6/25-28/2015	3,400
SWAT-Southwest Agility Trials	IHA	6/26-28/2015	300
AVA Region IV Championships	IHA	6/26 - 6/28/15	200
			24,443

July-15

Event:	Building	Date	This Year Actual
Encantada Art Show	Fine Arts	7/1/15 - 7/31/15	350
Nunez Quincenera	YH	7/3-4/2015	500
Garcia/Ayres Wedding	VH	7/10/2015	200
Jacques / Florez Wedding	YH	7/11/2015	450
DOE - Raptor Training	CA / YH	7/11/ 15 - 7/17/15	85
2015 NMSF Beer Launch Party	VH	7/16/2015	150
Youth National Arabians	Grounds	7/13/15-7/26/15	2,550
Woodridge Productions - Better Call Saul	Midway	7/28/15 - 7/29/15	200
			4,285

August-15

Event:	Building	Date	This Year Actual
Dressage Competition	DB	7/30-8/2/2015	72
Bernalillo County 4H Fair	BB,SB,OHA,YD,IHA,YH,D,SA,FA	8/4-8/2015	400
Great SW Antique Show	LAB	8/6/15-8/9/15	2,700
Lujan/Gallegos Wedding	VH	8/7/2015	400
ABQ Old West Gun & Military Show	CA	8/7-9/2015	1,500
Three Greenhorns - Gold the Movie	South Midway	8/8/2015	300
Kutz 4 Kidz	VH / IV	8/9/2015	15,000
Southwest Unclaimed Vehicle Sale - Nissan	MW/G3	8/10/15 - 8/17/15	3,000
Gun & Blade Show and Sale	Lujan A&B	8/14 - 8/16/15	2,000
Road Runner Classic Appaloosa Show	IHA, OHA	8/14/2015 -8/16/15	250
Modest Mouse	VH	8/18/2015	2,500
Latin Love & Cush Tour	Box Car	8/20/2015	300
NM Mild Minis & Hot Ponies Chili Sensation	IHA	8/21/2015 - 8/23/15	101
ETA Smoke School	Med Bow	8/26/15 - 8/27/15	50
			28,573

September-15

Event:	Building	Date	This Year Actual
NMHJA / NMSF - Stirrup Cup Qualifier	IHA	9/2/16 - 9/6/15	250
New Mexico 4-H Rodeo	Tingley / YH	9/3/15 - 9/6/15	500
New Mexico Approved Expo	LAB	9/24/15 -9/27/15	320
Disc-It Round-Up	VH	9/25/2015	2,000
Duke City Bully Bash	IHA	9/25/15 - 9/26/15	100
T@gged NM - Movie Shoot	North Tunnel	9/27/2015	12
			3,182

October-15

Event:	Building	Date	This Year Actual
NM Watercolor Society Fall Show	FA	9/27-10/25/2015	700
Mile of Terror - Haunted House	SB, LP	9/21/15 - 10/31/15	5,718
ABQ Gem and Mineral Show	CA	10/1/15 - 10/4/15	3,500
Gun, Sword and Knife Show	Lujan A & B	10/2/15 - 10/4/15	3,700
AHANM Chile Roast Fiesta	DB, IHA	10/2/16 - 10/4/16	112
Rio Grande Arts and Crafts Festival	Infield	10/2/15 - 10/9/15	14,688
Christmas Cantata	TC	10/8/2015	3,250
NMHJA Fall Festival	IHA	10/8/15 - 10/11/15	150
Brew Fest	North Mainstreet	10/9-10/2015	2,200
Credit Union Car Sale	Midway	10/12/16 - 10/19/15	700
ABQ Home & Remodeling Show	LAB	10/15/15 - 10/18/15	4,100
Driving Dynamics	Midway	10/16/2015	10
EXPO Barrel Racing	DB	10/16/2015	80
Sandia Peak Ski Patrol Ski Swap	Lujan B,C / SpB	10/22/15 - 10/25/15	3,000
23rd Annual National Pastel Society Exhibit	HA	10/23-11/30/2015	1,000
Albuquerque Equestrian Cup	DB	10/24/15 - 10/26/15	400
Preppers Expo	CA	10/24/15 - 10/25/15	2,200
NM Harvest Dressage	IHA, DB	10/29/15 - 11/1/15	120
			45,628

November-15

Event:	Building	Date	This Year Actual
NM Veterans Art Show	FA	11/1/15 - 11/30/15	425
SWAT/USDAA Agility Trials	IHA, DB	11/5/15 - 11/8/15	55
Chevy Camaro Event - Find New Roads	SA	11/11/2015	200
NM Kids Consignment Toy Event	SA	11/12/15 - 11/14/15	250
Contemporary Hispanic Winter Market	Lujan B & C	11/13-15/2015	5,000
Mountian West Rodeo	IHA	11/12/15 - 11/14/15	350
Expo Barrel Racing	DB	11/20/2015	75
Mountian West Rodeo	IHA	11/20/15 - 11/22/15	521
Rio Grande Arts and Crafts Festival	Lujan A & B	11/23/15 / 11/29/15	10,000
USTRC - Duke City Classic	IHA	11/27/15 - 11/29/15	200
			17,076

December-15

Event:	Building	Date	This Year Actual
Gingerbread Enchantment	HA	12/1/15 - 12/4/15	500
ANMPAS Art Show	FA	12/1/15 - 12/31/15	500
Sangre De Cristo Agility Trials	IHA	12/3/15 - 12/6/15	150
CNM Fall Graduation	Tingley	12/9/15 - 12/12/15	5,684
Gun and Blade Show	Lujan A & B	12/11/15 - 12/13/15	2,900
			9,734