

**NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS**

**Court Education Institute**

**REQUEST FOR PROPOSALS (RFP)**

**New Mexico State Judiciary  
Audio Visual Services for Years 2025 - 2028**



**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

**RFP# CEI 2024-2**

RFP Release Date: March 8, 2024

Proposal Due Date: April 8, 2024

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of audio visual (AV) services for annual conferences, seminars and other events offered for New Mexico Justices, judges, magistrates and court personnel. The AV services solicited include the recording of live events and production of videos that would be incorporated into an online Learning Management System (LMS) for the New Mexico judiciary. Specific AV service details will be outlined in Section IV.A Detailed Scope of Work.

### B. BACKGROUND INFORMATION

The Court Education Institute (hereinafter “CEI”) was created by the NM Supreme Court and enacted through NM Legislation in 2023 to be responsible for all judicial and court personnel education throughout the state of New Mexico. The NM Supreme Court mandates annual training for all New Mexico Justices, judges and magistrates, which includes, but is not limited to, in person annual conferences, webinars, “Ted Talks”, and e-learning courses. Live programs will be recorded in real time to be saved for long term use, including being uploaded to a hosted website, saved in an e-Library, and viewed as often as necessary for ongoing “on demand” education for all Justices, judges, magistrates and court personnel. Offerors may consult CEI’s website at <https://courteducation.nmcourts.gov> for full information on CEI’s background and purpose.

### C. SCOPE OF PROCUREMENT

This procurement shall be for three fiscal years (each running July 1 through June 30) beginning July 1, 2024 (start of FY25), with a one (1) year renewal. ***This RFP will/may result in multiple awards.***

This procurement shall, at a minimum, provide the following services, equipment (including set up, tear down, and delivery), and staff for each of the projected events outlined in Section IV.A Detailed Scope of Work over the course of the procurement period:

- Screens with dress kits – two (2) screens for audiences greater than 80 in general session; one (1) screen per breakout space.
- Projectors – two (2) projectors for audiences greater than 80 in general session; one (1) projector per breakout space.
- Speakers in general session room and breakout spaces, if venue’s “house” sound unavailable
- Microphones as needed per event (podium and/or head table, lavalier/lapel for speakers, audience microphones, either handheld or on a stand)
- Camera(s) and riser(s) to record speakers and their PowerPoint presentations in all meeting spaces.
- Power banks/strips at all tables/podiums in all meeting spaces, if not provided by the venue.
- Presentation Laptops/Confidence Monitors provided at general session podium that mirrors the AV tech laptop screen but with speaker notes visible only to the speaker, controlled by the speaker with a remote control from anywhere in the meeting room. Confidence Monitors are not required in breakout rooms.

- Cables, audio mixers, and all other equipment required to produce, stream and record the event with high quality sound and video.
- Load PowerPoint presentations (or other electronic presentation media) provided by CEI onto event laptops, test and troubleshoot presentations prior to the event to ensure presentations and embedded videos play smoothly. Immediately report any issues or problems to CEI.
- Project PowerPoint presentations in all sessions per event.
- Project the speaker within the picture of the PowerPoint presentation on the screen and recording, and recordings of each speaker, presentations, and question and answer session.
- Troubleshoot during presentations.
- Ensure that ambient lighting or provide additional lighting so that presenters are well lit for video recordings.
- Prior to each event's start date, set up and test all AV equipment at the venue. This includes Wi-Fi and hardwired internet provided by venue in all meeting spaces. Immediately report any issues or problems to CEI.
- Prior to each event's start date, test any streaming links provided by CEI. Immediately report any issues or problems to CEI.
- High quality video and audio recording of all sessions with an MP4/H.265 output (recordings will be uploaded into an online learning program).
- Online streaming via Zoom or Google Meet in the general session and breakouts.
- Post-production of all event videos, or other videos, delivered to CEI within 14 business days from the event's conclusion. Any changes to this schedule will be mutually agreed to by both Offeror and CEI.
- Upload all video files into a shared Google Drive where Offeror agrees to host copies of the content for a minimum of 6 months post-event.
- Provide all necessary equipment and staff to provide all AV services defined herein.

#### **D. PROCUREMENT MANAGER**

The New Mexico Administrative Office of the Courts has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jamie Lindemann, Procurement Manager  
 Telephone: (505) 570-7570  
 Email: [aocjml@nmcourts.gov](mailto:aocjml@nmcourts.gov)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.**

Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**AV**” means Audio Visual or electronic media possessing both a sound and a visual component, such as microphones and speakers for presenters, projected PowerPoint presentations onto screens, video recording and editing.
2. “**AOC**” means the Administrative Office of the Court. The AOC is sponsoring this Procurement.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act § 57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**CEI**” means the NM Court Education Institute, a division of the AOC.
10. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. “**Electronic Submission**” means a successful submission of Offeror’s proposal via email.

13. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CAN be emailed.
14. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
15. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
16. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
17. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
18. “**Mandatory**” – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. “**Minor Technical Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
23. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
24. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
25. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project

terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. “**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.
29. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully emailed to the Procurement Manager prior to the submission deadline stated in the RFP.
31. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
32. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
33. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
34. “**Written**” means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.



## A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	CEI	March 8, 2024
2. Acknowledgement of Receipt	Potential Offerors	March 18, 2024
3. Deadline to submit Written Questions	Potential Offerors	March 20, 2024
4. Response to Written Questions	Procurement Manager	March 22, 2024
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>April 8, 2024</b>
6. Proposal Evaluation	Evaluation Committee	April 9-10, 2024
7. Selection of Finalists	Evaluation Committee	April 11, 2024
9. Best and Final Offers	Finalist Offerors	April 12, 2024
10. Finalize Contractual Agreements	CEI/Finalist Offerors	April 15 – 19, 2024
11. Contract Awards	AOC/ Finalist Offerors	April 22, 2024
12. Protest Deadline	Protest Manager	May 7, 2024

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### 1. Issue RFP

This RFP is issued on behalf of the New Mexico Administrative Office of the Court's Court Education Institute, on **March 8, 2024**.

### 2. Acknowledgement of Receipt Form

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX A), to the CEI Procurement Manager, Jamie Lindemann at [aocjml@nmcourts.gov](mailto:aocjml@nmcourts.gov) to have their organization placed on the procurement Distribution List. The form must be returned to the CEI Procurement Manager by 3:00 pm MST/ MDT on **March 18, 2024**. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 pm MST/ MDT on **March 20, 2024** as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### **4. Response to Written Questions**

Written responses to the written questions will be provided via email, on or before the date indicated in the Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form. The Questions and Answers will be posted to: <https://www.nmcourts.gov/request-for-proposals.aspx>.

#### **5. Submission of Proposal**

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies unless otherwise instructed.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON **APRIL 8, 2024**. **NO LATE PROPOSALS WILL BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped as they are submitted via email. Such electronic submissions will be considered sealed in accordance with statute. It is the Offeror's responsibility to ensure all documents are completely attached, uploaded and submitted electronically via email to [aocjml@nmcourts.gov](mailto:aocjml@nmcourts.gov) by the deadline set forth in this RFP.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to § 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

#### **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per the Sequence of Events or as soon as possible thereafter.

#### **8. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per the Sequence of Events or as soon as possible.

#### **9. Finalize Contractual Agreements**

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), as per the Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the

State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

#### **10. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the AOC Procurement office will award as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the AOC Procurement office. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and AOC, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

#### **11. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to: **Kerry Armour, Protest Manager, [aockla@nmcourts.gov](mailto:aockla@nmcourts.gov)**.

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

### **C. GENERAL REQUIREMENTS**

#### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance to be bound by 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. this RFP.

#### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

#### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with AOC/CEI which may derive from this RFP. The AOC will make payments to only the prime contractor.

#### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from AOC/CEI before any subcontractor is used during the term of this agreement.

#### **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. **AOC/CEI personnel will not merge, collate, or assemble proposal materials.**

#### **6. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **8. Disclosure of Proposal Contents**

Proposals will be kept confidential until negotiations and the award are completed by the AOC. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- A. 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.
- B. Confidential data is restricted to:
  1. confidential financial information concerning the Offeror's organization;
  2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  3. PLEASE NOTE: 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 AOC shall examine the Offeror's request 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 RFP in no manner obligates the AOC/CEI to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the AOC/CEI determines such action to be in the best interest of the State of New Mexico.

**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 terminations will be affected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

**13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

**14. Basis for Proposal**

Only information supplied in writing by the AOC through the Procurement Manager or in this RFP shall be used as the basis for the preparation of Offeror proposals.

**15. Contract Terms and Conditions**

The contents of this RFP, including any revisions and/or supplements, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract. Offeror shall include a sample contract for each event outlined in this RFP as part of the submission to this RFP. AOC reserves the right to offer specific, alternative language if there is any objection to the Offeror's sample contract or any of Offeror's terms and conditions.

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the AOC. See Section II.C.15 for requirements.

**17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the AOC and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in § 13-1-83 and § 13-1-85 NMSA 1978.

**19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**20. Change in Contractor Representatives**

The AOC reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the AOC, adequately meeting the needs of the AOC.

**21. Notice of Penalties**

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

**22. AOC Rights**

The AOC in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or AOC contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

**25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the AOC. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring AOC's written permission.

## **26. Electronic mail address required**

This procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the AOC, the Offeror acknowledges that the version maintained by the AOC shall govern. Please refer to: <https://www.nmcourts.gov/request-for-proposals.aspx>.

## **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

## **29. Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be completed and signed by the individual authorized to obligate the company.

The Letter of Transmittal MUST:

1. Identify the submitting business entity, including the name, mailing address, phone number, federal tax ID number (TIN), and New Mexico business tax ID Number (BTIN, formerly CRS);
2. Identify the name, title, telephone number, and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer;
3. Identify the name, title, telephone number, and email address of the person authorized to negotiate the contract on behalf of the organization (if different from (2) above).
4. Identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification/questions regarding the proposal content.
5. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
6. Identify and describe the relationship with any other entity/-ies that may be used in the performance of this awarded contract; and
7. Identify the following with a check mark and signature where required:
  - a. *Explicitly* indicate acceptance of the Conditions Governing the Procurement stated in Section 11. C. 1;
  - b. *Explicitly* indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the individual identified in #2 above.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

### **30. Pay Equity Reporting Requirements**

A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **31. Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the AOC for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
  - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
  - b. violation of Federal or state antitrust statutes related to the submission of offers; or
  - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;



4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. One or more contracts has been terminated for default by any federal or state agency or local public body within a three-year period preceding this offer.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### 32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its preference certificate with its 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>.

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Offerors should deliver the proposal via email in PDF file format to the Procurement Manager, Jamie Lindemann at [aocjml@nmcourts.gov](mailto:aocjml@nmcourts.gov).

### B. PROPOSAL FORMAT

#### ELECTRONIC SUBMISSIONS ONLY WILL BE ACCEPTED

1. **Technical Proposals** – One (1) PDF copy of the proposal containing only the Technical Proposal via email. Proposals containing confidential information must be submitted as two separate email transmissions:
  - a. **Unredacted** version for evaluation purposes; OR
  - b. **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) PDF copy containing only the Cost Proposal via email.

One email for both documents is sufficient. However, the technical proposal and cost proposal must be in separate documents.

Any proposal that does not adhere to the requirements of this Section and **Section III.B.1 Proposal Format and Organization**, may be deemed non-responsive and rejected on that basis.

### C. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### Technical Proposal (Attachment 1):

1. Signed Letter of Transmittal
2. Table of Contents
3. Proposal Summary (Optional)
4. Sample Contract with Terms and Conditions
5. Offeror's Additional Terms and Conditions
6. Response to Specifications (*no cost information, which shall be only in Cost proposal*)
  - a. Organizational Experience
  - b. Organizational References

- c. Signed Campaign Contribution Form
  - d. New Mexico Preferences
7. Other Supporting Material

**Cost Proposal:**

- 1. Completed Cost Response Form – may be company’s own quotation/estimation forms as long as all required information is provided.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

**IV. SPECIFICATIONS**

**A. DETAILED SCOPE OF WORK**

The AOC/CEI shall own the rights to all videos and raw footage produced under this procurement for use at its discretion. The videos will be posted on AOC/CEI hosted web pages, courthouse web pages, and viewed by judicial branch employees throughout the state. The videos may also be embedded for in-person and online training events, and/or distributed on DVDs. The videos may also be viewed on a cell phone or tablet.

An executed contract per event will secure the services for that event and the funding from CEI. A valid purchase order will be provided by CEI within the appropriate fiscal year to further guarantee funding. No deposit shall be required from CEI and payment will remit within 45 days of receipt of final invoice.

In addition to Section C. Scope of Procurement, this procurement shall provide the following services, equipment (including set up, tear down, and delivery), and staff for each of the projected annual events outlined in this section over the course of the procurement period:

**PROJECTED ANNUAL EVENTS (Minimum of four, up to six - will repeat approximately same times each year of procurement, subject to change, detailed below):**

**Event 1: Court Staff Retreat (may be offered more than once per fiscal year)**

Projected Dates: October 16-17, 2024; flexible dates in additional years; 2 full days needed per event

General Session room: 200 people max in crescent rounds set up; estimate 40 tables, including head/stage/podium, AV tables and projector tables; two (2) large screens with dress kits, projectors and laptops with remote control and confidence monitor or laptop at the podium; two (2) wireless lapel mics and three (3) wired gooseneck mics at the head table; two (2) wired handheld mics on mic stands in the aisles; camera and riser for recording; live streaming and recording in real time.

Breakout Session room(s): one full day (TBD), up to three additional rooms (60 people estimated), each needing the same AV services; one (1) screen with dress kit, laptop, and one (1) LCD projector with remote control; one (2) wireless lapel mics; camera and riser; live streaming and recording in real time.

No confidence monitor needed in breakout rooms.

## **Event 2: Judicial Conclave (includes Chief Judges' Retreat)**

Projected Dates/Schedule: April 20 - 25, 2025 OR June 8 - 13, 2025; subject to change.

*Chief Judges' Training* is Monday all day through Tuesday at noon.

*Judicial Council* is Tuesday 1 p.m. through 5 p.m.

*Judicial Conclave* is all day Wednesday through Friday at noon.

Set up and AV Requirements: See below:

**Chief Judges' Training:** 15 people max in large U set up; power drops for laptops; one (1) small screen with dress kit, one (1) LCD projector, and one (1) laptop with remote control. This portion of event is not recorded or streamed.

**Judicial Council:** 50 people max split between large U/hallow square and theater style seating; power drops for laptops at large U; one (1) screen with dress kit, and one (1) LCD projector; ability to livestream from meeting space (streaming info to be provided by AOC); two (2) to four (4) table top mics and one (1) aisle mic. This portion is livestreamed using Google Meet (link provided by AOC).

**Judicial Conclave: General Session room:** 225 people max in crescent rounds set up; estimate 45 tables, including head/stage/podium, AV tables and projector tables; two (2) large screens with dress kits, projectors and laptops with remote control and confidence monitor or laptop at the podium; two (2) wireless lapel mics and three (3) wired gooseneck mics at the head table; two (2) wired handheld mics on mic stands in the aisles; camera and riser for recording; live streaming and recording in real time.

Breakout Session room(s): one full day (TBD), up to three additional rooms (60 people estimated), each needing the same AV services; one (1) screen with dress kit, laptop, and one (1) LCD projector with remote control; one (2) wireless lapel mics; camera and riser; live streaming and recording in real time. No confidence monitor needed in breakout rooms.

## **Event 3: Joint Municipal & Probate Court Annual Conference**

Projected Dates: May 6 - 8, 2025; similarly scheduled in additional years, but flexible dates

Schedule and AV Requirements: Day one will be all general sessions for 145 people, with no breakout groups. Day two will be split into groups – see below.

**Day 1: General Session room:** 145 people max in crescent rounds set up; estimate 32 tables, including head/stage/podium, AV tables and projector tables; two (2) large screens with dress kits, projectors and laptops with remote control and confidence monitor or laptop at the podium; two (2) wireless lapel mics and three (3) wired gooseneck mics at the head table; two (2) wired handheld mics on mic stands in the aisles; camera and riser for recording; live streaming and recording in real time.

**Day 2: General Session room:** 100 people max in crescent rounds set up; estimate 22 tables, including head/stage/podium, AV tables and projector tables; two (2) large screens with dress kits, projectors and

laptops with remote control and confidence monitor or laptop at the podium; two (2) wireless lapel mics and three (3) wired gooseneck mics at the head table; two (2) wired handheld mics on mic stands in the aisles; camera and riser for recording; live streaming and recording in real time.

Breakout Session room: one full day (TBD), one room (40 people estimated); one (1) screen with dress kit, laptop, and one (1) LCD projector with remote control; one (1) wireless lapel mic; camera and riser; live streaming and recording in real time. No confidence monitor needed in breakout room.

#### **Event 4: Magistrate Court Annual Conference**

Projected Dates: August 12 - 15, 2025; similarly scheduled in additional years, but flexible dates

Schedule and AV Requirements: 85 people; 2 ½ day event; breakout sessions are only for one (1) half day (TBD).

General Session room: 85 people max in crescent rounds set up; estimate 22 tables, including head/stage/podium, AV tables and projector tables; two (2) large screens with dress kits, projectors and laptops with remote control and confidence monitor or laptop at the podium; two (2) wireless lapel mics and three (3) wired gooseneck mics at the head table; two (2) wired handheld mics on mic stands in the aisles; camera and riser for recording; live streaming and recording in real time.

Breakout Session room(s): one-half day (TBD), up to two additional rooms (30 people estimated), each needing the same AV services; one (1) screen with dress kit, laptop, and one (1) LCD projector with remote control; one (1) wireless lapel mic; camera and riser; live streaming and recording in real time. No confidence monitor needed in breakout rooms.

### **B. TECHNICAL SPECIFICATIONS**

#### **1. Organizational Experience**

Offerors must:

- a) thoroughly describe how Offeror has supplied expertise for similar contracts with state government agencies, including the extent of experience, expertise and knowledge as an event venue. Private sector events will also be considered.
- b) indicate what similar work has been performed in the last two year, and what percentage of business has been for state government; and

#### **2. Organizational References**

Offerors should provide a minimum of three (3) references from similar events performed for state or federal clients within the last three years. Offerors shall submit the following Reference information as part of Offer:

- a) Client name;
- b) Event description;
- c) Subject matter of client's event.

### 3. Mandatory Specifications

Contractor shall provide the following:

- a) A full proposal including pricing for equipment and services to project, record, and stream presentations at conferences, including wired and wireless microphones, screens with dress kits, LCD projectors, laptops, remote controls, power banks, speakers, and post-production costs, as outlined in section IV. A and herein.
- b) A clear statement of the current gross receipts tax and any discounts, if any, offered.

### 4. Desirable Specifications

Though not required, preference would be for Contractor to provide the following:

- a) Power banks or power strips at all tables.
- b) Pipe and drape on stage.
- c) Uplighting and staging for the Judicial Conclave portion of Event 1.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

### 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### 3. Cost

Offerors must complete the Cost Response Form in APPENDIX C. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

### 4. Resident Business or Resident Veterans Preferences

To ensure adequate consideration and application of § 13-1-21 NMSA 1978 (as amended), Offerors **MUST** include a copy of their preference certificate in this section.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV.B and IV.C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	<b>100</b>
B. 1. Organizational Experience	25
B. 1. Organizational References	15
B. 2. Mandatory Specifications	40
B. 3. Desirable Specifications	20
<b>C. Business Specifications</b>	
C.1. Letter of Transmittal	Pass/Fail
C.2. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	50
<b>TOTAL</b>	<b>150 points</b>
C.4. NM Preference - Resident Vendor Points per Section IV C.4	
C.4. NM Preference - Resident Veterans Points per Section IV C.4	

## **B. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications 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.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, 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. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). 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  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP Title:  
New Mexico State Judiciary  
Audio Visual Services for Years 2025 - 2028**

**RFP # CEI-2024-02**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **March 18 2024**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

This name and address will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Organization does / does not (*circle one*) intend to respond to this Request for Proposal.**

**SUBMIT THIS FORM TO:**

Jamie Lindemann, Procurement Manager  
RFP #CEI-2024-01  
Email: [aocjml@nmcourts.gov](mailto:aocjml@nmcourts.gov)



# APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## RFP # CEI-2024-02

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 THEY, THEIR FAMILY MEMBER, OR THEIR 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 C  
COST RESPONSE FORM**

**RFP # CEI-2024-02**

<b>Description</b>	<b>Type</b>	<b>Quantity</b>	<b>Cost per Item</b>
		<b>TOTAL</b>	

**OFFERORS MAY SUBMIT THEIR OWN COST FORMS AS  
LONG AS REQUIRED INFORMATION IS PROVIDED**

## APPENDIX D LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

### RFP # CEI-2024-02

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

\_\_\_ No.  
 \_\_\_ Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

\_\_\_ No.  
 \_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Must be signed by the individual identified in item #2.A, above.)