

State of New Mexico
Administrative Office of the District Attorney's

Professional Services
Request for Proposal (RFP)
2025 NMDAA/AODA Conference



RFP No. 2025-05
Issuance Date: August 27, 2024
Due Date: September 10, 2024

TABLE OF CONTENTS

I.
INTRODUCTION..... 5

A. Purpose of this Request for Proposal 5

B. Background Information 5

C. Scope of Procurement 5

D. Procurement Manager 6

E. Definition of Terminology... 6

II. CONDITIONS GOVERNING THE PROCUREMENT

A. Sequence of Events.....9

B. Explanation of Events 10

1. Issuance of Request for Proposal 11

2. Acknowledgement of Receipt Form Due.....11

3. Deadline to Submit Written Questions..... 12

4. Response to Written Questions..... 12

5. Submission of Proposal.....12

6. Proposal Evaluation..... 13

7. Selection of Finalists 13

8. Finalize Contractual Agreements 13

9. Contract Award...13

10. Protest Deadline 14

C. GENERAL REQUIREMENTS..... 14

1. Acceptance of Conditions Governing the Procurement14

2. Incurring Cost..... 14

3. Prime Contractor Responsibility... 14

4. Subcontractors/Consent 14

5. Amended Proposals..... 15

6. Offeror’s Rights to Withdraw Proposal..... 15

7. Proposal Offer Firm..... 15

8.	Disclosure of Proposal Contents	15
9.	No Obligation... ..	16
10.	Termination	16
11.	Sufficient Appropriation	16
12.	Legal Review	16
13.	Governing Law.....	16
14.	Basis for Proposal	16
15.	Agreement Terms and Conditions	16
16.	Offeror Qualifications	16
17.	Right to Waive Minor Irregularities	16
18.	Change in Contractor Representatives	16
19.	Notice of Penalties	16
20.	Agency Rights.....	16
21.	Right to Publish.....	17
22.	Ownership of Proposals	17
23.	Confidentiality.....	17
24.	Electronic mail address required... ..	17
25.	Use of Electronic Versions of this RFP	17
26.	New Mexico Employees Health Coverage	17
27.	Campaign Contribution Disclosure Form	18
28.	Letter of Transmittal.....	18
29.	Disclosure Regarding Responsibility	19
III.	RESPONSE FORMAT AND ORGANIZATION	21
A.	Number of Responses.....	21
B.	Electronic Submission/Number of Copies	21
1.	Technical Proposals.....	21
2.	Cost Proposal	22
C	Proposal Format	22

1.	Proposal Content and Organization.....	22
2.	Cost Proposal	23
	IV. SPECIFICATIONS.....	23
A.	Mandatory Specifications.....	23
1.	Eligibility.....	23
2.	AODA Conference Requirements	24
3.	Audio Visual and Technical Requirements	24
4.	Administrative Requirements.....	24
5.	Venue Rooms	25
6.	Catering and Refreshments	25
7.	Letter of Transmittal Form....	25
8.	Campaign Contribution Disclosure Form	25
9.	Cost Response Form.....	25
	V. EVALUATION FACTORS	26
A.	Mandatory Specifications.....	26
1.	Eligibility.....	26
2.	AODA Conference Requirements	26
3.	Audio Visual and Technical Requirements	27
4.	Administrative Requirements.....	27
5.	Venu Rooms	27
6.	Catering and Refreshments	27
7.	Letter of Transmittal Form (Appendix C).....	27
8.	Campaign Contribution Disclosure Form (Appendix D).....	27
9.	Cost Response Form (Appendix E).....	27
10.	Organizational Reference Questionnaire (Appendix F).....	27
	VI. EVALUATION PROCESS	28
	APPENDIX A – SAMPLE CONTRACT	29
	STATE OF NEW MEXICO	29

APPENDIX B – ACKNOWLEDGEMENT OF RECEIPT FORM..... 37

APPENDIX C - LETTER OF TRANSMITTAL FORM 38

APPENDIX D – CAMPAIGN CONTRIBUTION DISCLOSURE FORM..... 40

APPENDIX E – COST RESPONSE FORM 43

I. INTRODUCTION

A. Purpose Of This Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the State of New Mexico’s Administrative Office of the District Attorney’s (AODA) 2025 NMDAA Conference.

The Administrative Office of the District Attorney (AODA) seeks venue to host 2025 NMDAA Conference in Albuquerque or the surrounding areas i.e. Bernalillo, Rio Rancho, Isleta, etc. Event to be held on June 10 - 13 2025, in Albuquerque, NM. The event space will provide a room block, main ballroom, breakout rooms, audio visual, and food for event.

June 10th 3:00 pm – 8:00 pm – Conference room set up and early registration.

June 11th 8:00 am – 5:00 pm

June 12th 8:00 am – 5:00 pm

June 13th 8:00 am – 12:00 pm

B. background Information

The Administrative Office of the District Attorneys' (AODA) is a state agency created to support and promote the work of all of New Mexico’s District Attorneys, including but not limited to support, training, dissemination of information that supports and aids prosecutors in the prosecution of crime throughout the state, legislative matters pertinent to prosecution and any and all other matters that directly affect prosecutors in the State of New Mexico

Scope of Procurement

The term of the contract resulting from this procurement shall be for one year from the date of the contract execution (last required State Agency’s dated signature). The parties shall enter a new audit contract each year for a period of three (3) additional subsequent years, on a year- to-year basis, as determined by the AODA and by mutual agreement. The contracts shall not exceed four (4) years.

C. Procurement Manager

AODA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone and e-mail address are listed below:

Name: Andre Nunez, Procurement Manager

Telephone: (505) 573-3606

Email: nunezandre777@gmail.com

1. Any inquiries or request regarding this procurement should be submitted, in writing via email, 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 on behalf of AODA.
2. Protest of the solicitation or award must be submitted in writing via email to the Protest Manager identified in Section II.B.II. As a Protest Manager has been named in this RFP, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC.
3. ONLY protests delivered directly to the Protest Manager in writing via email 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.

D. Definition of Terminology

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

1. “Agency” means this Administrative Office of the District Attorney (AODA).
2. “AUP” means agreed upon procedures.
3. “Award” means the Final execution of the contract document.
4. “Business hours” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM Mountain Standard Time (MST)/mountain Day Time (MDT), whichever is in effect on the date given.
5. “Confidential” means confidential financial information concerning Offeror’s submitted organization and date 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.
6. “Contract” means any agreement for the procurement of items of tangible personal property, services, or construction.
7. “Contractor” means any business having a contract with a state agency or local public body.

8. Desirable” – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor (as opposed to “Mandatory”).
9. 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.
10. “Electronic Submission” means a successful submittal of Offeror’s proposal in the Procurement Manager Email.
11. Electronic Version/Copy” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all proposal contents.
12. “Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee” (see below). Such definition does not include governmental entities.
13. “Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “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.
15. “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.
16. “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.
17. “GAGAS” means Generally Accepted Government Auditing Standards.
18. “Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
19. “IPA” means independent public accountant.
20. “IT” means Information Technology.
21. “Key Personnel” means the staff provided by a contractor or a subcontractor. Key personnel will include, at a minimum, the Offeror’s executive responsible for the performance of agreement, administrative staff and staff members providing direct services.
22. “Location” means the physical location (address) of AODA which is 2929 Coors Blvd NW, Albuquerque, New Mexico 87120.
23. “Location” means the physical location (address) of AODA which is 2929 Coors Blvd NW, Albuquerque, New Mexico 87120.
24. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

25. "Mountain Standard Time (MST) or Mountain Daylight Time (MDT)" means the time zone in use during the RFP process as identified in Section II, A., Sequence of Events.
26. "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.
27. "New Mexico Employee" (also Employee) means a person working within the State of New Mexico at a New Mexico facility, regardless of where the employee legally resides, and regardless of the origin of compensation checks.
28. "Offeror" means any person, corporation, or partnership who chooses to submit a proposal.
29. "OSA" means New Mexico Office of the State Auditor.
30. "PBC" means audit deliverable prepared by AODA.
31. "Procurement Distribution List" means a list of potential Offerors whom, by returning the most current required "Acknowledgement of Receipt Form" (concerning the latest communication regarding a procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Procurement Manager.
32. "Procurement Manager" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and to enter or administer contracts as a result of the RFP procurement.
33. "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.7 of this RFP) blacked-out BUT NOT omitted or removed.
34. "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
35. "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its 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.
36. "Responsive Offer" or "Responsive Proposal" means an offer or proposal 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.
37. "Sealed" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded to the Procurement Manager Email prior to the submission deadline stated in the RFP.
38. "SPD" means State Purchasing Division of the New Mexico State General Services Department.
39. "Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

40. “State (the State)” means the State of New Mexico.
41. “State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
42. “State Purchasing Agent” means the Director of the Purchasing Division of the General Services Department.
43. “Statement of Concurrence” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
44. “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.

E. Proposal Electronic Submission

Submissions of all proposals must be accomplished via electronic submissions as follows: Email to the Procurement Manager your proposal submission.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the description of each event, and the conditions governing the 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	AODA	August 27, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	September 2, 2024
3. Deadline to submit Questions	Potential Offerors	September 5, 2024
4. Response to Written Questions	Procurement Manager	September 6, 2024
5. Submission of Proposal	Potential Offerors	September 10, 2024, by 5:00 pm MST or MDT
6. *Proposal Evaluation	Evaluation Committee	September 13, 2024
7. *Selection of Finalist	Evaluation Committee	September 14, 2024
8. *Finalize Contractual Agreements	AODA/Finalist Offeror	September 15,16, 2024
9. *Contract Award	AODA/Finalist Offeror	September 19, 2024

Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. Explanation of Events

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

1. Issuance of RFP

This RFP is being issued by AODA on the date set forth in Section II.A.

2. Acknowledgement of Receipt Form Due

Potential Offerors may e-mail the "Acknowledgement of Receipt Form" (Appendix B) to the Procurement Manager nunezandre777@gmail.com 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 to the Procurement Manager by 5:00 p.m. MST or MDT on September 2, 2024. The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offeror's from submitting a response to this RFP.

3. Deadline to Submit Written Questions

Potential Offerors may email written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. (MST) / (MDT) as indicated in Section II.A. All written questions must be addressed to the Procurement Manager as declared in Section I.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 e-mail, on or before the date indicated in Section II.A., to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and Appendix B).

5. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN 5:00 P.M. MST or MDT on September 10, 2024. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED. Proposals must be submitted electronically. Refer to Section III.B. for instructions.** Proposals submitted by facsimile, or other electronic means other than through the instructions listed in this section, will not be accepted.

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 Section II.A., 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 Finalist

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offeror(s) on the date set forth in Section II. A., or as soon as possible.

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most

advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP as per schedule Section II.A., 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 time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

8. Contract Award

Upon receipt of the signed contractual agreement, the Procurement Manager will award as per Section II.A. or as soon as possible thereafter. The award is subject to appropriate AODA and State approval.

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 and will end at 5:00 p.m. MST or MDT on the 15th 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.

Name: Andre Nunez, Protest Manager
Email: nunezandre777@gmail.com

Protest received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II.C.1, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.28, located in Appendix C.

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.

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 AODA which may derive from this RFP. AODA entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. **Subcontractor/Consent**

The use of subcontractors is allowed. Use of subcontractors **must** be clearly explained in the proposal and subcontractors must be identified by name. 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 AODA and the State Auditor and follow all of the State Auditor's requirements for subcontractor, 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 Letter of Transmittal Form (Appendix C). **AODA 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, 1.4.1.5 & 1.4.1.36 NMAC.

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. Disclosure of Proposal Contents.

8. **Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by AODA. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

A. Proprietary and Confidential information is restricted to:

Confidential financial information concerning the Offeror's organization; and Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT be designated** as proprietary or confidential information.

An additional but separate redacted version of Offeror's proposal, as outlined and

identified in Sections III.B.1.a., shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

If a request is received for disclosure of proprietary or confidential materials, AODA 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 proprietary or confidential information.

A. Proprietary and Confidential information is restricted to:

Confidential financial information concerning the Offeror's organization; and Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT be designated** as proprietary or confidential information. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a., shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. If a request is received for disclosure of proprietary or confidential materials, AODA 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any proposed professional 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 AODA determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriations

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. AODA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

AODA 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 Procurement Manager or

contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Agreement Terms and Conditions

Any contractual agreement resulting from this procurement will follow the format specified by OSA and contain the terms and conditions set forth in the Sample Contract (Appendix A). No alternative language will be accepted by AODA.

16. 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 the 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 NMSA 1978 § 13-1-83 to 13-1-85.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.E.25. 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.

18. Change in Contractor Representatives

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

19. Notice of Penalties

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

20. Agency Rights

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

21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from AODA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by AODA unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. The offeror is responsible for all costs involved in return mailing/shipping of proposals.

23. 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 AODA.

The Contract agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring AODA written permission.

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, "Response to Written Questions").

25. 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 AODA, the Offeror acknowledges that the version maintained by AODA shall govern.

26. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period

during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

27. Campaign Contribution Disclosure Form

The Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless of 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 disqualification.

28. Letter of Transmittal

The Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form located in APPENDIX C which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, none, does not apply, etc. are acceptable responses).

The letter of transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number).
2. Identify the name, title, telephone, and e-mail address of the person

authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification or answer questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
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 II. 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 person identified in #2 above.

Failure to respond to ALL items as indicated above will result in Offeror's disqualification.

29. 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 any state agency or local public body 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. Liability is not determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of 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. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- 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 nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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 the 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.

II. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Potential Offerors shall submit only one (1) electronic proposal in response to this RFP.

B. Electronic Submission Only/Number of Copies

Submissions of all proposals must be submitted via electronic submission as follows: email proposals to the Procurement Manager. The Offeror needs only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal must be submitted in separate uploads as indicated below in this section and must be prominently identified as “Technical Proposal” or “Cost Proposal” on the front of each upload.

1. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. **EXCEPTION:** Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be **the least number of uploads necessary to fall under the 50mb limit**. The Technical Proposals **SHALL NOT** contain any Cost information.
 - a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.E.,6 and detailed in Section II.C.8, Offeror **must** submit **two** **(2) separate ELECTRONIC technical files:**
 - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1, above, as **unredacted** (def. Section I.E.,45) versions for evaluation purposes; **and**
 - One (1) **redacted** (def. Section I.E.,34) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

2. **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. **EXCEPTION:** Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.

For technical support issues contact Procurement Manager, Andre Nunez (505) 573-3606 or nunezandre777@gmail.com.

The ELECTRONIC proposal submission must be emailed to the Procurement Manager by the submission deadline in Section II.B.5. It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE OFFER CAN BE ACCEPTED. Any proposal that does not adhere to the requirements of this Section III.B and Section III.C

Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

D. Proposal Format

1. Proposal Content and Organization

Any additional requirement and/or change to AODA's proposal content should also be reflected within this section, as well as in the Evaluation Factors (Section V). The proposal outlined below must mirror (except for the Letter of Transmittal and Campaign Contribution Disclosure Form) the Specifications in Section IV.

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 - DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL:

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Disclosure Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Specifications (**except cost information which shall be included ONLY in Cost Proposal**)
 - 1. Mandatory Specifications
 - 2. Desirable Specifications
- F. Other Supporting Material (if applicable)

2. Cost Proposal

1, Completed Cost Response Forms Appendix E. 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. Any and all discussion of proposed costs, rates or expenses must occur **ONLY** in the Cost Proposal.

A Proposal Summary may be included in Offerors Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

This section contains the mandatory and desirable specifications. Offerors must respond to mandatory specifications and should respond to desirable specifications of this RFP, providing the required responses, documentation, and assurances, and completing all forms attached. Failure to

respond to a mandatory specification will result in disqualification of an Offeror's proposal. Failure to respond to desirable specification will result in zero (0) points being awarded for that specification.

A. Mandatory Specifications

1. NMDAA Conference Requirements

Facilitate a conference location with proper seating, podium(s), microphone(s), and display(s) for all speakers and participants to accommodate 550 attendees. Conference location shall be able to accommodate 550 attendees.

Seven (7) Breakout Training Tracks all to be set up Classroom/Theater style as follows below: Track 1: 250ppl.

Track 2: 160ppl

Track 3: 60ppl

Track 4: 10ppl

Track 5: 30ppl

Track 6: 50ppl

Track 7: 40ppl

2. Audio Visual and Technical Requirements

Provide audio visual technicians(s) for set up breakdown and troubleshooting of all technical issues.

- a) Provide designated Wi-Fi for event use.
- b) Audio cable(s)
- c) Seven (7) Projectors
- d) Eight (8) Projector Screens
- e) Three (3) Microphones
- f) Two (2) Mixers

g) House sound

3. Administrative Requirements

Provide necessary administrative services during conference to assure smooth operation, including registration, coordination with AODA Staff, problem-solving with speakers and presenters, and facilitation of conference movement throughout the event.

- a) Designated Registration location easily accessible to attendees with table to utilize for conference materials.
- b) One (1) Storage Room/Green Room

4. Venue Rooms

Lodging Room Block for (200) at the pre-vailing Government Per Diem Rate. Checking in June 10th and checking out June 13th, 2025.

5. Catering and Refreshments

Provide an onsite location/ballroom for general sessions and breakfast/lunch during the event.

- a) One Plated Breakfast for up to 550 attendees
- b) Two Morning Continental Buffets for 300 attendees
- c) Two Afternoon Snacks for 300 attendees

6. Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.28. and Appendix C, and to return a signed, unaltered form will result in Offeror's disqualification.

7. 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 D. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

8. Cost Response Form

The Offeror must complete the Cost Response Form (Appendix E) in its entirety and include the Form in its proposal. The expenses listed in the forms shall be the Offeror’s projected expenses.

For key personnel who will be providing the services requested in this RFP, include all salary and benefits, in whole or in part. For non-professional expenses that are needed to provide the services requested in this RFP, include all operating costs, supplies, travel, technology, etc. AODA reserves the right to negotiate personnel and non-personnel expenses at time of award.

V. EVALUATION FACTORS

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’s proposals by sub-category.

Evaluation Factors	Points Available
A. Mandatory Specifications	
1. Eligibility	Pass/Fail
2. AODA Conference Requirements	20
3. Audio Visual and Technical Requirements	20
4. Administrative Requirements	10
5. Venu Rooms	Pass/Fail
6. Catering and Refreshments	20
7. Letter of Transmittal Form (Appendix C)	Pass/Fail
8. Campaign Contribution Disclosure Form (Appendix D)	Pass/Fail
9. Cost Response Form (Appendix E)	30
10. Organizational Reference Questionnaire (Appendix F)	Pass/Fail
TOTAL	100points
B. New Mexico Preferences	Possible Additional Points
1. New Mexico Business Preference	8%
2. New Mexico Resident Veterans Business Preference	10%

A. Mandatory Specifications

1. Eligibility

Pass/Fail only. No points assigned.

2. AODA Conference Requirements

Points will be awarded based upon the Offerors submission that meets the detailed scope of work outlined in paragraph IV. Specifications and the overall scope of work.

3. Audio Visual and Technical Requirements

Points will be awarded based upon the Offerors submission that meets the detailed scope of work outlined in paragraph IV. Specifications and the overall scope of work.

4. Administrative Requirements

Points will be awarded based upon the Offerors submission that meets the detailed scope of work outlined in paragraph IV. Specifications and the overall scope of work.

5. Venue Rooms

Points will be awarded based upon the Offerors submission that meets the detailed scope of work outlined in paragraph IV. Specifications and the overall scope of work.

6. Catering and Refreshments

Points will be awarded based upon the Offerors submission that meets the detailed scope of work outlined in paragraph IV. Specifications and the overall scope of work.

7. Letter of Transmittal Form (Appendix C)

Pass/Fail only. No points assigned.

8. Campaign Contribution Form (Appendix D)

Pass/Fail only. No points assigned.

9. Cost Response Form (Appendix F)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Proposal Cost}}{\text{Offeror's Total Cost}} \times 30 = \text{Awarded Points}$$

For evaluation purposes “Combined Projected Expenses”, as listed above, includes the Projected Grand Totals for Appendix E

IV. 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 as specified in Section II.B.6.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the two (2) highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). 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 – Sample Contract

Contract No.

**STATE OF NEW MEXICO
Administrative Office of the District Attorney**

Professional Services Contract

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Administrative office of the District Attorney, hereinafter referred to as the “Department,” and, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

- i. Facilitate a conference location with proper seating, podium(s), microphone(s), and display(s) for all speakers and participants.
- ii. Provide audio visual technicians(s) for set up breakdown and troubleshooting of all technical issues.
- iii. Provide necessary administrative services during conference to assure smooth operation, including registration, coordination with AODA Staff, problem-solving with speakers and presenters, and facilitation of conference movement throughout the event.

2. **Compensation.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed \$, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$. This amount is a maximum and not a guarantee. that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this

Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the AODA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE

GSD/SPD Contracts Review Bureau. This Agreement shall terminate on _____, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

Termination.

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

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

4. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency does not, within the thirty (30)

day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

1. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5 Appropriations.

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

6 Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The

Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct

Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that: 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process; this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member.

of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16- 7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement; this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions. 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or

have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. 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.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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.

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.

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract,

health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

A. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

B. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. 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.

23. 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.

24. 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 Agency:
Administrative Office of the District Attorney
2929 Coors Blvd NW Albuquerque, NM 87120

To the Contractor

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or

approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the AODA and Contractor.

By: _____
Filemon Gonzalez, Chief Financial Officer

Date: _____

By: _____

Date: _____

Appendix B – Acknowledgement of Receipt

Form Request Proposals

AODA 2025 NMDAA Conference

RFP No. 2024-05

The Acknowledgement of Receipt Form should be signed and submitted to the Procurement Manager no later than 5:00 p.m. Mountain Standard/Daylight Time on August 7, 2024. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page and ending with Appendix F.

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

Business/Organization Name:	
Contact Name:	
Title:	
Email:	
Phone Number:	
Fax Number:	
Address:	
City:	
State:	
Zip Code:	

Authorized Signature: _____ Date: _____

Submit Acknowledgement of Receipt Form to:

To: Andre Nunez,
Procurement Manager Email
address: nunezandre777@gmail.com
Subject Line: AODA NMDAA 2025, RFP No. 2024-05

Appendix C – Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP No.: 2024-05

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS #	

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*
Name			
Title			
E-mail			
Telephone			

* 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. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above), if any, which will be used in the performance of any resultant contract? (N/A, None, Does not apply, etc. are acceptable responses.)

(Attach extra sheets, as needed)

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 ILC.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.

Authorized Signature: _____ Date: _____

(Must be signed by the individual identified in item #2.A, above.)

DRAFT

Appendix D – Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter- in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: Michelle Lujan Grisham, Governor and Howie Morales, Lieutenant Governor

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of _____

Contribution(s) _____

Nature of

Contribution(s)

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

Signature

Date

Title (Position)

--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: _____

Date: _____

Appendix E – Cost Response Form

(Buyers note: Ensure statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits are complied with when establishing Pricing/Term periods or extension pricing)

Task	FY25	FY26	FY27	FY28
AODA Conference				
Audio Visual and Technical				
Administrative Services				
Venu Room Rentals				
Catering and Refreshments				
Subtotal				
Gross Receipts Tax				
Total Compensation				

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Initial Year FY25: Price: \$ _____

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 1: Price: \$ _____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: Price: \$ _____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: Price: \$ _____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)