

New Mexico Law Offices of the Public Defender

REQUEST FOR PROPOSALS (RFP)

**LOPD Annual Conference and Event Venue in
Albuquerque, NM
for
Fiscal Years 2026 – 2027**



ELECTRONIC-ONLY PROPOSAL SUBMISSION

RFP# LOPD 2025-1

RFP Release Date: September 15, 2025

Proposal Due Date: October 6, 2025

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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 venue locations in the Albuquerque Metro area with capacity for 300 to 350 attendees to hold an annual conference for the New Mexico Law Offices of the Public Defender (LOPD) attorneys and contract attorneys as well as LOPD investigators and social workers. Attendees will be traveling from all over New Mexico to attend this event and will need easily accessible dining options and nearby evening entertainment options. These events will include venue lodging, venue-provided food and beverages, venue meeting space, and possible use of the venue's audiovisual (AV) equipment/services and/or coordination with third-party AV vendors at no additional charge to LOPD. The event will be similarly scheduled each year but may have some scheduling flexibility. Specific event details will be outlined in Section C, Scope of Procurement.

b. BACKGROUND INFORMATION

LOPD is the largest law firm in New Mexico with over 240 in-house public defender attorneys, 100 contract defender attorneys, and 240 public defender staff. LOPD was created in response to the U.S. Supreme Court's 1963 decision in Gideon v. Wainwright that guarantees indigent defendants receive the right to counsel in criminal cases.

One of the signature events that LOPD offers is the LOPD Annual Conference where LOPD provides the required Continuing Legal Education (CLE) programing required for attorneys to maintain their licensure. The conference reflects a diverse set of programmatic breakout sessions, local and national speakers addressing the most current and relevant issues in the criminal defense community as well as ample networking opportunities for attendees to meet colleagues from across the state.

Historically, the LOPD Annual Conference includes members of the core defense team (attorneys, investigators, social workers, contract counsel) generating approximately 300-350 participants. LOPD intends to include attorneys, social workers, investigators and contract counsel at future events, generating an anticipated attendance of 300-350 participants.

c. SCOPE OF PROCUREMENT

This procurement shall be for two fiscal years (each running July 1 through June 30) beginning July 1, 2026 (start of FY27), with the option for renewal up to two (2) years total. This RFP will/may result in multiple awards. This procurement shall provide at a minimum, the following services for each of the projected events outlined in this section over the course of the procurement period:

- Event for two days that will coincide with the Administrative Office of the Courts Court Education Institute's Judicial Conclave that is likely to be held in June year;
- Staging with pipe and drape in main session meeting spaces;

- Property-wide Wi-Fi and hardwired internet access in meeting rooms;
- Up to 350 guest rooms at or below the prevailing State Government per diem rates (as applicable with annual per diem changes);
- Food and beverage services; and
- Basic audiovisual equipment, including, but not limited to projectors, screens, cables, and carts, microphones, as well as allowance of third-party AV vendors/ equipment at no cost or penalty for services including recording and streaming.

Event: LOPD Annual Conference (occurs annually)

Projected Dates & Times: June 8 - 14, 2026; may have some flexibility.

Expected Attendance: 300-350

Expected Number of Sleeping Rooms: up to 150 room nights billed to LOPD master, and up to 100 billed to individual contract attorneys.

Preferred Lodging Budget: [Prevailing State Government rate or lower.](#)

1) Meeting Space Requirements: General meeting space for 300-350 people, set up in classroom seating; stage (piped and draped) with head table of two (2) 6-ft. skirted tables, and podium; AV services provided by a third-party vendor, including two large screens with dress-kits, and two (2) projectors, provided by AV vendor, unless complementary by hotel; three (3) six-foot tables along a side or back wall for AV techs next to power.

2) A minimum of three breakout rooms for 50 people. These breakouts will be on one of the two days and will be determined at a later date as the agenda and speaker availability is determined.

3) A minimum of two small meeting rooms for privacy and storage.

4) Space for up to 10 vendors or featured program tables.

Meeting Space Preferences: Separate meeting space where all meals are consumed is preferred. Breaks to be served in the Pre-function area. A proposal should stipulate if a separate meal space is available.

Food & Beverage Requirements:

Day 1:

Breakfast, beverage service, snacks for morning and afternoon breaks.

Registration: Use by LOPF staff from 8:00 am to 5:00 pm (3) 6-ft tables, skirted, with 6 chairs, in Pre-Function area near door to the main conference ballroom, located near power.

Day 2: PM: Lunch buffet for 50 people.

AV Requirements: Outlined in “Meeting Space Requirements” above. Additionally, LOPD intends to utilize its own staff and third-party AV contractors, including a tie-in with the house sound, if available, and hardwired internet for AV vendor, with no penalty assessed against the

master account. Include pricing for AV equipment and if any would be at no charge.

Other Technology Requirements: Hotel-wide free Wi-Fi, two (2) hardwired ports in the primary meeting rooms and any breakout spaces. Power strips/banks around the perimeter of the rooms. Alternatively, power strips/banks may be provided by the AV vendor.

Payment Requirements: Executed contract will secure event and funding, purchase order will be provided when within the appropriate fiscal year to further guarantee funding, no deposit shall be required from LOPD, and payment will be remitted within 30 days of receipt of event’s final invoice or June 30 whichever date is first.

Day	Times	Name of Meeting	Meeting Space & Set up	Number of People
Sunday 6/7/2026		Arrival and Check in		
	Sunday Afternoon	Lockable Office Space	TBA	10
Monday 6/8/2026	7:00 – 8:30 am	Breakfast	Pre-Function or separate area if available/Buffer	300
	7:00 am – 5:00 pm	Registration Tables	Pre-Function/3 tables with 6 chairs, 3 power cables	
	8:00 am – 5:00 pm	Vendor/Featured Programs	Pre-Function/ tables Ten (10) 6-ft tables, with power	
	8:00 am - 12:00 pm (Morning Break)	General Session	Main Meeting Space/Classroom style	350
	1:00 – 5:00 pm (Afternoon Break)	General Session	Main Meeting Space/Classroom style	350
	1:00 to 5:00 pm	Commission Meeting	U-shaped tables with theatre seating	50
Tuesday 6/9/2026	7:00 – 8:30 am	Breakfast	Pre-Function or separate area if available/Buffer	300
	7:00 am – 5:00 pm	Registration Tables	Pre-Function/3 tables with 6 chairs, 3 power cables	

	8:00 am – 5:00 pm	Vendor/Featured Programs	Pre-Function/tables Ten (10) 6-ft tables, with power	
	8:00 am - 12:00 pm (Morning Break)	General Session	Main Meeting Space/Classroom style	
	11:30 am to 1:00 pm	Leadership Lunch	Separate area /Buffet	50
	1:00 pm – 5:00 pm (Afternoon Break)	General Session	Main Meeting Space/Classroom style	
	8:00 am to 12:00 pm or 1:00 to 5:00 pm	Three (3) Break out Sessions	Theatre Style	

d. PROCUREMENT MANAGER

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

Name: Elizabeth Holmes, Procurement Manager
Telephone: (505) 835.2903
Email: elizabeth.holmes@lopdnm.us

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.** 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. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**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- 3A-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.
5. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
6. “**Contractor**” means any business having a contract with a state agency or local public body.
7. “**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.
8. “**Desirable**” – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.
9. “**Electronic Submission**” means a successful submission of Offeror’s proposal via email.
10. “**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.
11. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
12. “**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.

13. “**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.
14. “**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.
15. “**LOPD**” means Law Offices of the Public Defender.
16. “**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.
17. “**Minor Technical Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
18. “**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.
19. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
20. “**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.
21. “**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.
22. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
23. “**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.
24. “**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.

25. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
26. **“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.
27. **“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.
28. **“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.
29. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
30. **“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.).
31. **“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.
32. **“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	LOPD	September 15, 2025
2. Acknowledgement of Receipt	LOPD	September 25, 2025
3. Deadline to submit Written Questions	Potential Offerors	September 29, 2025
4. Response to Written Questions	Procurement Manager	October 1, 2025
5. Submission of Proposal	Potential Offerors	October 6, 2025
6. Proposal Evaluation	Evaluation Committee	October 6-13, 2025
7. Notification of Selection of Finalists	Evaluation Committee	October 15, 2025
8. Contract Negotiation and Award	LOPD/ Finalist Offerors	October 20-24, 2025
9. Protest Deadline	Protest Manager	+15

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 Law Offices of the Public Defender, on September 15, 2025.

2. Acknowledgment of Receipt Form

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX A), to the LOPD Procurement Manager, Elizabeth Holmes at elizabeth.holmes@lopdm.us to have their organization placed on the procurement Distribution List. The form must be returned to the LOPD Procurement Manager by 3:00 pm MST/MDT on September 25, 2025. 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 September 29, 2025 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:
www.lopdnm.us.

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 12:00 PM MST/MDT ON **October 6, 2025**. **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 elizabeth.holmes@lopdnm.us by 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. Contract Awards

After review by the Evaluation Committee Report and the signed contractual agreement, the LOPD Fiscal 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 LOPD Procurement office. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and LOPD, 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. The award will be a two (2) year contract with the option to extend for four (4) additional (2) year terms for a total not to exceed ten (10) years. The RFP may result in multiple awards with a term of no longer than ten (10) years.

9. Protest Deadline

Any protest by an Offeror must be submitted timely 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 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 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:

Lilianna Ornelas, Protest Manager
Email: liliana.ornelas@lopdnm.us

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 of being 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 of 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 LOPD which may derive from this RFP. The LOPD 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 subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from LOPD 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. **LOPD 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 LOPD. 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 LOPD 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 LOPD to 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 LOPD 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 LOPD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The LOPD requires that all Offerors agree to be bound by the General Requirements 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 LOPD 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 the event as outlined in this RFP as part of the submission to this RFP. LOPD reserves the right to offer specific, alternative language if there is any objection to the Offeror's sample contract or any of the Offeror's terms and conditions. The award will be a two (2) year contract with the option to extend for four (4) additional (2) year terms for a total not to exceed ten (10) years.

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 LOPD. 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 LOPD 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 Representative

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

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. LOPD Rights

The LOPD 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 LOPD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or LOPOD 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. Confidentially

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 LOPD. 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 LOPD'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 LOPD, the Offeror acknowledges that the version maintained by the LOPD shall govern. Please refer to: www.lopdnm.us.

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 qualification.

29. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX D), 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;
7. Identify and describe the relationship with any other entity/-ies that may be used in the performance of this awarded contract; and
 - 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 individual identified in #2 above.

Failure to submit a signed Letter of Transmittal form (Appendix D) will result in Offeror's disqualification.

30. 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 LOPD 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;

- 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 become 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 Contractors' 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.

31. New Mexico/Native American Resident Preferences (Optional)

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended),

Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference 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, Elizabeth Holmes at elizabeth.holmes@lopdm.us.

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.

Any proposal that does not adhere to the requirements of this Section and **Section III.B.1 Proposal Format**, 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
(*except cost information which shall be included 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

2. Company's own quotation/estimation forms are acceptable 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. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors 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.

IV. SPECIFICATIONS

a. DETAILED SCOPE OF WORK

The Contractor shall provide event venue space, lodging rooms, food and beverage services, and basic audiovisual equipment (if available through venue) as outlined per projected event, as well as at least the following services for each projected event over the course of the procurement period:

- Meeting space(s), including breakout rooms;
- Staging with pipe and drape in main session meeting spaces;
- Property-wide Wi-Fi and hardwired internet access in meeting rooms;
- Guest rooms at or below the prevailing State Government per diem rates (as applicable with annual per diem changes);
- Food and beverage services;
- Basic audiovisual equipment, including, but not limited to projectors, screens, cables, and carts, microphones, as well as allowance of third-party AV vendors/equipment that will tie into the venue's house sound at no cost or penalty. Include pricing for AV equipment and if any would be at no charge.

b. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror's *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.

2. **Mandatory Specifications**

Contractor shall provide the following:

- a) The venue must include a final estimate for all charges, including but not limited to sleeping rooms on the group master, F&B charges, hard-wired Wi-Fi, set up fees, use of house sound, any charges for use of hotel screens, service charge and tax.
- b) A defined food & beverage (F&B) minimum.
- c) Confirm whether catering is on-site or by an outside catering company.
- d) Accommodate dietary restrictions and allergies; explain protocols, training, and responsibilities for serving allergen free food.
- e) Banquet menus and pricing not to exceed more than 3% annually.
- f) Tablecloths on all tables (refreshed daily); skirting on all 6- or 8-foot tables.
- g) No parking, resort, or amenity fees; no “junk fees”.
- h) One complimentary sleeping room for every 40 room nights consumed.
- i) Statement of the current hotel tax, gross receipts tax, and service charge.
- j) Complimentary high-speed Wi-Fi; pricing for hard wired internet.
- k) Access to the meeting rooms the day prior to the event for set up.
- l) Breaks set outside the meeting rooms.
- m) Complimentary stages and podiums.
- n) Provide floor plans that include dimensions for meeting rooms and pre- conference areas.
- o) No less than 20% attrition on sleeping rooms and counted for the entire stay, not per night.
- p) Unused and canceled rooms in group’s block that are resold will reduce attrition charges.
- q) No fee to an outside AV vendor that LOPD contracts with, and no fee for LOPD to bring in its own AV staff and equipment.

3. **Desirable Specifications**

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

- a) Venue location in a safe area, within walking distance to area restaurants.
- b) Count room nights for attrition for the entire group stay, not per night.
- c) Reasonable F&B pricing such that an average daily cost averages \$150 per person, plus tax and gratuity
- d) One complimentary sleeping room for every 30 room nights consumed.
- e) Waived meeting room rental and set up fees if LOPD meets F&B minimum.
- f) Complimentary stage, pipe and drape (extending a minimum 10-15 feet beyond stage on both sides) in general session meeting rooms/ballrooms.
- g) An indication of the hotel’s availability for each date outlined herein, understanding that dates may change.
- h) All day continuous beverage pricing, including coffee, iced tea, assorted hot black and herbal tea selections.
- i) Rooming lists due three (3) weeks prior to event start date.
- j) Waiver of individual sleeping room cancellation or early departure penalties due to unusual circumstances beyond the control of the guest and group.
- k) Venue has floorplans and other information provided.
- l) Group rate available 3 nights before and after conference dates.

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 D. 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.

Factors <i>correspond to section IV.B and IV.C</i>	Points Available
B. Technical Specifications	35
B. 1. Organizational Experience	10
B. 2. Mandatory Specifications	15
B. 3. Desirable Specifications	10
C. Business Specifications	30
C.1. Letter of Transmittal	Pass/Fail (10)
C.2. Signed Campaign Contribution Disclosure Form	Pass/Fail (10)
C.3. Cost	10
TOTAL	65 points

C.4. NM Preference - Resident Vendor Points per Section IV C.4	5
C.4. NM Preference - Resident Veterans Points per Section IV C.4	5
GRAND TOTAL	75

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 OF FORM

RFP Title:
LOPD Annual Conference and Event Venue in
Albuquerque, NM
For Years 2026 – 2027

RFP # LOPD 2025-1

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 September 25, 2025. 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 written response 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 NUMBER: _____

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:

Elizabeth Holmes, Procurement Manager
RFP #LOPD 2025-1
Email: elizabeth.holmes@lopdnm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT 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 officials 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, father, mother, 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 cancelation of the request for proposal.

“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 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 the Offeror's proposal.

RFP#: LOPD 2025-1

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN #	

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 Contractual Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
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. 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)

5. No.

6. 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.)