

RFP 2023-05

**SOUND SYSTEM FOR WALTER GERRELLS
PERFORMING ARTS CENTER**



RELEASE DATE: MARCH 7, 2023

DUE DATE: MARCH 27, 2023

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

To upgrade the sound system at the Walter Gerrells Performing Arts Center, in order to provide a high quality, high output, professional soundscape for a 2,000 seat auditorium.

B. SCOPE OF PROCUREMENT

The City of Carlsbad desires to upgrade the current sound system at the Walter Gerrells Performing Arts Center. The City requests proposals from qualified firm to design and install a three-hang powered line array system that will provide at least 110db with +3/-3 variant throughout the entire audience seating area. The proposals should include all necessary hardware, fixtures, accessories, including system sequencing, processing control and AB switching.

C. PROCUREMENT MANAGER

1. The Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Matt Fletcher, Purchasing Manager
Address: P.O. Box 1569
Carlsbad, NM 88221-1569

Telephone: (575) 234-7915
Fax: (575) 887-7559
Email: msfletcher@cityofcarlsbadnm.com

2. All deliveries of responses via express carrier must be addressed as follows:

Name: City of Carlsbad Purchasing Manager
Reference RFP Number: RFP 2023-05
Address: 101 N. Halagueno St., Room 114
Carlsbad, New Mexico 88220

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager at the email address provided. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other City of Carlsbad employees or Evaluation Committee members do not have the authority to respond on behalf of the City. **Protests of the solicitation or award must be delivered by mail to the Purchasing Manager.**

4. Pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Purchasing 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. Emailed protests will not be considered as properly submitted.

D. DEFINITION OF TERMINOLOGY

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

“Agency” means the City of Carlsbad

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“City” means the Municipality of the City of Carlsbad

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a local public body.

“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.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“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.

“Cost Proposal” means the proposed fee for services and/or equipment including any applicable travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Purchase Order” means a document that authorizes the contractor to furnish items of tangible personal property, services or construction to a local public body.

“Procurement Manager” means any person or designee authorized by a local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means the City of Carlsbad.

“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.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

“Responsive 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.

“Sealed” means, is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Carlsbad reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“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 Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Un-redacted” 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.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

| <u>Date:</u> | <u>Event</u> |
|---------------------|---------------------|
|---------------------|---------------------|

| | |
|---------|---|
| 3/7/23 | Public Release of RFP |
| 3/21/23 | Deadline to submit written questions |
| 3/22/23 | City's deadline to respond to written questions |
| 3/27/23 | Deadline to submit proposal. Must be received in Procurement Office by 5 p.m. Mountain Time. |
| 3/28/23 | City evaluation committee begins proposal evaluations |
| 4/5/23 | Deadline to submit award recommendation for 4/11/23 City Council Meeting. |
| 4/11/23 | City Council meets to approve or reject award recommendation for project. |
| 4/12/23 | Award result to be published on City website and notification by mail to all proposers ,along with a copy of the scoring tabulation, will be mailed. |
| TBD | A purchase order will be issued to the successful proposer by the City's Procurement Officer, authorizing the project to proceed. This will typically occur very shortly after the City Council award date. |

B. EXPLANATION OF EVENTS

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

1. Release of RFP

This RFP is being issued on behalf of the City of Carlsbad on 3/7/23.

2. 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 5:00 p.m. Mountain Standard Time on 3/21/23, as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, C. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list no later than 3/22/23. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms (Appendix A) before the deadline. Additional copies will be posted to: <http://www.cityofcarlsbadnm.com/purchasing.cfm>

3. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME ON 3/27/23. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP 2023-05. Proposals submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the evaluation process. The evaluation 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 approval of the award by the Carlsbad City Council.

4. 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.

5. Selection of Finalists

The Evaluation Committee will make their selection(s) and the Procurement Manager will notify the finalist(s) Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time if required.

6. Oral Presentations and Demonstrations

Finalist Offerors may, if desired by the evaluation committee, be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the City of Carlsbad. If a presentation is required the offeror may elect to perform the presentation using WebEx or other such means. Travel to Carlsbad will not be required for the presentation and the means of presentation will have no bearing on the scoring for the RFP.

7. Scoring Completed and Final Selection for Award

- A. The evaluation committee will score the technical proposals once the proposals have been reviewed and presentations are completed.
- B. The Procurement Manager will open the cost proposals and score the cost portion of the evaluation based on the following formula (if applicable):

Lowest Cost Proposal receives full value of points possible for the cost category.

All other proposals are scored as follows:

$(\text{Lowest Cost Proposal} / \text{Higher Cost Proposal}) \times \text{Number of Points Possible for Category}$

Example: Proposal A is \$10,000. Proposal B is \$5,000. Number of points possible = 10

$$\text{Number of Points Awarded} = \frac{\$ 5,000}{\$ 10,000} \times 10 \text{ (points)} = 5$$

Result - Company B = 10 points Company A = 5 points

Contract Awards

After review of the Evaluation Committee scores and scoring of the Cost Proposals, the Procurement Manager will prepare a recommendation for award to be presented to the Carlsbad City Council as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. **This date is subject to change at the discretion of the City of Carlsbad.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City of Carlsbad, 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 City Council approval.

9. Announcement of Award

Once the Award is approved by the City Council, the Procurement Manager will notify each participating offeror of the Award and provide a scoring summary for the RFP. This notice may be provided either by USPS mail or via email.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. Pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Procurement 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 contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time 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.

The protest must be delivered to:

City of Carlsbad
Attn: Purchasing Manager, Room 114
P.O. Box 1569
Carlsbad, NM 88221-1569

Or

City of Carlsbad
Attn: Purchasing Manager
101 N. Halagueno St., Room 114
Carlsbad, NM 88220

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 the Conditions Governing the Procurement section in the letter of transmittal (Appendix C). 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 a City of Carlsbad which may derive from this RFP. The City of Carlsbad when entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the City of Carlsbad, 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. The City of Carlsbad 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.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until evaluations and the award are completed by the City. 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:
- B. 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.
- C. 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 Purchasing Manager 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 City of Carlsbad or any of its department's to use any Offeror's services until a valid written contract is awarded and approved by appropriate authorities and a purchase order is presented to the winning offeror authorizing the service to be performed.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part if it is determined that such action to be in the best interest of the City of Carlsbad.

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

12. Contract Terms and Conditions

The City of Carlsbad 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.

The City of Carlsbad discourages exceptions from the contract terms and conditions as set forth in the RFP. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct

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 City of Carlsbad through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. 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 NMSA 1978, § 13-1-83 and 13-1-85.

16. 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.

17. Change in Contractor Representatives

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

18. 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.

19. Agency Rights

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

20. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City of Carlsbad 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.

21. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Carlsbad.

22. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not

be made available to any individual or organization by the contractor without the prior written approval of the City of Carlsbad.

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 written permission of the City of Carlsbad.

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.2, Response to Written Questions).

24. 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 City, the Offeror acknowledges that the version maintained by the City shall govern. Please refer to:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

25. 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 Mayor, Carlsbad City Council or Municipal Court Judge. Failure to complete and return the signed unaltered form will result in disqualification.

26. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
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/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 paragraph 2 above.

27. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract.

Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

28. 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. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. 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 Purchasing Manager 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 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 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 City of Carlsbad. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Carlsbad, may terminate the involved contract for cause. Still further the City Procurement 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 City of Carlsbad.

29. New Mexico Preferences

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

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

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

The City of Carlsbad shall not award a business both a resident business preference and a resident veteran business preference.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. No alternate proposals will be accepted.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, Five (4) HARD COPIES, of the proposal containing ONLY the Technical Proposal. **Proposals cannot be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Un-redacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. .

The proposal must be received no later than the time and date indicated in Section II.B.3

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should 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 (Binder 1):

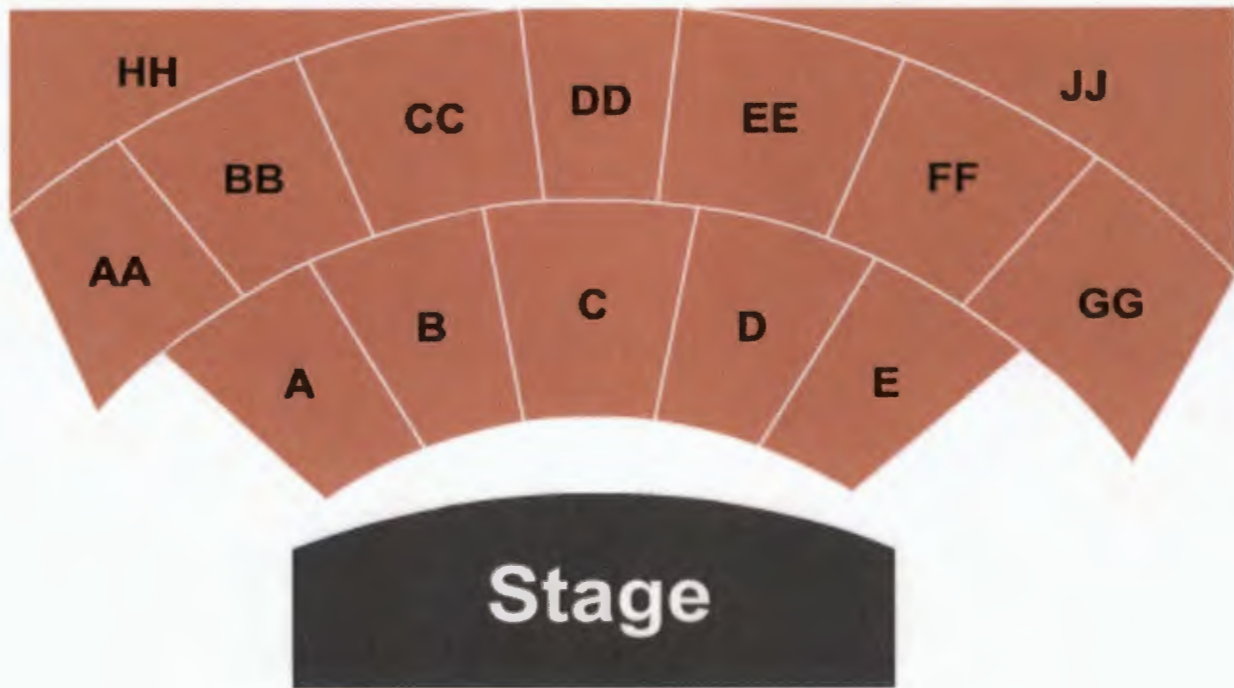
- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Outline of Proposers Qualifications and Experience (See section IV (1) a-d)
- E. Proposed Design and Equipment Specifications
- F. Proposer longevity and history
- G. After Market Customer Support and Warranty Offer
- H. Projected Start and Completion Date
- I. Offeror's Additional Terms and Conditions (if any)
- J. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

1. The Cost Proposal (Appendix E) should include one single figure representing the cost for the entire project.
2. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.
3. Cost proposals will be evaluated and scored based on the method outlined in Section II B.7.

IV. SPECIFICATIONS

The City of Carlsbad desires to upgrade the current sound system at the Walter Gerrells Performing Arts Center. The City requests proposals to design and install a three-hang powered line array system that will provide at least 110db with +3/-3 variant throughout the entire audience seating area. The proposals should include all necessary hardware, fixtures, accessories, system sequencing, processing control and AB switching for the seating configuration shown below.



Proposal should also include all necessary labor costs and any additional work required beyond the scope of work. All proposals must include a listing of any sub-contractor required work as well as a description of the work to be provided and the value of that work. If a sub-contractor is not listed, the City will assume that that contractor is stating that it is fully capable and properly licensed to perform all necessary work.

Offerors should respond in the form of a thorough narrative to the specifications, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

Please include a specification sheet for each piece of equipment required for the project.

Site visits for the purpose of inspection and measurement, may be requested by appointment by contacting the City's Facility Maintenance Manager, Lupe Ornelas, at 575-361-4023.

1. Organization/Staff Experience/Capabilities

Offerors **must**:

- a) provide a description of relevant corporate experience with government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge in relation to the design and installation of sound systems in a large open space building as well as an auditorium that can seat nearly 2,000 people. All solutions provided to private sector will also be considered;
- b) describe the ability of organization to meet the specifications and scope of work of the RFP.
- c) indicate how many sound systems have been designed and installed in the last two years and what percentage of business revenue is derived from this type of engagement;
- d) describe at least two project successes with designing and installing sound systems in a large auditoriums with a seating capacity of at least 2,000 people.

2. Design and Equipment Submitted

- a) submit the basic sound system design including the layout and placement of all required equipment and devices.
- b) provide detail descriptions of devices recommended including manufacturers spec sheets for those devices.

3. Longevity of Organization

- a) indicate number of years the organization has been in business in the performance of the services requested in the RFP.
- b) provide a brief history of the organization and it's accomplishments

4. Quality of Support and Warranty

- a) describe in detail the after market support capabilities of the organization and the proposed terms of the support agreement being offered.
- b) describe in detail the proposed equipment and workmanship warranty

5. Start to Completion Date of Installation

- a) provide an expected timeline for the project including the earliest possible start date and the number of days required to complete the project from start to finish.

6. Total Cost of Design and Installation (Appendix E)

- a) provide cost for the Design as defined in the RFP requirements.
- b) provide the cost for the installation.
- c) Provide lump sum total for complete design and installation.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

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 – | Points Available |
|---|--------------------------|
| | |
| . 1. Organization/Staff Experience/Capabilities | 30 |
| . 2. Design and Equipment submitted | 25 |
| 3. Proposer History and Longevity | 10 |
| . 4. Quality of Support and Warranty | 10 |
| . 5. Start to Completion Date of Installation | 15 |
| 6. Total Cost of Solution (Evaluated by Procurement Manager) | 10 |
| TOTAL | 100 points |
| | |
| B.1A New Mexico Preference - Resident Vendor | 5 |
| B.1B New Mexico Preference - Resident Veterans | To Be Determined |
| | **Evaluated by Committee |
| | |
| | |
| | |

Table 1: Evaluation Point Summary

B. APPLICATION OF RESIDENT VENDOR PREFERENCE

New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5% or (5 points)

B. New Mexico Resident Veterans Business Preference

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

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

C. 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 needed throughout the evaluation process.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value (Section V). The responsible Offerors with the highest scores will be selected as finalist Offeror(s), based upon the proposals submitted. The responsible Offeror(s) whose proposals are most advantageous to the City of Carlsbad taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
4. Once the technical proposals are scored, the committee will return the results to the Procurement Manager. The Procurement Manager will open and score the Cost Proposals based on the formula shown in (Section II B7).
5. The scores from the Technical Proposals will be averaged and added to the points for the Cost Proposals and any additional points allowed for Resident Vendor Preferences will be added to the total score for each Offeror as follows:

$$\begin{array}{l} \text{Points for Technical Proposal} \\ + \text{Points for Cost Proposal} \\ + \text{Any Applicable Preferences} \\ \hline = \text{TOTAL SCORE} \end{array}$$

APPENDIX A

REQUEST FOR PROPOSAL

RFP Title: Sound System for Walter Gerrells Performing Arts Center
RFP 2023-05

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **March 21, 2023**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal. Response form may be mailed or emailed to the following address:

Matt Fletcher, Purchasing Manager
RFP 2023-05
City of Carlsbad
P.O. Box 1569, Room 114
Carlsbad, NM 88221-1569
E-mail: msfletcher@cityofcarlsbadnm.com

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 official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

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

Title (Position)

APPENDIX C
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2016
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

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

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

Please check one box only

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

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

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

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

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

(Signature of Business Representative)* (Date)

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

APPENDIX E

COST PROPOSAL FORM

Cost proposal for _____

Company Name

Design & Equipment \$ _____
+ Installation Fee \$ _____
+ Tax on Labor Only \$ _____
= Total Cost \$ _____

Signature _____ Date _____

Please Print _____

Title _____