

County of Curry



Request for Proposals No. 2017/18-06

Naming Rights for the Curry County Events Center

**Issue Date:
April 6, 2018**

**Proposal Due:
May 29, 2018
Time: 2:00 p.m.**

**Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016**

**Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2017/18-06 Do Not Open"**

The Board of County Commissioners for Curry County, State of New Mexico is requesting competitive sealed proposals for the naming rights offeror for the Curry County Events Center.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than May 29, 2018 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

Troy Hall
Purchasing Agent/Procurement Officer
Phone – 575-763-6016 Ext. 133
Fax – 575-763-3656
thall@currycounty.org

INTRODUCTION AND PURPOSE:

The Board of Curry County Commissioners is requesting competitive sealed proposals for the naming rights for the Curry County Events Center. The Curry County Events Center and Fairgrounds is a comprehensive, year-round venue, offering facilities for equestrian events (such as rodeos and horse sales) as well as agricultural related programs, banquets, trade shows, concerts, family entertainment, and community events. In 2019, Curry County Events Center will be celebrating its 10 year anniversary. The Fairgrounds consists of 16 buildings as well as the Curry County Events Center. It is the largest entertainment venue in southeastern New Mexico. The Events Center is approximately 96,000 sq. ft. with 3,300 seats. There is availability for additional 3,200 seats. Venue attendance for the last three (3) years is as follows: 102,111 for 2015, 104,252 for 2016 and 95,023 for 2017. The Fairgrounds is approximately 90 acres with a 71,656 sq. ft. exhibit area. Curry County, in the future, will be requesting proposals to offer naming rights to the other Fairgrounds buildings. Naming rights under this RFP are for the Curry County Events Center Building only; offeror shall reference in their proposal if they do not want other naming rights to occur at the other Fairgrounds buildings and reflect the same in their financial proposal.

The Curry County Events Center is owned by Curry County and professionally managed by Comcast Spectacor. The Curry County Events Center was built with the goal of providing an entertainment destination for the people of Curry County in an effort to enhance the quality of life for the community.

DEMOGRAPHICS

Founded in February 1909, Curry County is located on the eastern side of the state, adjacent to the Texas Panhandle. There are several communities in Curry County including Clovis, Grady, Melrose and Texico. Cannon Air Force Base, home of the 27th Special Operations Wing, is located in the County. Over 2,200 people reside on the base. The estimated population of Curry County is 50,598 with a median age of 31. The average household income is \$41,084.

MAJOR EVENTS

Curry County Fair

The Curry County Fairgrounds is the site of a collection of recreational facilities, built by Curry County, New Mexico. There is a 71,656 sq. ft. exhibit area, an indoor pavilion, a covered show area, an entertainment area, and an outdoor grandstand seating for 3,500. There is 44,304 sq. ft. of auxiliary space for housing of livestock and horses. The Curry County Fair is a five (5) day fair with 2017 marking the 97th year of the fair. Entertainment for the fair includes: 4H livestock shows and community exhibits, strolling entertainers, Tejano and Country concerts, salsa making contests, military appreciation events, action shows and monster trucks.

Other major events for the Curry County Events Center include:

- Ultimate Calf Roping Clovis Reunion
- Pioneer Days PRCA Rodeo
- Special Olympics of New Mexico – Equestrian
- Monster Truck Thunder
- Carson & Barnes Circus
- Clovis High School Graduation
- Concerts
- Dinosaur Discovery
- Progressive Farm Safety Days
- World Series Team Roping
- US Team Roping Championship – Southwest Regional Finals

BENEFITS INCLUDED

The naming rights package for the Events Center is far more than a traditional corporate sponsorship. Naming rights provides the opportunity to create a valuable, positive association with the residents and visitors of Curry County through marketing, advertising, hospitality, website and promotional opportunities. The offeror will have the opportunity to gain local and regional

exposure. It is the County's desire that the offeror's brand will reflect that the offeror is the primary sponsor of the Events Center.

1. Exterior Signage

The offeror's brand logo and building name may appear as identifying signage on the exterior of the building.

- Exposure on facility marquee
- Exterior door signs
- Directional Signage
- Channel lettered naming on the Events Center

2. Interior Signage

The offeror may receive significant venue name recognition throughout the Events Center. There are and will be at all times during any contract, signage from other partners within the interior of the Events Center.

These branding opportunities include:

- Main entrance sign
- Box office sign
- Wall banner signs
- Concession signs

3. Additional Signage

The offeror may receive significant venue name recognition throughout the facility. These branding opportunities may include:

- Vomitory entrance signs
- Concourse signs

4. Digital & Event Assets

The offeror may receive significant digital exposure through the venue website, social media, and customer databases. Specific assets include:

- Website
- Naming right identification of site
- Direct link to offeror's webpage
- Facebook
- Tickets
- Offeror also receives exposure on multiple community pages

5. Additional Assets

The offeror has the benefit of receiving additional exposure from modifying or adding additional ancillary assets such as billboards, printed materials, marketing collateral, parking lots, and more. Modification or addition of all ancillary assets will be at the cost of the offeror and shall be included in the proposal and reflect the same in the financial proposal. Printed materials and marketing collateral are distributed in various manners and can lead to thousands of additional impressions.

Ancillary assets include, but are not limited to:

- Tickets
- Ticket Envelopes
- Letter Head and Envelopes
- Note Cards
- Business Cards
- Sales Brochures
- Collateral Pieces

CURRENT CONTRACTS

Offeror must honor current signed commitments and allow signage from current vendors throughout the facility. The County will continue to sell advertising unless the offeror has an exclusive option and pays for the same. Exclusive options will be negotiated with the County. Exclusive options will not apply to current contracts and vendors until current contracts are termed. Current commitments include:

Business	Beginning	Ending	Size	Location	Status
Bank of Clovis	5/9/13	5/8/18	8 x 12	Overhead	
One Stop Feed	5/15/17	5/15/18	4x20	South Wall	
Plains Regional Medical Center	7/1/17	6/30/18	4x10	Rode Office	
K-Bobs	7/15/17	7/14/18		NO SIGN	
RB Toyota	8/15/17	8/14/18	4x10	South Wall	
Dr. Glen Hisel	11/1/17	10/31/18	4x10	Above Roping Boxes	
Juanito's Restaurant	1/1/18	12/31/18	4x10	South Wall	
Leal's	1/1/18	12/31/18	4 x 10	South Wall	
Snelling	2/15/18	2/14/19		NO SIGN	

Plateau - ENMR	6/1/15	5/30/20	Custom	Concession Stand	
US Dairy Consortium NMSU	5/15/17	5/14/22		NO SIGN	
Clovis Livestock Auction	3/1/18	2/29/19	4 x 10	South Wall	
ASCO			Custom	South Wall	
PRCA Rodeo					New - Pending
Great Western Equipment					New - Pending

SCOPE OF WORK

Title Sponsorship entitles the offeror to rename the Curry County Events Center with a name chosen by the offeror, subject to approval by the Board of Curry County Commissioners. Offeror must propose their name for the facility in their proposal along with design, logo, etc., that the offeror might want to use. The name of the facility will be discussed in more detail during the negotiation process after the award has been made.

The offeror shall provide exterior signage on the Curry County Events Center Building at offerors own cost and any additional signage that is referenced in the response. All sign placements must be approved by Curry County and be in accordance with all municipal zoning and building code requirements and any other approvals needed. The offeror shall be responsible for contracting all work related to the installation of all exterior and interior signage. All contractors and subcontractors performing work at the request of the offeror shall be required to provide certificates of insurance in compliance with the insurance requirements set forth by the Board of Curry County Commissioners.

The Offeror will required to provide new letterhead, business cards, employee uniforms and other printed items, offeror will be responsible to cover said cost of changeover to the new name. The County will purchase and include once the current material is used.

Offeror will receive additional exposure through promotional material and merchandise; bottles, hats, cups, shirts, etc. Offeror's name will be included on said items, but will not receive any percentage from those sales.

The offeror shall provide all ongoing maintenance in a timely manner for the signs that are located on the exterior of the building. All other signs by other promoters/advertisers are the responsibility of Curry County.

It will be the responsibility of the offeror to work, and compensate Curry County to change the signs inside the facility, once installed.

The offeror is encouraged to offer, and shall describe promotional advertising opportunities that may include additional revenue or marketing benefits, which support the attendance or attendees.

The offerors shall state their objectives and strategy to introduce, build and increase awareness of the Curry County Events Center's new name.

Offerors shall describe their strategy to ensure a complete integrate use of the new name.

OPTIONAL PRE-PROPOSAL CONFERENCE

All offerors wishing to respond to this RFP may attend the pre-proposal conference held on April 24, 2018 at 2:00 P.M., which will be held in the Administration Conference Room, at the Curry County Administration office, 417 Gidding Street, Suite 100, Clovis NM 88101. A tour of the facility will be conducted after the meeting.

REQUIREMENTS FOR PROPOSAL

1. Offerors shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.

2. The offeror with the successful proposal shall be prepared to enter into negotiations for the proposed name and fee, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
3. Proposals shall not exceed twenty (20) printed sheet face pages exclusive of cover letter, divider sheets, proof of financial stability and all other forms included in the RFP.

PROPOSAL PACKAGE

Each offeror must submit the following as labeled and in the same order as follows:

1. Financial Proposal – Offeror should outline their financial proposal including payment plan and escalation factors. In determining the value of the package, the benefits section of the RFP will provide additional insight. Any and all offers will be considered. In pricing naming rights proposals, offerors should generally consider the following attributes:
 - a. Proposed term of the contract
 - b. Number and type of events at the facility
 - c. Annual attendance
 - d. Demographics of the audience
 - e. Media Exposure
 - f. Value of benefits in package
 - g. Comparative analysis with other similar facilities
 - h. Competition for the opportunity in the market
2. Business Opportunity – Offeror must outline business opportunity with the Curry County Events Center in addition to compensation to the naming rights. Business opportunities may include providing internet service/phone service, providing discounted products/foods, etc.
3. Marketing Initiatives – Offeror must outline how it will enhance the operation with marketing support in the form of media, promotions, and any community projects.
4. Financial Stability – Offeror must submit with proposal sufficient evidence of financial stability.

EVALUATION PROCESS AND SELECTION CRITERIA

All proposals will be reviewed by the Evaluation Committee for quality and completeness. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The proposals will be scored in each of the following categories using the maximum point values listed below.

- | | |
|--|-----------|
| 1. Financial structure of proposal | 35 Points |
| 2. Business opportunity requirements | 25 Points |
| 3. Marketing initiatives to support the facility | 30 Points |
| 4. Financial Stability of the offeror | 15 Points |

Maximum Evaluation Score	100 Points
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OTHER REQUIREMENTS

During the evaluation process, the County reserves the right to request additional information or clarification from offerors. Offerors submitting proposals may be requested to make oral presentations. The County reserves the right, without prejudice to: (1) cancel this solicitation; (2) reject any and all proposals; (3) request oral interviews or additional information; (4) select the proposal that best meets the needs of the County; (5) negotiate a contract that covers selected parts of the proposal.

Once the selection committee has made their determination, the selected offeror will be notified and time established for the offeror to meet with County for an initial scope of work conference. Should Curry County and the selected offeror be unable to agree on the proposed name and fee, then the County will notify the runner-up offeror and begin the cost negotiation process again. This process will continue until a suitable offeror and fee are determined or the proposals are rejected.

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with the offeror. If a satisfactory agreement can be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

Sequence of Events

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

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	April 6, 2018
2.	Optional Pre-Proposal Conference	Curry County & Potential Offerors	April 24, 2018 At 2:00 PM
3.	Deadline to submit questions	Potential Offerors	May 4, 2018
4.	Last Response to Written Questions/RFP Amendments	Curry County	May 17, 2018
5.	Submission of Proposal	Offerors	May 29, 2018
6.	Proposal Evaluation	Evaluation Committee	May 30th, 2018 thru June 7 th , 2018
7.	Selection of Finalist(s)	Evaluation Committee	May 21, 2018
8.	Oral Presentation by Finalist	Offeror	TBD
9.	Approve Recommendation of Evaluation Committee	County Commission	June 8, 2018
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	June 8, 2018 thru June 22, 2018
11.	Approve Contract	County Commission	June 28, 2018
12.	Commence Services	Contract Offeror	July 1, 2018

TERM OF CONTRACT AND PAYMENT

The contract shall be awarded for a four (4) year period; July 1, 2018 to June 30, 2022. The County shall have the option to renew the contract for three (3) additional two (2) year periods not to exceed (10) years. Offeror must pay for the first two years upon signing the contract and the additional two (2) years at the end of the first 12th month period. If renewal options are agreed upon by both parties, payment must be made upon signing the renewal.

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are also required to be included in your proposal packet:

1. Offeror's Response Form – Page #20
2. Execution of Proposal Form – page #21
3. Offeror's Reference Form – page #22
4. Offeror's Certification and Non-Collusion Affidavit – page #23
5. Offerors Information Form – page #24
6. Copy of Business License – include with page #24
7. Completed W-9 – include with page #24
8. Options, Exceptions or Variations – Page #25
9. Resident/Veterans Preference Certification – page #26
10. Campaign Disclosure Form – pages #27-28
11. Proof of Insurance

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to

ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal

except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.

3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and

prevail over any inconsistent terms and govern all interpretations of contract documentation.

20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
25. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including

wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.

26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
30. The County's policy on requests for copies of proposal information after award is as follows:
Submit a written request detailing what information you would like to receive.
 - a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

31. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Events Center and Fairgrounds Professional Management Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or thall@currycounty.org with a copy to Carol Pipes, cpipes@currycounty.org.

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature

Name (Typed/Printed)

Company

Position

Address

Telephone Number

FAX Number

City, State, Zip

Tax ID #

E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2017/18-06 Naming Rights for the Curry County Events Center** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

1. Legal Business Name: _____
2. Street Address: _____
3. City, State & Zip: _____
4. Type of Business: _____ State of Registraton: _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact: _____
7. Phone: _____ FAX _____
8. Email: _____
9. Company Website: _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

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PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

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PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

_____ (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 \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number: _____

(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 protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2017/18-06 NAMING RIGHTS FOR THE CURRY COUNTY EVENTS CENTER
DUE DATE: MAY 29, 2018

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: Commissioners Ben McDaniel, Angelina Baca, Chet Spear, Seth Martin and Robert Thornton; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller or Probate Judge Mark Lansford.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

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