

City of Carlsbad

REQUEST FOR PROPOSALS (RFP)

RFP Title:

Management of the Walter Gerrells Performing Arts Center

Code Classification(s):

92029, 95815, 95836, 96205, 96157, 91876, 97165, 96153,
96179, 95224, 96258, 97105, 91523

RFP# 2017-31

Release Date: December 8, 2017

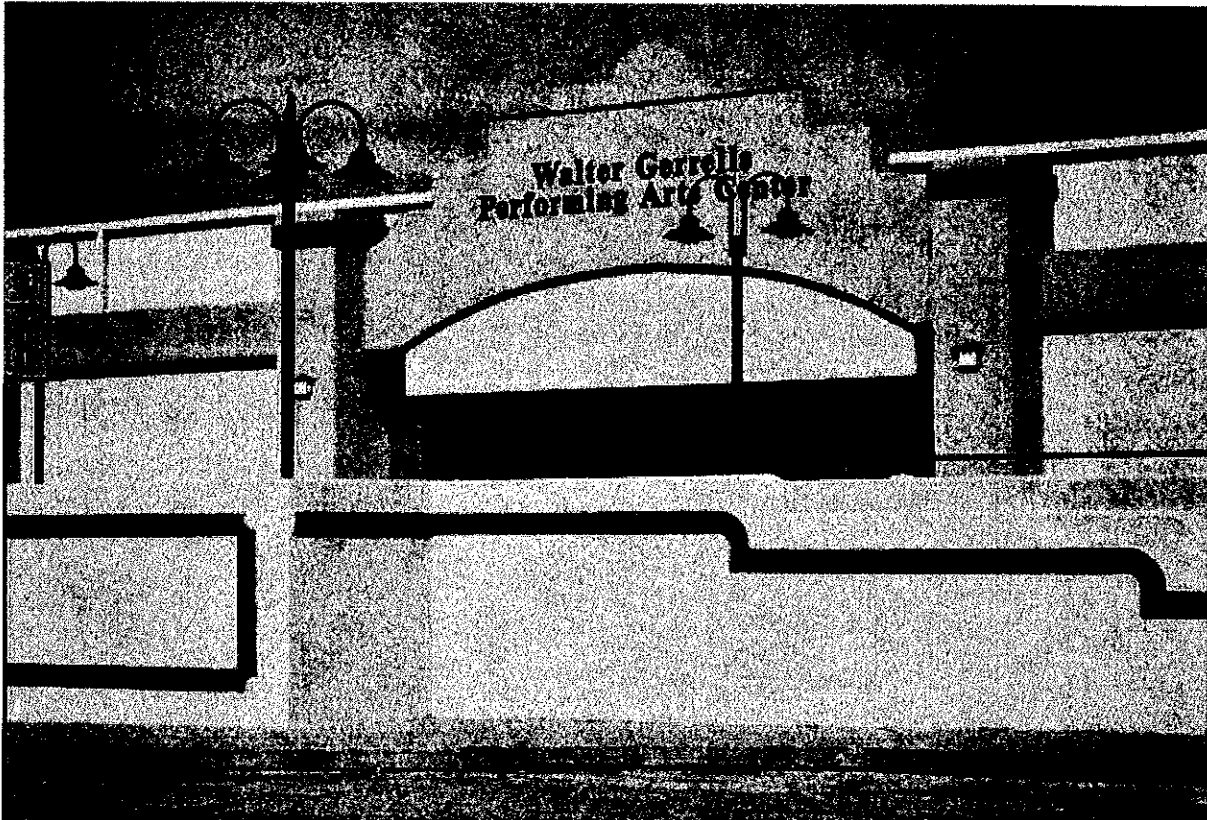
Due Date: January 5, 2018

Time: No Later than 5:00 p.m. Mountain Time

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a highly qualified company or individual to provide Management Services for the Walter Gerrells Performing Arts Center (WGPAC). The selected contractor will be offered a One (1) year contract with options to renew for an additional three (3) years, for the provision of these services.



B. THE VENUE

The Walter Gerrells Civic Center (WGPAC) consists of a 2000 seat auditorium, complete with a 75 foot stage and dressing rooms, an attached 10,000 square foot annex with serving facilities, plus management offices. The facility is owned by the City of Carlsbad with some sound and lighting equipment owned by New Mexico State University Carlsbad. Current use includes periodic rental of auditorium for concerts and worship services, and more regular rental of annex facilities for events like wedding receptions, banquets and art fairs.

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

C. SCOPE OF SERVICES

This proposed private management function provides an organizational structure which is designed to be flexible, integrated and geared to safeguard the assets of the City of Carlsbad. Contract management is an option that allows the City to retain sufficient control and provides for appropriate cultural services delivery to all stakeholders. In considering the prospect of private management of the facility, the City hopes to obtain professional management and marketing services for the facility which will increase utilization of the Civic Center and enhance the associated economic, cultural, and social benefits for the community.

Contractor shall use sound business practices and in accordance with industry standards, shall provide the City will full Operation and Management Services and full Promotional Services. Contractor shall use its best efforts to maximize revenues for use of the Walter Gerrells Performing Arts Center.

1. Operations and Management Services shall include:

- a) Working in coordination with the Advisory Board and the City Council, developing promulgating, and publishing rules, regulations, standardized agreements, and fee schedules for the use of the WGPAC.
- b) Coordinating, facilitating and scheduling the use of the WGPAC. The WGPAC shall be available to all who qualify to use or lease the facility on a "first come, first serve" basis. Contractor may host or sponsor events at the facility subject to the same rules, regulations, standards and conditions as other users of the facility.
- c) Contractor and employees shall comply with all applicable local, state and federal laws, ordinances, codes, rules, regulations and policies and obtaining and maintaining any and all permits, licenses or certifications, or other authorizations or charges that may be necessary to carry out the operations contemplated in this agreement.
- d) Keep WGPAC in safe, sanitary and sightly condition. Contractor shall provide all janitorial services and all other services necessary to maintain the facility in a clean and orderly fashion, free of litter, debris and trash as indicated in **Exhibit A**.
- e) Keep WGPAC in good order and repair at all times using reasonable cautions to prevent waste, damage or injury to the facility. Contractor shall be solely responsible for any damage to or destruction of the facility caused by acts, willful or otherwise, of the contractors directors, officers, renters, guests, invitees, agents, employees or members.
- f) Apply for and maintain internet, and/or other communication services for WGPAC. Contractor shall be responsible for all necessary costs incurred to maintain an appropriate communications system.

g) Such other oversight and management services as may be necessary to ensure the full utilization of the facility for public and private events.

h) Attend Advisory Board meetings as scheduled and such other meetings as may be requested from time to time with the City Administrator, City staff, committees and/or governing body of the City.

i) Prepare and submit monthly operations and management reports in the format agreed to by the parties to include at a minimum the information shown in **Exhibit B**.

j) Report within five (5) business days to the City in writing any damage, loss, vandalism, or destruction to the facility.

2. Promotional Services

a) Advertise, publicize and promote the WGPAC, its facilities, events, and related attractions within the Carlsbad area to develop and maintain the full utilization of the facility, including but not limited to use of social media, the creation, development and maintenance of a website for promotional purposes, offering online ticket sales for events.

3. Labor and Supplies

a) Contractor shall furnish all labor, materials, supplies, equipment and tools needed to perform the services within the scope of the contract.

b) Contractor shall provide all necessary personnel, appropriately selected, retained, qualified and supervised. Contractor shall be responsible for paying all applicable social security, unemployment insurance, workers compensation insurance or other employment taxes or contributions. Contractor shall comply with all ordinances, laws, rules, regulations and policies relating to human rights and non-discrimination and general conditions of employment. Contractor shall defend, indemnify and hold the City harmless from any responsibility therefore.

4. City Provided Services

a) City shall be responsible for water, sewer, garbage, electrical, natural gas, and local telephone service for WGPAC.

b) City shall provide maintenance services as detailed in **Exhibit A**.

c) City shall provide such services and equipment and furnishings as shown in **Exhibit D**.

d) City shall pursue various funding sources to include but not limited to, legislative appropriations, and state and federal grants in order to provide capital improvements to the facility as determined by the governing body of the City of Carlsbad.

- e) The City shall have the right to require reasonable maintenance and repairs to WGPAC as required.

5. Miscellaneous Provisions

- a) City shall have the right to use all or portions of the WGPAC and the right to schedule events it sponsors provided that such use does not interfere with previously scheduled events or uses.
- b) City shall have immediate use of the WGPAC regardless of previously scheduled events or uses, when in the City's sole opinion, there is an emergency or a public health and safety issue. The City shall be responsible for the costs of supplies incurred by its use of the facility.
- c) The parties shall know and understand that there exists an Advisory Board which the Carlsbad City Council has authorized to promulgate rules and regulations for the operation, management, care and custody of the WGPAC, subject to approval of the City Council.
- d) Alcohol may be served within the Annex, Foyer and Patio portions of the WGPAC, and sections HH and JJ of the auditorium. There shall be no service of alcohol in any other portion of the facility without prior approval of the City Council. Any service or consumption of alcohol at the facility shall be done in strict compliance with all applicable laws, ordinances, rules, regulations, permits and policies including but not limited to, obtaining and maintaining the appropriate liquor license and appropriate liquor service liability insurance, and the provision of adequate security measures. Security measures shall include, but not limited to, having a minimum of one (1) security personnel per one hundred (100) people expected to drink at the event. A greater number of security personnel may be required depending upon the type of event.

6. Signs

- a) There is a digital sign at WGPAC. The contractor may use the sign only for advertising, publicizing and promoting the facility, its events and related attractions within the Carlsbad area. Contractor shall keep and use the digital sign in compliance with all applicable laws, ordinances, codes, rules, regulations and policies. The City shall have the right to use the sign to announce City sponsored events, provided that the use of the sign does not interfere with previously scheduled events or uses. The City shall have immediate use of the sign regardless of previously scheduled events or uses, in the event of an emergency, public health or safety matters or missing persons including but not limited to Amber Alerts and Silver Alerts. No other permanent sign shall be erected or maintained by the contractor on or at the WGPAC unless the contractor obtains prior written approval from the City Administrator.

7. Additions, Alterations and Improvements

- a) No addition, alteration, improvement, construction, repair, installation or demolition on the WGPAC shall be done without the prior written consent of the City Administrator. Any such work permitted shall have plans and specifications approved by the City Administrator prior to commencing activity. All plans and specifications shall be filed with, approved by and permitted by all governmental departments and authorities having jurisdiction. All such activity shall be done by an appropriately licensed contractor and shall be done in accordance with all applicable laws, ordinances, codes, rules, regulations and polices.

8. Title to Improvements

- a) All additions, alterations, improvements or installations on or in the WGPAC at the commencement of the agreement or that may be erected or installed during the term of this agreement, shall become part of WGPAC and the sole property of the City, except such improvements that may be removed as permitted.

D. PROCUREMENT MANAGER

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

Name: Matt Fletcher, CCPO, Procurement Manager
Address: 101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

Telephone: (575) 234-7905
Email: msfletcher@cityofcarlsbadnm.com
Website: <http://www.cityofcarlsbadnm.com/purchasing.cfm>

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other City 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 Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.
3. Proposals may be submitted via UPS or FedEx to the following address:

City of Carlsbad Purchasing Manager
101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

Or via US Postal Service to:
City of Carlsbad Purchasing Manager, Room 114
PO Box 1569
Carlsbad, NM 88221-1569

E. DEFINITION OF TERMINOLOGY

This section contains standard definitions and terms that may be used throughout this procurement document, including appropriate abbreviations:

“Agency” means the City of Carlsbad Municipal Government

“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.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in effect 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, professional services, non-professional 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.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“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.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“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.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

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

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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" or 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, in terms of a non-electronic submission, that the proposal 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 State 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.)

"Unredacted" means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

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

A. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. Any addenda posted in regards to this solicitation will be provided in the procurement library at the following email address:

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:

Action	Responsible Party	Important Dates
1. Issue RFP	Procurement Manager	December 8, 2017
2. Distribution List	Agency	December 8, 2017
3. Pre-Proposal Conference	Agency	Not Scheduled
4. Deadline to submit Questions	Potential Offerors	December 29, 2017
5. Response to Written Questions	Procurement Manager	January 2, 2018
6. Submission of Proposal	Potential Offerors	January 5, 2018
7. Proposal Evaluation	Evaluation Committee	January 8 - 15, 2018
8. Selection of Finalist	Evaluation Committee	January 17, 2018
9. Award Recommendation	Procurement Manager	January 17 2018
10. City Council Award Approval	City Council	January 23, 2018
11. Award Announcement	Procurement Manager	January 24, 2018
12. Protest Deadline	Procurement Manager	Award Date + 15 days
13. Contract Negotiations	City Attorney	TBD
14. Approval of Final Contract	City Council	TBD

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the City of Carlsbad on December 8, 2017.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 P.M. Mountain Time on or before **December 29, 2017.**

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will X will not be held as indicated in the sequence of events.

4. 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 **December 29, 2017 by 5:00 P.M.** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

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

6. 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/DAYLIGHT TIME ON January 2, 2018**. 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 D3. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP 2017-31**. *Proposals submitted by facsimile, or other electronic means, 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 negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

7. 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.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist as per schedule Section II. A., Sequence of Events or as soon as possible.

Best and Final Offers Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

Oral Presentations, if necessary, by Finalist Offerors may 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 Procurement Manager.

9. Award Recommendation

Once the Evaluation Committee has finalized their selection, the Procurement Manager will prepare an award recommendation to be presented to the Carlsbad City Council at their regular scheduled meeting.

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.

10. City Council Approval

Final approval of the award is at the discretion of the Carlsbad City Council.

11. Award Announcement

Upon approval by the City Council, the Procurement Manager will send written notice of award to all participating parties along with a scoring summary for each proposal received. Award will also be published on the City of Carlsbad website.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Procurement Manager has been named in this Request for Proposals, 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 Procurement Manager
101 N. Halagueno Street, Room 114
Carlsbad, NM 88220

** Protests received after the deadline will not be accepted.

13. Contract Negotiations

Once the award of the RFP has been approved by the City Council, the City and the selected contractor will enter into contract negotiations based on the scope of work and deliverables detailed in the RFP as well as the cost proposal. The contract will be drafted by the City Attorney. If both parties come to terms, the contract will be brought before the Carlsbad City Council for approval at the earliest possible meeting.

14. Approval of Final Contract

The final draft of the negotiated contract will be brought before the City Council for approval.

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. 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 the City which may derive from this RFP. The City 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 agency awarding any resultant contract, 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 personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. 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 Procurement 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 Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines 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. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Purchase Terms and Conditions

The terms and conditions of the purchase, as defined in the RFP, shall constitute a binding agreement between the offeror and the City of Carlsbad.

The Agency discourages exceptions from specifications, 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 Agency (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.

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative offer. The Agency may or may not accept the alternative offer. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate offer.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions.

17. Negotiations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the

failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and contingent upon the approval of the Procurement Officer.

20. Change in Contractor Representatives

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

21. 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.

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. 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.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

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

New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenwemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E 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 para 2 above.

30. Pay Equity Reporting Requirements

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

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with 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 Procurement 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 Procurement Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City Procurement Manager or other recognized City Official, may terminate the involved contract for cause. Still further the Procurement Manager or

authorized City Representative may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager or authorized City Representative.

32. 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.

An agency 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 four (4) copies of their proposal in response to this RFP.

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

The original, hard copy and copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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 at the discretion of the Evaluation Committee with the approval of the Procurement Manager.

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. Within each section of the proposal, Offerors should address the items in the order provided below.

All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in **Binder #2 on the cost response form.**

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

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

- The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX E**. The form must be completed and must be signed by the person authorized to obligate the company.

B. Table of Contents

C. Proposal Summary (Optional)

D. Management Services

Provide a written plan regarding the management of the facility, addressing proposed services, number of employees, employee's experience, and structure of management firm as it relates to this proposal. Employees shall include (but are not limited to) custodial, clerical, sound & lighting technicians, security during all events, and catering. Employee plan shall include management of facility and bookings during regular business hours (Mon. through Fri. 9:00 - 5:00) and staffing of all events, with only approved professional lighting and sound technicians operating equipment.

Plan should also describe a methodology for the development of booking procedures, and other operational procedures regarding the facility.

Include plans for accepting responsibility for public liability insurances with the venue owner and with coverage by all relevant business insurances including professional indemnity.

Rules and Regulations Policies for operating the facility shall be approved by City of Carlsbad City Council.

Describe agreement to cooperate with the City in management of facility maintenance through the City Director of Culture, Recreation and Community Services. This office shall also manage all facility-related budgets and facility improvements. Monthly reports shall be provided to this office.

Describe plans to maintain a working relationship with the City of Carlsbad and New Mexico State University Carlsbad, allowing approved City or University events use of the facility without rental fees as needed. Outline plans to provide access for non-profit community groups at discounted rates.

Successful candidates must understand the importance of their role as a custodian to protect and build the goodwill and reputation of a publicly owned asset and commit to ensuring proper governance and accountability to all stakeholders.

E. Marketing Plan

Please describe firm's plan for marketing the Walter Gerrell's Civic Center. Discuss how this plan will promote the Walter Gerrells facility and optimize usage, describing any changes that are proposed relative to past practices.

F. Management/Marketing Experience

Describe any relevant experience the offeror has in managing/marketing similar facilities, including technical experience with lighting, sound, and stage systems, booking and promoting events. Venue managers must be skilled collaborators and understand the requirements of managing a government-owned asset.

Civic Center management requires a high degree of energy, flexibility and motivation, good communication skills, strong networking, excellent PR (Public Relation) skills, eye for detail, strong organizational skills, leadership qualities, diplomacy, patience, market awareness and creativity in seeking events to optimize usage for all audiences.

• Offerors should provide a **minimum of three (3) references from customers** receiving the type of service being sought in the RFP within the last 3 years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list.

The Evaluation Committee and/or Procurement Manager may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein) in its evaluation of Offeror responsibility per Section II, Para C.18.

G. Economic Development and Other Benefits

Impact of proposed services upon local economy in terms of payroll, taxes, and ancillary jobs. Maximum points shall be awarded for proposals clearly and realistically forecasting the breadth and effect of growth due to management/marketing plan. The City shall also consider any articulated additional benefits associated with proposed services.

H. Cost Proposal (Binder #2)

- **Offerors must complete the Cost Response Form in APPENDIX D.**

Proposal shall include a detailed description of firm's proposed fee structure. This structure shall include requested compensation for services, operational costs, and support services, if any. It will also include requirements for liability insurance which names the City of Carlsbad as an additional insured. Additional consideration will be given for the inclusion of a proposed fee structure for the rental of the facility and related amenities. Fees should be differentiated between use of the auditorium and of the annex, and between public/private and/or profit/non-profit entities. Proposals should include a discussion of any fees that are proposed to accrue to the City. Submissions shall be considered with respect to total cost and anticipated cost / anticipated benefit analysis.

Outline plans for regular monthly reporting, including:

- Monthly profit and loss accounts
- Regular detailed financial accounts against budget, with variations noted and analyzed
- Monthly activities, events and attendance reporting

I. CAMPAIGN CONTRIBUTION DISCLOSURE (Required)

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

J. New Mexico Resident Business or Veteran's Business Preference Certification

- 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. (If applicable)

K. One set of the organizations most recent financial statements or other such documentation to substantiate financial stability and financial means to fulfill the execution of this agreement. These documents will be used for the sole purpose of determining the responsibility of the Offeror(s).

IV. CONTRACT REQUIREMENTS

Offerors should respond in the form of a thorough narrative to each deliverable provided in **Section 1C, (Items 1 – 8), Scope of Contract**, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. EVALUATION CRITERIA

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. They may be found in Section IV (A-D)

Factors	Points Available
Each Offer will be evaluated by the following categories from Section III C. and assigned a point value for each category for a total possible score of 100 points.	Points must be assigned and defined for all factors (must total 100% of available points)
III.C (D) Management Services	15
III.C (E) Marketing Plan	10
III C (F) Management and Marketing Experience	20
III C (G) Economic Development and other Benefits	5
Business Specifications	
III Financial Stability	Pass/Fail
n/a Performance Surety Bond	Not Applicable
III C (A). Letter Of Transmittal	Pass/Fail
III C (I) Signed Campaign Contribution Disclosure	Pass/Fail
III C (H) Cost Proposal	50
TOTAL	100
III C.(J). New Mexico Preference - Resident Vendor Points per Section V B. 7	5
III C.(J) New Mexico Preference - Resident Veterans Points per Section V B.7	Varies

Table 1: Evaluation Point Summary

Oral Presentations (If Requested)

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

B. EVALUATION FACTORS

1. Management Services – (15 Points)

Points may be awarded, based on the quality of the overall management plan as addressed in (Section IIIC. Item B).

2. Marketing Plan – (10 Points)

Points may be awarded based on the quality of the overall marketing plan as addressed in (Section IIIC. Item C).

3. Management/Marketing Experience – (20 Points)

Points may be awarded based on the number of years of experience in facility management as well as number of years of experience and quality of that experience in the marketing of public and/or private venues, including but not limited to how well the offeror exhibits the characteristics and skills outlined in (Section IIIC. Item F).
(11 points)

References submitted will be used in part to evaluate this section of the evaluation criteria. Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response, up to 3 points. Lack of a response will be awarded zero (0) points. **(9 points)**

4. Economic Development and other Benefits – (5 Points)

Impact of proposed services upon the local economy, in terms of payroll, taxes, and ancillary jobs. Maximum points shall be awarded for proposals clearly and realistically forecasting the breadth and effect of growth due to the management/marketing plan. The City shall also consider any articulated additional benefits associated with proposed services. (Section IIIC. Item G)

5. Cost Proposal – (50 Points)

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

Lowest Responsive Offer Bid

----- X Available Award Points

This Offeror's Bid

The most advantageous offer for the City will receive the full 50 point value. All other offers, will be awarded pro-rated points based on the formula shown above.

6. Financial Stability

- Pass/Fail only. No points assigned

7. Letter of Transmittal (See Table 1)

- Pass/Fail only. No points assigned.

8. Campaign Contribution Disclosure Form (See Table 1)

- Pass/Fail only. No points assigned.
- **However, this form is required by State statute and failure to submit a signed form will result in disqualification from consideration.**

9. 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%.

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

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 specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offeror with the highest score will be selected as the finalist Offeror, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the City taking into consideration the evaluation factors in Section V will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

RFP 2017-31

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than . 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.

Matt Fletcher, Procurement Manager
RFP 2017-31,
Management Services for Walter Gerrells Performing Arts Center
PO Box 1569, 101 N. Halagueno St., Rm 114
Carlsbad, NM 88221
Fax: 575-885-9871
E-mail: msfletcher@cityofcarlsbadnm.com

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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.

CURRENT CITY OF CARLSBAD ELECTED OFFICIALS

Mayor – Dale Janway

City Council Ward 1
Edward T. Rodriguez
Lisa A. Anaya-Flores

City Council Ward 3
Jason C. Shirley
Wesley Carter

City Council Ward 2
J.R. Doportto
Leo Estrada

City Council Ward 4
Richard W. Doss
Wanda Durham

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name(s) of Applicable Public Official(s) if any:

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)

APPENDIX C

THIS

PAGE

LEFT

INTENTIONALLY

BLANK

APPENDIX D

COST RESPONSE FORM

Management Services for Walter Gerrells Performing Arts Center

Requested Compensation for Services \$ _____ per month

Operational Costs \$ _____ per month

Support Services (if any) \$ _____ per month

Facility Rental Fee Structure

Fee for Rental of Auditorium \$ _____ Public (Civic-Oriented) Event

Fee for Rental of Auditorium \$ _____ Public School Event

Fee for Rental of Auditorium \$ _____ Private Event

Fee for Rental of Auditorium \$ _____ Event for Profit Entity

Fee for Rental of Auditorium \$ _____ Event for Non-Profit Entity

Fee for Rental of Annex \$ _____ Public Event Use

Fee for Rental of Annex \$ _____ Private Event Use

Fee for Rental of Annex \$ _____ Event for Profit Entity

Fee for Rental of Annex \$ _____ Event for Non-Profit Entity

Contractor Share of Facility Rental Fees (Auditorium) _____ %

City Share of Facility Rental Fees (Auditorium) _____ %

Contractor Share of Facility Rental Fees (Annex) _____ %

City Share of Facility Rental Fees (Annex) _____ %

APPENDIX E
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.

_____, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Carlsbad, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The form and information provided will be included as part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

APPENDIX F
RFP # 2017-31
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Type of Service Provided	
Date of Service	

QUESTIONS:

1. In what capacity have you worked with this company in the past?

COMMENTS:

2. How would you rate this company's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the company's ability to manage and maintain a public facility?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with this company's ability to promote events and drive ticket sales?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate this company's ability to successfully attract and manage a wide variety of event's both small and large?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. How would you rate this company's ability to work with entertainers, civic leaders and the public in a professional and courteous manner?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

7. With which aspect(s) of this company's service are you most satisfied?
COMMENTS:

8. With which aspect(s) of this company's service are you least satisfied?
COMMENTS:

9. Would you recommend this company to your organization again?
COMMENTS:

****Thank you for taking to time to respond to this questionnaire!**

APPENDIX G
RESIDENT BUSINESS CERTIFICATION

New Mexico Resident Business Preference

The State of New Mexico Procurement Code mandates a New Mexico Resident Business Preference on all bids and request for proposals (RFP).

Qualified resident businesses will be given a 5% preference on all bids. When bids are evaluated, New Mexico Businesses registered with the Department of Taxation and Revenue, will have its bid reduced by a factor of 5%.

Qualified resident businesses will be given a 5% preference on all RFP's. When proposals are evaluated, New Mexico resident businesses that are registered with the Department of Taxation and Revenue, will receive an additional points equivalent to 5% of the total points possible for award.

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans and contractors will have to obtain a preference number with the NM Department of Taxation & Revenue. For additional information please call 505-827-0951.

Qualifications

A. To receive a **resident business preference** pursuant to Section 13-1-21 NMSA 1978 or a **resident contractor preference** pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid **resident** business certificate or valid **resident** contractor certificate issued by the taxation and revenue department.

B. An application for a **resident** business certificate shall include an affidavit from a certified public accountant setting forth that the business is licensed to do business in this state and that:

(1) the business has paid property taxes or rent on real property in the state and paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit;

(2) if the business is a new business, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the business is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the business either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the business is a previously certified business or was eligible for certification, the business has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same commercial enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

C. An application for a **resident** contractor certificate shall include an affidavit from a certified public accountant setting forth that the contractor is currently licensed as a contractor in this state and that:

(1) the contractor has:

(a) registered with the state at least one vehicle; and

(b) in each of the five years immediately preceding the submission of the affidavit: 1) paid property taxes or rent on real property in the state and paid at least one other tax administered by the state; and 2) paid unemployment insurance on at least three full-time employees who are **residents** of the state; provided that if a contractor is a legacy contractor, the requirement of at least three full-time employees who are **residents** of the state is waived;

(2) if the contractor is a new contractor, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the five years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the contractor is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the contractor either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the contractor is a previously certified contractor or was eligible for certification, the contractor has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

D. The taxation and revenue department shall prescribe the form and content of the application and required affidavit. The taxation and revenue department shall examine the application and affidavit and, if necessary, may seek additional information to ensure that the business or contractor is eligible to receive the certificate pursuant to the provisions of this section. If the taxation and revenue department determines that an applicant is eligible, the department shall issue a certificate pursuant to the provisions of this section. If the taxation and revenue department determines that the applicant is not eligible, the department shall issue notification within thirty days. If no notification is provided by the department, the certificate is deemed approved. A certificate is valid for three years from the date of its issuance; provided that if there is a change of ownership of more than fifty percent, a **resident** business or **resident** contractor shall reapply for a certificate.

E. A business or contractor whose application for a certificate is denied has fifteen days from the date of the taxation and revenue department's decision to file an objection with the taxation and revenue department. The person filing the objection shall submit evidence to support the objection. The taxation and revenue department shall review the evidence and issue a decision within fifteen days of the filing of the objection.

F. If, following a hearing and an opportunity to be heard, the taxation and revenue department finds that a business or contractor provided false information to the taxation and revenue department in order to obtain a certificate or that a business or contractor used a certificate to obtain a **resident** business or **resident** contractor **preference** for a bid or proposal and the **resident** business or contractor did not perform the percentage of the contract specified in the bid or proposal, the business or contractor:

(1) is not eligible to receive a certificate or a **preference** pursuant to Section 13-1-21 or 13-4-2 NMSA 1978 for a period of five years from the date on which the taxation and revenue department became aware of the submission of the false information or the failure to perform the contract as specified in the bid or proposal; and

(2) is subject to an administrative penalty of up to fifty thousand dollars (\$50,000) for each violation.

G. In a decision issued pursuant to Subsection E or F of this section, the taxation and revenue department shall state the reasons for the action taken and inform an aggrieved business or contractor of the right to judicial review of the determination pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

H. The taxation and revenue department may assess a reasonable fee for the issuance of a certificate not to exceed the actual cost of administering the taxation and revenue department's duties pursuant to this section.

I. The state auditor may audit or review the issuance or validity of certificates.

J. For purposes of this section:

(1) "new business" means a person that did not exist as a business in any form and that has been in existence for less than three years;

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.

EXHIBIT "A"

MAINTENANCE AND REPAIR RESPONSIBILITIES

1. Contractor shall be solely responsible for the provision of all regular and necessary janitorial services. Contractor shall keep the WGPAC thoroughly cleaned in accordance with best industry standards, including without limitation the following duties:

A. Contractor shall routinely clean the interior of all facilities and remove all trash from the exterior areas of WGPAC.

B. After the conclusion of an event at or use of the WGPAC, Contractor shall, or have another, clean that portion or portions of the WGPAC that was used, including, but not limited to all restrooms, public areas and back of house areas, and parking lot.

C. Contractor shall provide all:
Janitorial and cleaning supplies; and
Restroom accessories and supplies.

2. **City's Responsibilities.** The City shall be responsible for repair or replacement as the City deems necessary of:

- A. Building structural components;
- B. Interior and exterior walls and windows;
- C. Interior and exterior painting;
- D. Floor coverings, carpeting, and tile;
- E. Roof;
- F. Drop ceilings;
- G. Water, sewer, and electrical service lines;
- H. Plumbing fixtures;
- I. Electrical fixtures including electrical outlets, switches, dimmers, and breakers, and general house lighting fixtures, light bulbs and tubes;
- J. Heating and cooling systems;
- K. Sidewalks;
- L. Parking lots and parking lot lights;
- M. Digital sign;
- N. Landscape irrigation systems; and
- O. Grounds maintenance

EXHIBIT "B"

Monthly Operation and Management Reports Minimum Content

1. A list of the uses of and events held at the WCPAEC during the time period covered by the report including the number of persons attending each event;
2. A list of the uses and events booked the time period covered by the report; and
3. A list of all events booked at the WCPAEC including the name of the host, sponsor, person or entity booking the event, and dates booked. The City understands that an event may be cancelled after it has been booked; and
4. A list of all previously scheduled events that have been cancelled; and
5. An accounting of all damage deposits, fees, commissions, or other charges collected, charged, and/or returned by Contractor, during the time period covered by the report; and
6. Income and expenses for the time period covered by the report delineating both the City's and Contractor's portions in percentages and dollars; and

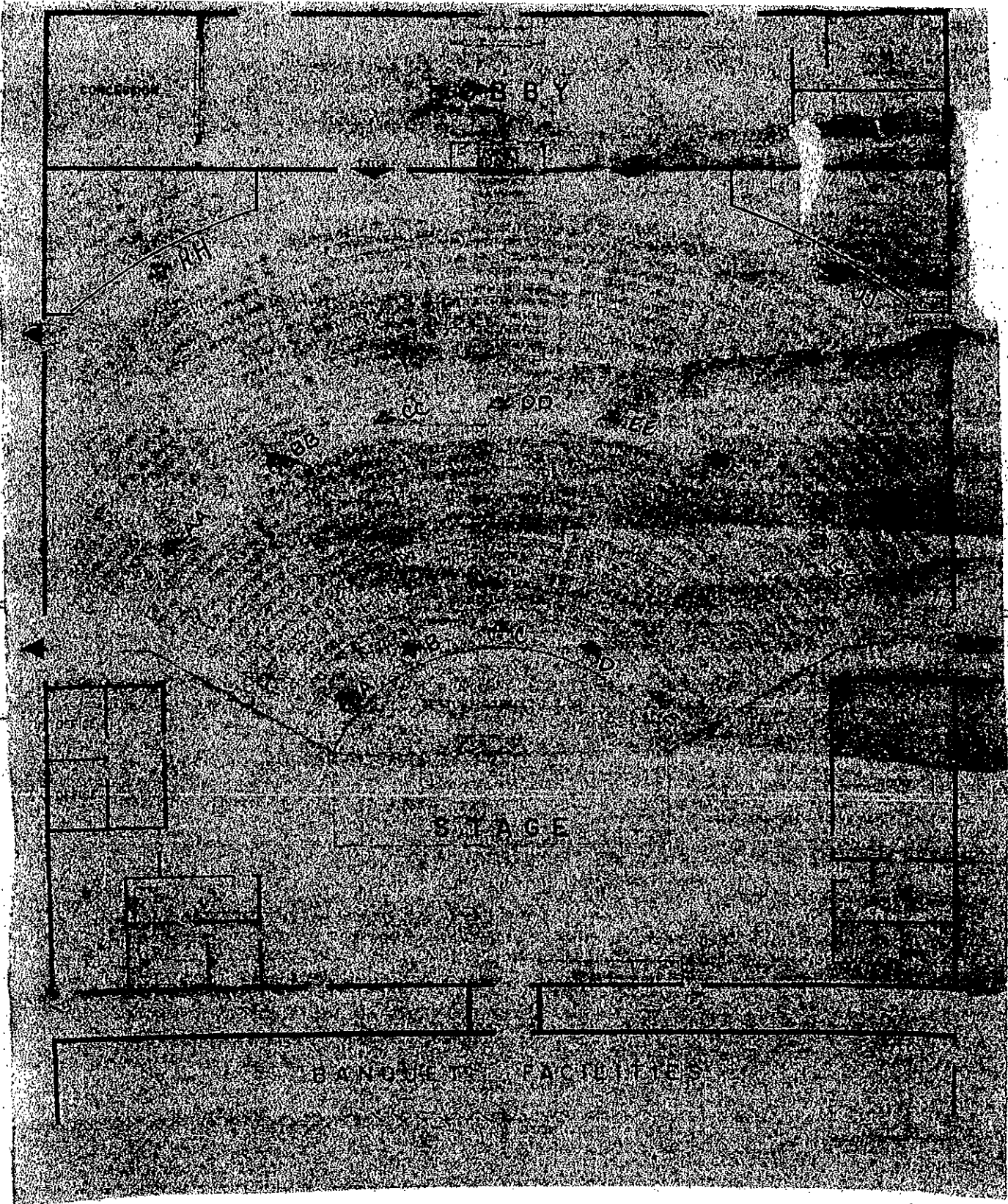


EXHIBIT "D"

Equipment and Furnishings

CITY OF CARLSBAD:

Sculpture by Ryan Henel, 2003, *Art in Public Places* to remain in place as is per stipulation of gift.
See attached inventory list.

NEW MEXICO STATE UNIVERSITY CARLSBAD:

Baldwin SDS Grand Piano (& stool) valued from \$9,000 to \$19,000
Fly Grid for Phoenix speakers X 3
Cables
Mole Richardson in betweenie 210 W kits U407943
Mole Richardson in betweenie 210 W kits U407944

Equipment Description	Model	Serial #	NMSU Tag #	Cost
7 EV Amplifiers in 1 Case	CP 4000S		U421941	\$11,893.00
7 EV Amplifiers in 1 Case	CP 4000S		U421943	\$11,893.00
6 EV Amplifiers in 1 Case	CP 4000S		U421939	\$10,194.00
Sound Processor		D17034811619	U421942	\$1,085.00
Sound Processor		D170348-11623	U421940	\$1,085.00
ETC Lighting Control System	Express	89000967	U421944	\$4,320.00
Yamaha 48 Channel Mixer in Case	M7CL-48	86792832111	U421936	\$17,249.00
Leprecon 48 Channel Dimmer Rack (4) plus cart	Mx-2400	10273896-12-2007	U421937	\$16,981.88
Leprecon 48 Channel Dimmer Rack (4) plus cart	Mx-2400	1027871-7-25-2007	U421938	\$17,409.39
Speaker	EV2181	07152M0595	U421954	\$1,835.00
Speaker	EV2181	07274M0312	U421955	\$1,835.00
Speaker	EV2181	07235M0848	U421956	\$1,835.00
Speaker	EV2181	07152M0708	U421957	\$1,835.00
Speaker	EV2181	07226M0314	U421958	\$1,835.00
Speaker	EV2181	07264M0472	U421959	\$1,835.00
Speaker	EV2181	07274M0313	U421960	\$1,835.00
Speaker	EV2181	07263M0260	U421961	\$1,835.00
Speaker	EV2181	07235M0849	U421962	\$1,835.00
Speaker	EV2181	07263M0259	U421963	\$1,835.00
Speaker	EV2181	07254M0631	U421964	\$1,835.00
Speaker	EV2181	0726M0315	U421965	\$1,835.00
Speaker	EV2152	07264M0491	U421872	\$2,715.00
Speaker	EV2152	07267M0518	U421873	\$2,715.00
Speaker	EV2152	07227M1345	U421874	\$2,715.00
Speaker	EV2152	07227M1365	U421875	\$2,715.00
Speaker	EV2152	07240M0151	U421876	\$2,715.00
Speaker	EV2152	07240M0152	U421877	\$2,715.00
Speaker	EV2152	07227M1366	U421881	\$3,254.00
Speaker	EV2152	07264M0490	U421882	\$3,254.00
Speaker	EV2152	07240M0150	U421883	\$3,254.00
7 - 10 Foot Sections Medium Duty Truss				\$5,450.09
4 - 20 in Extruded Pick up Bar with 5/8 Shackle				\$916.00
Light Bar with 24 HPL 750wt Nights				\$10,184.40
Light Bar with 54 Silver Par Can lights				\$8,436.99
Par 64 Lamps Medium and Narrow				\$3,023.86
18 - Light Bars 90in L/SOC 90 Lamp				\$8,436.99
Cabeling for Lighting System				\$9,995.61
Total				\$195,310.21

Table with columns: ACCOUNT, ASSET, ID, DESCRIPTION, MODEL, MAKE, YEAR, ACQUIRE, LAST, DATE, INCL, LIFE, SER., INCL, AMOUNT, PRICE, AMOUNT, CARRIER, VALUE, ACCUMULATED, BALANCE, VALUE, NET VALUE

Table with columns: NC, ED, RD, LE, MODEL, MAKE, YEAR, ACQUIRE, LAST, DATE, INCL, LIFE, SER., INCL, AMOUNT, PRICE, AMOUNT, CARRIER, VALUE, ACCUMULATED, BALANCE, VALUE, NET VALUE

FORM 101

PAGE 4

8/05/13

CITY OF CHICAGO
EMPLOYMENT DATA CENTER

OFFICER	CL	AGENCY	ID	DESCRIPTION	EMPL.	DATE	LAST DATE	TYPE	EMPL.	EMPL.	ORIG.	AMOUNT	TRAIL	CUMUL.	TOTAL	ACCRUED	SCHEDULE	VAL.	VAL.
18-0180-00010-000100		1329 POLICE TRAINING	1329	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1330 POLICE TRAINING	1330	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1331 POLICE TRAINING	1331	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1332 POLICE TRAINING	1332	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1333 POLICE TRAINING	1333	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1334 POLICE TRAINING	1334	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1335 POLICE TRAINING	1335	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1336 POLICE TRAINING	1336	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1337 POLICE TRAINING	1337	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1338 POLICE TRAINING	1338	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1339 POLICE TRAINING	1339	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00
18-0180-00010-000100		1340 POLICE TRAINING	1340	18/08/2013	18/08/2013			M	48	48	37.00	37.00	0.00	37.00	37.00	0.00	0.00	0.00	0.00

PREPARED BY: PWD
CITY OF OMAHA
POLICE DEPARTMENT

ACCOUNT	DU	INVENTORY	MODEL	ACQ. DATE	DATE	TIME	INSTR.	ORIG. AMOUNT	PRICE ADJ.	COMMENTS	TOTAL DEPRECIATION	BALANCE VALUE	EST. VALUE
3465 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3466 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3467 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3468 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3469 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3470 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3471 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3472 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3473 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3474 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3475 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3476 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3477 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3478 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3479 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3480 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3481 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3482 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3483 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3484 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3485 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3486 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3487 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3488 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3489 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3490 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3491 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3492 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3493 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3494 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3495 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3496 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3497 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3498 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3499 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00
3500 VIKO STACK CHAIR			1392	05/24/1992	06/20/2009		50	25.40			25.40	0.00	0.00

FIELD ASSETS BY FUND
CITY OF CHICAGO
PERFORMING ARTS CENTER
ACCT NO 12

ACCT	ASSET ID	DESCRIPTION	MON	ACQ	LAST	DATE	TYPE	DEPR.	ORIG	PRIN	CHRG	TOTAL	REMA	NET
			TH	DATE	DATE		INCL	AMOUNT	AMOUNT	AMOUNT	AMOUNT	VALUE	VALUE	
12-0110-00010-000000	3720	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3721	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3722	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3723	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3724	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3725	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3726	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3727	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3728	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3729	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3730	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3731	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3732	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3733	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3734	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3735	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3736	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3737	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3738	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3739	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3740	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40
12-0110-00010-000000	3741	VIRCO STACK CHAIR	1972	05/26/1972	06/10/2009	K	60	26.40		.00	.00	26.40	.00	26.40

DEFICIT
 FIXED ASSETS RE FUND
 8/08/73
 8/08/73

CITY OF CHARLESTON
 PERFORMING ARTS CENTER
 A/C 70 70 18

SL	ASSET	ACQUISITION	DATE	ACQ. PRICE	DEPR. INC.	NET VALUE	ASSET VALUE	DEPR. VALUE	NET VALUE
61	ACCOUNT			107194.79	14766.28	215361.19	14766.28	14766.28	215361.19
				48187.44					48187.44
									112584.47

CITY OF CHARLESTON