

# County of Curry



## Request for Proposals No. 2018/19-06

### Management Services For The Curry County Events Center and Fairgrounds

Issue Date:

**June 19, 2019**

Proposal Due:

**July 25, 2019**

Time: 2:00 p.m.

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

Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2018/19-06 Do Not Open"

Curry County Administration

RFP No. 2018/19-06 Management Services for the Curry County Events Center and Fairgrounds  
Commodity Code #95815, 95878, 95816

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The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified management service providers to provide management services of the Curry County Events Center and Fairgrounds.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than **July 25, 2019** at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal. The Curry County Commission may also request an oral presentation by the highest ranked applicant(s).

**IMPORTANT:**

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

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact by email, Purchasing Agent Troy Hall at [thall@currycounty.org](mailto:thall@currycounty.org) immediately for clarification and/or consideration of an addendum.

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

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

Troy Hall  
Purchasing Agent/  
Procurement Officer  
[thall@currycounty.org](mailto:thall@currycounty.org)

## **INTRODUCTION**

The County of Curry is seeking proposals from qualified management firms, which are in the business of managing and operating similar public assembly and events facilities, to manage the Curry County Events Center including the County Fairgrounds. The management and operation of the Events Center and the Fairgrounds will include food services, alcohol services, planning, organizing, promoting, directing, booking, marketing, ticketing, controlling, security, cleaning, facility maintenance and other similar related services customarily provided pursuant to a management and operation agreement.

Curry County, founded in February 1909, is located on the far eastern state line, adjacent to the State of Texas, forming part of the region of Eastern New Mexico. Curry County encompasses 1,408 square miles, is the third smallest county in New Mexico and is made up of mostly flat, semi-arid high plains land. Clovis is the County seat with a total County population of over 50,000 and is just seven (7) miles from Cannon Air Force Base, home of the 27<sup>th</sup> Special Operation Wing consisting of 4,806 active duty personnel and 5,416 family members with another 5,973 military retirees in the area.

Curry County has the opportunity to feed off of the events and entertainers that make the circuit with our larger neighbors such as Amarillo and Lubbock in the West Texas area. Curry County is in unique position in the Eastern New Mexico/West Texas area where attendees come from many different locations to attend events.

The Curry County Events Center is located only about two (2) miles from the Clovis Community College. Clovis Community College is an accredited institution with accreditations in the Nursing Program, Radiologic Technology Program and the Automotive Technology Program. The Curry County Events Center is also only twenty (20) miles away from the rapidly growing Eastern New Mexico University that has an enrollment of 6,015 in Portales, NM. Eastern New Mexico has earned a 97% student satisfaction rate and ranked as a top 10% most affordable of 81 public Southwest Four-Year Universities. ENMU has the lowest tuition of four-year Universities in the State of New Mexico. The Curry County Events Center has a great opportunity to take advantage of the rapidly growing university and community college and provide events and entertainment to the college aged students in the area without the travelling distance for the students

Curry County's economy is based on farming, ranching, dairies, Cannon Air Force Base, railroad and retail trade. The County leads New Mexico in corn, wheat and sorghum production. With an elevation of 4,280 feet, the area enjoys a relatively moderate climate. Summers are warm with few extremes of heat and winters are cool with only a few extremes of cold. Minimal snowfalls occur each winter and rainstorms are welcome in the summer. With over 300 days of glorious sunshine a year, Curry County is a wonderful environment to host a special event or activity.

Curry County is friendly community where people know each other and enjoy getting together to socialize at many of the special activities and events, such as the Curry County Fair, Pioneer Days Rodeo, Dairy Fest, and Clovis Music Festival to name a few. The County has an array of first-class accommodations, dining and shopping opportunities. Local attractions include the Norman Petty Studios Museum, The Black Water Draw Museum and Archeology site, Hillcrest Park and Zoo, Clovis Depot Model Train Museum, St. Bernard Farms, Red Arrow Entertainment, Windrush Alpacas, FuNdAyZ and others.

## **BACKGROUND**

The Events Center is a comprehensive, year-round facility, offering facilities for equestrian events such as rodeos, horse shows, sales, as well as other agricultural related programs, sporting events, trade shows, concerts, family entertainment and community events. The Curry County Events Center is located 1900 East Brady, Clovis, NM 88101.

The Events Center is a multi-functional fully equipped facility designed to accommodate a variety of events including rodeos, livestock sales, dog shows, concerts, circuses, trade shows, conventions, weddings, sporting events, graduations and a vast array of other hosting opportunities for private and public special events. With approximately 96,000 square feet, the climate-controlled, indoor arena includes spectator seating for approximately 3,300 people (including 294 premium seats) and availability of an additional 3,200 seats on the arena floor. The facility includes a food preparation area. Curry County owns two (2) governmental liquor licenses from the State of New Mexico Regulation and Licensing Department, Alcohol and Gaming Commission (AGC) for the sale of alcoholic beverage; #9053 for the Special Events Center and #9067 for the indoor pavilion/food barn. The licenses may be leased to the selected management company who will be required to strictly comply with the terms and conditions of said liquor license, and any and all New Mexico laws, rules and regulations pertaining to the sale and/or consumption of alcoholic beverage at the facility.

The Curry County Fairgrounds is the site of a collection of recreational facilities, built by Curry County, New Mexico ten (10) years ago. At present, the Fairgrounds encompasses 90 acres located at 600 South Norris, Clovis, NM 88101. There is 71,656 square feet of exhibit area, an indoor pavilion, a covered show area, an entertainment area and an outdoor grandstand with seating for 3,500. There is 44,304 square feet of auxiliary space for the housing of livestock and horses.

## **SCOPE OF SERVICES**

The successful offeror must provide full-time management for all areas described in this RFP. In addition, the manager will participate in developing policies, procedures, rate schedules, service pricing and lease agreement terms and conditions. Offeror will establish a plan and budget for sales, marketing and public relations in coordination with County management. Offeror will develop a plan to generate enough income to offset some of the expenses of the County with goals of being self-funded.

Offeror will communicate with the County Manager regarding day to day operations. Individual elected Commissioners of Curry County cannot direct or get involved in the day to day operation or otherwise be involved in the agreement, in its implementation, or in the offerors performance of the terms and conditions set forth in the agreement. Offeror shall not act upon in reliance on or at the request of any elected Commissioner or Commissioners unless said action is taken in a duly called public meeting and approved by a majority vote of the Board of County Commissioners of Curry County. Curry County Manager, is the offeror's contact person and offeror will communicate directly with the County Manager or his designee unless offeror is given other instructions from the Board of County Commissioner of Curry County, acting in a public meeting.

## **OFFEROR'S DUTIES**

Offerors obligations under the agreement shall consist of the following obligations, all of which are subject to the terms hereof:

1. Manage all aspects of the Events Center and Fairgrounds, and each of the individual buildings and components thereof, both individually and collectively, in accordance with the terms in this Request for Proposal, including but not limited to managing the food and beverage service, ticketing, receipt, handling, deposit of funds, purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office admission procedures, parking (only in connection with events in the facility), and general user services
2. Establish and adjust prices, rates and schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Offeror may deviate from the established rate schedule when entering into any such agreements if determined by offeror, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation. Offeror shall have the flexibility in adjusting rate schedules if concession sales equal or exceed a certain amount or if the revenue will be made up from additional services.
3. Administer, manager and oversee the sale of alcoholic beverages in the Events Center under County's liquor license pursuant to any and all applicable New Mexico laws, rules and regulations. Where alcohol will be sold and/or made

available for any public event, offeror shall ensure that a “non-drinking area” is also made available for patrons attending said event and not desiring to drink or be situated next to individuals who are consuming alcoholic beverages. The offeror will execute a lease with the County regarding the governmental liquor license and offeror must comply with all terms, provisions and requirements of said lease.

4. Procure, negotiate, execute, administer and assure compliance with Service Contracts, Concession Agreements, and other contracts related to the operation of the Events Center and Fairgrounds.
5. Require that all material vendors and licensees of the facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.
6. Offeror shall provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Events Center with their proposal that the County will approve. Offeror shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the County. Offeror's shall be responsible for obtaining legal advice or assistance hereunder when developing standard form contracts.
7. Operate and maintain the Events Center, including the equipment utilized in connection with its operation and any improvements made during the term of the agreement, in the condition received, normal wear and tear excepted.
8. Arrange for and otherwise book events at the facility in accordance with a booking schedule developed by the offeror.
9. Hire or otherwise engage, pay, supervise, and direct all personnel the offeror deems necessary for the operation of the Events Center in accordance with this RFP, and conduct staff planning, retention and training programs as determined to be necessary by the offeror in its sole discretion.
10. Maintain detailed, accurate and complete financial and other records of all its activities under this RFP in accordance with generally accepted accounting principles, which records shall be made available to the County upon request.
11. Submit to the County monthly financial and other reports detailing offeror's activities in connection with the Events Center.
12. Prepare a proposed annual operating budget and submit each proposed budget to the County for approval.
13. Pay all operating expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Events Center from the operating account or with funds otherwise made available by the County.
14. Secure, or assist the County (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Events Center for the specific events to be held therein, and for the general occupancy of the Events Center. The County shall cooperate in this process to the extent reasonably

- required. All cost associated with this process shall be operating expenses. With respect to the liquor licenses, the County shall secure each license in its name, and shall lease each license to the offeror so that the offeror may operate under them to sell and serve alcoholic beverages at the Events Center and Fairgrounds.
15. Collect, deposit and hold in escrow in the Event Account, within 24 hours, any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event.
  16. Collect in a timely manner and deposit within 24 hours in the operating account all revenue.
  17. Subject to the County making available sufficient funds in a timely manner, pay all taxes.
  18. Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the facility.
  19. Prepare, maintain and implement on a regular basis, subject to the County's approval, a Marketing Plan for the facility.
  20. Manage and oversee the sale of commercial, naming rights and signage at or in connection with the facility.
  21. On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the facility, and deliver a written report of the foregoing to County. Offeror shall comply with all County policies regarding asset management. Offeror shall document all major damage to, or loss in, such inventory during the term as soon as damage or loss is discovered by offeror, and offeror shall promptly notify County of any such damage or loss.
  22. Purchase, on behalf of the County and with County funds, and maintain during the term of the agreement, all materials, tools, machinery, equipment and supplies necessary for the operation of the facility.
  23. As agent for the County, manage risk management and facility insurance needs.
  24. Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Offeror shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the County, shall be deemed the property of the County.
  25. Cause such other acts and things to be done with respect to the Events Center and Fairgrounds, as determined by the County in its reasonable discretion to be necessary for the management and operation of the Events Center and Fairgrounds.

## **OWNERSHIP; USE OF THE FACILITY**

- Ownership of Facility, Date, Equipment and Materials. The County will at all times retain ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the term, at the facility. Any data, equipment or materials furnished by the County to the offeror or acquired by offeror as an operating expense shall remain the property of the County, and shall be returned to the County when no longer needed by offeror to perform under this agreement. Offeror shall be responsible for all assets at the Events Center and shall perform regular and routine maintenance and servicing of County equipment at the facility. If equipment is misplaced, stolen or damaged, the County Manager shall be notified in writing, within 24 hours. If assets are misplaced, stolen or damaged due to the misconduct of the offeror's employees, offeror shall be responsible for said damage costs. Notwithstanding the above, County shall not have the right to use any third party software licensed by the offeror for general use by the offeror at the Events Center and Fairgrounds and other facilities managed by the offeror, the licensing fee for which is proportionately allocated and charged to the facility as an operating expense; such software may be retained by offeror upon expiration or termination hereof.
- Right of Use 2by Manager. The County gives the offeror the right and license to use the Events Center and Fairgrounds, and offeror will accept such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Events Center and Fairgrounds. The County will provide the offeror with a sufficient amount of suitable office space in the facility and with such office equipment as is reasonably necessary to enable the offeror to perform its obligations under the agreement. In the event the offeror determines that it needs additional space, it shall notify the County in advance, in writing and provide sufficient information and details to allow the County to determine whether the new or additional space, furniture, equipment etc. is necessary or required. The County will provide, at no cost, parking spaces adjacent to the facility for all of the offeror's full-time employees and for the facility's event staff
- Maintaining Tradition. Offeror must acknowledge that the County uses the facility to provide quality of life events for the residents of Curry County including but not limited to, the Curry County Fair and the Pioneer Days Rodeo. In performing its services, the offeror must agree to use good faith efforts to maintain the heritage, tradition and flavor of the Curry County Fair, as well as other events and activities that have an established ongoing tradition in Curry County. Offeror must understand that the County has a Fair Board that is comprised of members who

are elected by the residents of Curry County. Offeror must work with the Curry County Fair Board and any committee(s) established by the Board of County Commissioners of Curry County with regard to the annual Curry County Fair. Unless the offeror believes in its professional business judgment otherwise (in which case it may act according to its business judgment), offeror shall accept the recommendations and input from the Board of County Commissioners of Curry County in a public meeting with regard to the operation of activities and events at the Curry County Fair.

The offeror and County will execute a Lease Agreement for the County Governmental Liquor License. Offeror must agree and acknowledge that alcohol will not be dispensed or sold at events at the facility that are open to the public and are specifically targeted for youth. Such events shall include but are not limited to: High Plains Junior Rodeo, Circuses, School Graduations, Farm Safety Day, Kids, Kows and more events, 4H Events, High School and Junior High Rodeos and other similar activities that are public events and are targeted to youth. This does not pertain to the Curry County Fair Concerts.

- Use of Equipment County has certain pieces of machinery and equipment that are used, or may be used, in the maintenance, upkeep and/or preparation of the Events Center and Fairgrounds. Items that are County property and, pursuant to County policy may only be operated by the offeror's employees. The Offeror and its employees only shall have the right to use said machinery and equipment at the facility. No other person shall use said machinery or equipment and said machinery and equipment may not be used anywhere other than the facility. Offeror shall be responsible and shall perform regular and routine maintenance and servicing of County equipment at the facility. If equipment is misplaced, stolen or damaged, the County Manager shall be notified in writing, within 24 hours. Maintenance and services shall also be shown and reflected on said log.
- Observance of Agreements. The offeror must pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the County is bound in connection with ownership of the Events Center and Fairgrounds.
- Use by the County. The offeror and County will mutually agree, in advance, on the dates each year on which the Events Center and Fairgrounds shall be used to hold the Curry County Fair. The Curry County Fair shall be held rent-free. Subject to availability, the offeror shall have the right to use the facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses. County shall have the right to utilize the facility at no expense (Events Center or Indoor Pavilion) for two (2) additional events each year, the Curry County

Employee Christmas Party and a Curry County Employee Summer Event. Offeror and the County will agree on dates for the Curry County Christmas party and the summer event. In addition, at least two (2) times per year, and perhaps more, County shall be able to utilize the Events Center to conduct Road Department training at no expense to the County. These activities shall be scheduled during the week, but is not to conflict with any events scheduled by the offeror. In the event the offeror determines that there is an opportunity to book a revenue producing event on a date which is otherwise reserved for use by the County for a non-commercial use, the offeror may propose alternate dates for the County's event. Such use of the facility by the County will not compete with or conflict with the dates previously booked by the offeror for paying events, not consist of normally touring attractions (such as concerts and family shows), be booked in advance upon reasonable notice to offeror pursuant to the facilities booking policies and rates. Upon request of the County, the offeror shall provide to the County a list of available dates for County use of the facility.

Offeror shall authorize County personnel and County's elected officials to have access to the facility during the normal business hours and upon reasonable advance notice to offeror, for the purpose of giving tours, inspecting the facility and other similar activities provided that access to the back-of-house or other private areas of the facility not be permitted during events.

- Disaster Recover Location Curry County has prepared a Disaster Recovery Program and has designated a portion of the facility as a disaster recovery location. Offeror will be provided information pertaining to the Curry County Disaster Recovery Plan and must agree and understand that in the event of a disaster, the facilities will be used and/or utilized in any manner so designated, determined or established by said Disaster Recovery Plan. Offeror and County understand that the offeror will be contracting with third parties for use of the facility and that such third parties' use may be affected (through, for example, a change to, or cancellation of, their event) if and when the facility is utilized under any disaster recovery plan. To minimize the effects of such use, offeror shall include a "force majeure" provisions in each third party agreement respecting use of the facility with "force majeure" defined to include any event which would cause the County to assume control of the facility under the Disaster Recovery Plan. If any liability arises from a change or cancellation of such third parties' event in connection with utilizing the facility under a disaster recovery plan, County shall assume such liability and the offeror will have no liability in connection therewith.

## **Personnel**

All facility staff and other personnel shall be engaged or hired by the offeror, and shall be employees, agents or independent contractors of the offeror and not of the County. Offeror shall select, in its sole discretion but subject to the County's right to approve the operating budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment. The offeror must use reasonable and prudent judgment in the selection and supervision of such personnel. The County specifically agrees that the offeror shall be entitled to pay its General Manager, as an Operating Expense bonus in accordance with the offeror's then current employee manual and as outlined in the Management Agreement.

The offeror will provide the County with a copy of the employee manual. The offeror shall provide the County with a copy of any and all modifications, addendums and/or changes to the employee manual relating to payment of bonuses during the term of the agreement or any extension thereof.

The offeror shall include an individual with managerial experience in similar facilities to serve as on-site General Manager of the facility. The General Manager shall be approved by the County, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, the offeror may, upon notice to the County, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the County's approval. The General Manager will have general supervisory responsibility for the offeror and will be responsible for day-to-day operation of the Events Center and Fairgrounds, supervision of employees, and management and coordination of all activities associated with events taking place at the Events Center and Fairgrounds.

The General Manager, or other representative from the offeror shall attend at least one (1) monthly Board of Curry County Commission Meeting, as well as the monthly Curry County Fair Board meeting and the monthly Clovis/Curry County Chamber of Commerce Board of Directors meetings and provide each group with an update on the activities and events that are planned and upcoming.

During the term and for a period of one (1) year after the end of the term, neither County or offeror nor any of their affiliates shall solicit for employment, or hire, any of the other party's employees, without the prior written approval of the said party. Offeror and County spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the other party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the other party were to breach the terms of this section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this section by the County or offeror, the other

party shall be entitled (in addition to any other rights and remedies which it may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the other party from continuing such breach, without the necessity of posting a bond. Nothing in this paragraph shall restrict or limit the offeror or its affiliates from soliciting or hiring any County employees to work at the facility on a part-time basis.

Curry County operates the Curry County Adult Detention Facility. Many of the inmates that are incarcerated at the Curry County Adult Detention Facility, upon reasonable notice being given to the Curry County Sheriff's Office and the Curry County Adult Detention Facility, could be made available to the offeror to provide labor as needed, from time to time, throughout the facility. Offeror must consider using inmate labor at the facility instead of hiring other outside, temporary employees. Any such labor utilized by the offeror shall be overseen, directed and supervised by the Detention Facility.

The New Mexico Governmental Conduct Act Section 6.5 § 10-16-1 NMSA as amended from time to time shall apply to the management agreement. The Governmental Conduct Act requires that all State and Local Government Officers and Employees in New Mexico understand their ethical responsibilities as well as the specific prohibitions and limitations that ensure that Public Officers and Employees conduct themselves solely in the interest of the public. Through the relationship of the agreement, as well as under the Governmental Liquor License Lease Agreement, the offeror will ensure that its employees adhere to the terms, conditions and requirements of the New Mexico Governmental Conduct Act in all matters with regard to their dealings.

### **Operating Budget**

The awarded offeror must provide a budget for the first six (6) months commencing January 1, 2020 and then starting July 1, 2020 to June 30, 2021, the awarded offeror will operate under a fiscal year. Offeror shall develop and submit to the Curry County Finance Department an operating budget for each subsequent operating year under the contract or any extension hereof and submit the same for approval to the Curry County Commission. The six month budget must be submitted no later than November 1<sup>st</sup> and the fiscal year budget must be prepared and submitted to the County by March 15<sup>th</sup> of each year in which the agreement is in place. The operating budget shall include the offeror's good faith projection of revenues and operating expenses, presented on a monthly basis, for the term. The County will provide the offeror with all information in its possession necessary to enable the offeror to prepare each operating budget. The County acknowledges that the offeror has experience and expertise in relation to the operation of Events Center and Fairgrounds similar to the Events Center and Fairgrounds, the projections contained in each operating budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances, as well as Events of Force Majeure, beyond the offeror's control.

Each operating budget shall be subject to the review and approval of the County, and, if provided within the time limits set forth hereinabove, such approval shall not be unreasonably withheld or delayed. Once an operating budget is approved by the County, the offeror may not modify the operating budget without the prior approval of the County. Offeror shall ensure sufficient funds are available in expense line items prior to initiating a purchase. Offeror shall report any items of concern, request for increases or transfers in any of the budget line items to the County Manager prior to any expenditure that might result in a line item going negative. Offeror shall amend the budget regularly throughout the year with approval of the County, as necessary, to reflect expectations. In order for the County to fully evaluate and analyze such budgets or any other request by the offeror relating to income and expenses, the offeror must provide the County such reasonable financial information relating to the facility as requested by the County from time to time. If extraordinary events occur during the term that could not be reasonably be contemplated at the time the corresponding operating budget was prepared, offeror may submit an amendment to such budget for review and approval by the County. If the County fails to approve any annual operating budget (or any proposed amendment thereof), the County shall promptly provide the offeror the specific reasons therefor and its suggested modifications to the offeror's proposed operating budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

The County will approve and authorize the selected offeror to create a \$20,000.00 contingency fund in the offeror's operating budget. This \$20,000.00 cannot be used without first obtaining the prior written approval of the Curry County Manager. Any request by the offeror to use any or all of the contingency fund must be in writing and must set forth sufficient facts and details to enable the County Manager to determine whether said request should be authorized. This \$20,000.00 contingency fund shall not be used and/or considered as revenue or as cash in the operating account for purposed of the offeror receiving an incentive fee.

The offeror shall use all reasonable efforts to manage and operate the Events Center and Fairgrounds in accordance with the operating budget. Without the prior consent of the County, the offeror shall not exceed, commit or contract to expend any sums in excess of the total amounts allowed in the operating budget or otherwise approved by the County, except for additional expenditures necessary to perform an emergency repair, in which event the offeror shall notify the County prior to making such repair, or expenses for services or utilities provided to the Events Center and Fairgrounds by unaffiliated third parties, the cost of which is not within the reasonable control of the offeror, such as the cost of utilities. The County will promptly respond to request by the offeror to make expenditures in excess of the operating budget, particularly when such requests relate to maintenance or repair duties. The offeror may include a contingency line item in each

year's operating budget to account for unanticipated expenses. The offeror must notify the County within thirty (30) days of any significant change or variance in the bottom line number in the operating budget, and any material increase in the total Events Center and Fairgrounds expenses from that provided in the operating budget.

### **Procedure for Handling Income**

Event Account - Offeror shall be solely responsible for the receipt, handling, accounting and shall deposit within twenty-four (24) hours or no later than the next business day after receipt, whichever is later, in the event account, all revenue received from ticket sales and advance deposits which the offeror receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the County and offeror, to provide a source of funds required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, offeror shall transfer all funds remaining in the event account including any interest accrued thereon, into the operating account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Operating Account - All revenue derived from operation of the Events Center and Fairgrounds shall be deposited by the offeror into the operating account as soon as practicable upon receipt (but in all events within 24 hours of receipt). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth, but the offeror shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in the RFP, without needing to obtain the co-signature of a County's employee or representative.

The County has the right to request audits to ensure the offeror is in compliance with fiscal rules set forth in this document. In the event any such audits reveal any violations of the agreement, the offeror shall promptly take steps to cure the violations, including, if request by the County, development of an action plan to cure such violations. If any such violations are material in the context of this RFP or the agreed upon agreement, the County may notify offeror of its failure to comply with the terms of this RFP and the agreement. In the event the offeror disagrees with any particular finding, or fails/refuses to comply with the same, the offeror and County will meet and attempt to resolve the same. If a mutual resolution of the audit finding cannot be reached, then, at that time, offeror is to comply with such finding. Offeror has an obligation, pursuant to its management responsibilities, to look into and investigate any suspicion of theft, wrong doing and/or non-compliance by any of its agents or employees, with regard to the terms and conditions of this RFP and the agreed upon agreement and the New Mexico Governmental Liquor License Agreement. Offeror shall, at its own expense, conduct said investigation and, in the event it is determined there has been any theft or non-

compliance, County will be notified in writing of the same. County will not pay for the offeror's audits, travel or any other related cost incurred by the offeror to perform any said audits, and/or investigations.

In the event that the offeror's corporate offices conducts, or engages/employs any other person, firm or entity to conduct any outside audits regarding or pertaining to the Events Center and Fairgrounds, the agreement or any aspect of the management of the Events Center and Fairgrounds or the implementation of any aspect of the agreement, a true and correct copy of the same shall also be forwarded to Curry County Finance Department. Should the offeror's corporate offices conduct any internal audit, County shall be provided with a summary of said audit as it relates to operational and financial issues, within thirty (30) days of the date of the audit or the report.

## **FUNDING**

Offeror shall pay all items of expense for the operation, maintenance, supervision and management of the Events Center and Fairgrounds from the funds in the operating account, which the offeror may access periodically for this purpose. Prior to withdrawing funds from the operating account made payable to the offeror, offeror shall obtain written approval for the expenditure from the County Manager or County Finance Director, who shall provide such approval so long as the expense is within an approved operating budget. A copy of said written authorization shall be attached to all the supporting documentation for the expenditure and maintained with the offeror's records. The operating account shall be funded with amounts generated by operation of the Events Center and Fairgrounds, or otherwise made available to the County. To ensure sufficient funds are available in the operating account, County will deposit (or allow to remain) in the operating account, on or before the effective date, the budgeted or otherwise approved expenses for the month beginning on the effective date. The County will thereafter, on or before the 1<sup>st</sup> day of each succeeding month following the effective date, deposit (or allow to remain) in the operating account the budget or otherwise approved expenses for each such month. Offeror shall have no liability to the County or any third party in the event the offeror is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to the offeror to pay such expenses in a timely manner.

County desires to offset a portion of the operation, maintenance and management fees for the facility through commercial naming rights and signage. Offeror shall, during the course of the agreement, use commercially reasonable efforts to diligently maintain the current number of sponsors for commercial naming rights and signage and increase the number of sponsors for commercial naming rights and signage. Offeror shall develop a plan aimed at increasing sponsorships in the Events Center and Fairgrounds. Offeror shall research other similar event centers and shall devise a scale of cost for sponsorship at both the Events Center and Fairgrounds Building and shall present the same to the

Curry County Board of Commissioners each year during the term of the contract, for approval. Offeror shall also submit a proposed sponsorship goal within the yearly budget. The offeror will include written comments to these projections as to explain market conditions and how it affects the goal. County will have the right to accept or make reasonable modifications to this goal. Offeror shall develop a plan aimed at increasing sponsors in the facility and present to the county Commission annually.

### **FISCAL RESPONSIBILITY; REPORTING**

Offeror shall keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Events Center and Fairgrounds. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of the offeror under the contract. The County shall have the right to audit and inspect such records from time to time during the term, upon reasonable notice to the offeror and during the offeror's ordinary business hours. County handles all of its operations under a cash basis accounting system. Offeror shall provide its financial statements and reports to County pursuant to an accrual basis account, but shall on a quarterly basis (at the end of each of March, June, September and December) provide to County a supplemental cash-basis financial statement showing all revenue and operating expense from such quarter on a cash-basis.

Offeror shall provide to the County, within thirty (30) days after the end of each month during the term, financial reports the facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, offeror must provide to the County a summary of bookings for each month, and separate cash receipts and disbursements reports for each event held at the facility during such month. Additionally, offeror shall submit to the County, or shall cause the applicable public depository utilized by the offeror to submit to the County, on a monthly basis, copies of all bank statements concerning the event account and the operating account.

Offeror shall report to the Curry County Board of Commissioners at one of its regularly scheduled public meetings, no later than forty-five (45) days following the Curry County Fair on the attendance of said Fair and on or before that date, provide a detailed statement of revenue and expenses pertaining to said County Fair.

### **CAPITAL IMPROVEMENTS**

The County shall be solely responsible for all approved capital expenditures at the facility; provided, however, the County shall be under no obligation to make any capital expenditures proposed by the offeror, and provided further that the offeror shall have no liability for any claims, costs or damages arising out of a failure by the County to make

any capital expenditures. Offeror shall not make any capital expenditures without County's prior approval and funding of such capital expenditures.

Offeror prior to signing the agreement must inspect the overall condition of the facility and the operating equipment therein and report in writing any items requiring immediate major maintenance or repair, except possibly certain electrical panels. Offeror shall, at the time of submission of each annual operating budget to the County, provide to the County a schedule of capital improvements it determines to be necessary at the Events Center and Fairgrounds and requiring a capital expenditure, for the purpose of allowing the County to consider for inclusion such projects in its budget for the ensuing year and to prepare and update a long-range capital expenditure budget.

Offeror shall be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing, as well as "emergency repairs" (defined as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the facility threatening persons or property), and offeror shall be reimbursed for the costs associated with the foregoing from the operating account or otherwise by the County. Prior to any work being performed, whether it is minor repair, maintenance, preventative maintenance or equipment servicing, offeror shall obtain the prior written approval from the County through the Facilities Maintenance Superintendent. With the Events Center being over ten (10) years old, offeror shall address items for improvement. Offeror shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class necessary to bring said equipment back up to at least existing standards. Offeror shall maintain, and keep current during the term of this contract a written log which reflects any and all maintenance and servicing performed by the offeror or at County's request said log shall be made available and or copies of the same provided to the County, upon request. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the County, shall be deemed the property of the County. County has entered into a contract with Facility Dude for a software program to record maintenance of the County's property and equipment. Prior to any work, maintenance, or servicing, offeror will submit all work orders to the County's point of contact for placement and tracking in the Facility Dude program. Unless impractical, or for other reasons approved by the County, offeror shall first use the services of those contractors that the County may have under written contract, to perform the repairs, maintenance and services.

## **EVENTS CENTER AND FAIRGROUNDS CONTRACTS AND POLICIES AND PROCEDURES**

Offeror shall administer and assure compliance with all contract relating to the Events Center and Fairgrounds operations in effect as of the effective date of this agreement. Offeror will be provided with copies of any such contracts executed by the County.

Curry County has a liquor licenses in place which covers the Events Center and the indoor pavilion. Offeror will be solely responsible for the sale/consumption of alcohol or alcoholic beverages in the facilities during the term of the agreement or any extension hereof. Offeror shall, at all times, strictly comply and ensure strict compliance by its employees and agents with any and all New Mexico laws, rules and regulations pertaining to the sale and/or consumption of alcoholic beverages at the facility; and further, shall comply with the terms and conditions of the Curry County liquor license itself. Any issues, citations, notices of violations, warnings and similar matters pertaining to alcohol or the sale or use thereof on any portion of the facilities during the term of the agreement, or any extension hereof, shall be reported to the Curry County Manager, in writing, within twenty-four (24) hours after the occurrence or offeror's notifications of the same.

Offeror shall procure and negotiate service contracts, concession agreements and other contracts related to the operation of the Events Center and Fairgrounds on behalf of the County. Offeror shall have the right to execute such contracts as agent on behalf of the County. Offeror shall ensure that each such material agreement contains standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, protecting both County and offeror, as is customary for the type of services or obligations being provided or performed by such parties. It would be desirable to utilize local contractors to provide services for the operation of the facility on behalf of the County. Offeror shall obtain the prior approval of the County (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the term of this agreement, unless such contract, by its express terms, can be terminated by the County at or following expiration of the term without penalty.

Offeror shall adhere to those policies and procedures established by the County with respect to the facility prior to the effective date of the agreement entered upon.

#### **AGREEMENT MONITORING AND GENERAL MANAGER**

Offeror shall appoint a contract administrator who shall monitor compliance with the terms of this agreement. Any changes to the contract administrator shall be in writing to the County. The County's contract administrator shall be Lance Pyle, County Manager, unless County notifies the offeror of a substitute contract administrator in writing.

#### **INDEMNIFICATION; LIABILITY FOR CLAIMS**

Indemnification by Offeror. Offeror shall agree to defend, indemnify and hold harmless the County and its officials, directors, officers, employees, agents, successors and assigns against any and all claims, causes of action, costs, expenses (including reasonable attorney's fees) liabilities, or damages (collectively, "losses") suffered by the parties, arising out of or in connection with any third party claims caused by (a) the negligent act or omission, or intentional misconduct, on the part of the offeror or any of its

employees or agents in the performance of its obligations under the agreement, or (b) breach by offeror of any of its representations, covenants or agreements made herein.

Indemnification by County. County represents that the New Mexico Constitution, as interpreted by the New Mexico Attorney General, prohibits the County from indemnifying the offeror. In the event there is a substantive change in New Mexico law permitting the County to contract for indemnification for any acts of County under this agreement, the parties may agree to meet and negotiate an indemnification amendment to the agreement within the limitations defined by such court. Notwithstanding the foregoing, County recognizes that it shall be solely responsible for any third party claims arising out of County's failure to timely pay any amount it is required to pay. County has in place and shall maintain at all times, throughout the term of this agreement or any extension hereof, an insurance policy in such minimum amounts as necessary to cover any and all claims made against the County pursuant to or under the New Mexico Tort Claims Act.

Liability of parties. Without limiting the foregoing, each of the parties will agree on behalf of itself and its agents, employees and assigns, to be responsible for the rights and obligations of each such party as set forth herein. In the event that either party should breach, fail to perform or otherwise default on any of the terms and conditions set forth herein and the other party sustains damages as a result, the non-breaching or defaulting party will be entitled to recover from the breaching party all damages which are a natural result of the other parties breach, together with reasonable attorney's fees and costs expended therewith.

Conditions to Indemnification. With respect to each separate matter brought by any third party against County for which County is entitled under the terms of this RFP to be indemnified by offeror, offeror shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the County may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the County may, at its option, assume control of such defense or resolution of offeror does not promptly and diligently pursue such defense or resolution, provided that the offeror shall continue to be obligated to indemnify the County hereunder in connection therewith; and (c) neither County nor offeror shall agree to any settlement without the other's prior written consent(which shall not be unreasonably withheld or delayed). In any event, offeror and County shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the offeror's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, County shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the offeror

of the nature of such matter and the amount demanded or claimed in connection therewith.

## **REQUIREMENTS FOR PROPOSAL**

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory “Notice to Owner of Intent to Propose” Form in order to submit a proposal**. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the services, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed fifty (50) single sided pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

## **OTHER REQUIREMENTS**

### **1. Capability and Agreement to Perform**

Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified in this RFP.

## **PROPOSAL PACKAGE**

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

1. **Letter of Transmittal:** This is a brief letter to the County which provides the following information:
  - i. Name and address of the offeror
  - ii. Names, title and telephone number of the contact person for the offeror
  - iii. A statement that the proposal is in response to this RFP.
  - iv. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the

successful proposal may become a contractual obligation if a contract ensues.

- v. A statement acknowledging and accepting the Terms and Conditions of this RFP.

## **2. Criteria #1 Background and Qualifications**

At a minimum, the offeror shall provide the following:

### **a. Qualifications and competence of the offeror and its personnel to perform the scope of work:**

Offeror must list the experience in managing public facilities, including auditoriums, arenas, exposition center and/or similar events centers. Offeror must show organizational experience and describe how various events' marketing and management relate to other services of the offeror.

### **b. Previous work experience in managing facilities similar in size and with similar services:**

Discuss, in general terms, your current involvement with Cities or Counties of the same general size and type as Curry County, which have contracted with your organization to provide management of public assembly facilities, particularly those with large arenas and/or indoor events centers. Select not more than three contributions, innovations and successes your organization has had with these facilities.

### **c. Past financial operational performance:**

Offeror shall provide past financial operational performance and proven ability of the offeror to manage facilities of similar types, as demonstrated by evaluations of previous clients. Emphasis is placed on ability to meet financial objectives and quality of work to successfully achieving stated performance standards.

### **d. Client References:**

Three references as required on the "Offeror's Reference Form". References must include a phone number and email address. References will be sent a questionnaire and points will be given on the verification of abilities and performance from the references.

**3. Criteria #2 Facilities Management Approach**

At a minimum, the offeror shall provide the following:

**a. Approach to the Engagement:**

Offeror must describe its approach to the management of the Events Center and Fairgrounds. Discuss the level of service proposed based on, and supported by, past and present at other locations, including:

- i. Include a narrative description of your organization's approach to the marketing of the Events Center and the Fairgrounds. Include the type of events to be pursued. Describe proposed initiatives to recruit and encourage the use of the Events Center and Fairgrounds for new and existing events. Please include proposed initiatives to attract rodeos, equestrian events, concerts, conventions, trade shows, receptions and other similar functions. Include if the organization will use co-sponsors or sponsor one or two events a year to increase usage and interest in the facility.
- ii. Include a narrative description of your organization's approach to the management of the Events Center and the Fairgrounds. Describe proposed managerial initiative to contain costs and/or increase the revenues of the facilities. Offeror shall include proposed initiatives to increase revenue through commercial naming rights, signage, exclusive pouring rights and any other potential revenue initiatives. Include with the proposal, a tentative list of potential staff employees of the Center and Fairgrounds Facility. Management duties will also include:
  1. Food services, catering and concessions – food services may be self-performed or contracted to another provider. Proposer must submit a proposal on how it intends to procure food services
  2. Set-up and tear-down of events
  3. Cleaning and Janitorial Services
  4. Ticketing functions
  5. Event security, first aid
  6. Alcoholic beverages services at the Events Center and the Fairgrounds using a beer and wine license held by Curry County and leased to the Management firm. All servers must comply with requirements listed in this RFP.
- iii. Include a narrative description of your organization's approach to cleaning and minor maintenance of the Events Center and Fairgrounds
- iv. Include a narrative description of your organization's approach to financial administrative systems and procedures. Describe financial controls to be implemented. Include a projected cash flow between the County and your organization

- v. Include your organization's proposed reimbursement and expenditure polices. Include a certified annual audit proposal. Also, include a narrative description of your organization's approach to events and bookings.
- vi. Include a narrative description of your organization's approach to interfacing with the hotels, restaurant and other merchants in Clovis and the surrounding area.
- vii. Include a narrative description of any other proposed services that are significant to the overall management of the Events Center and the Fairgrounds.
- viii. Include a narrative description of the organizations approach to address and respond to needed improvements of the ten (10) year old facility.
- ix. Offeror will be responsible, either directly with its own forces, or through a third party, for the maintenance of the HVAC and electrical systems. The offeror should be specific to the details of how this particular services will be provided.

**b. Personnel:**

Presuming that if your organization is selected, please identify the personnel who would be assigned to organize this engagement, including the form of staff organization, background, experience and training of personnel assigned to the Events Center and Fairgrounds. Include an organizational chart and salary levels proposed for all full-time and hourly positions, plus indicate salary and full-time hourly positions annual cost. Include details of all bonuses, benefits, insurance, vacation and sick leave programs that the full-time and hourly staff is eligible to receive. Indicate office hours planned for the operation of the Center and Fairgrounds.

**4. Criteria #3 Management Fee**

Include a management fee proposal for the four (4) year period which sets and guarantees a profit/loss benchmark goal. Please set forth what sort of incentives you propose, if goals are met; and, how your organization will proposed to share a loss, if goals are not met. Any incentive fees will be based on net revenues.

Pertaining to the Events Center, provide a three (3) year pro-forma including projected revenues and expenditures by line item, projected profit/loss, and projected management fees (separated by flat and incentive fees) which would accompany the projected level of activity. In addition, provide a three (3) year pro-forma including projected revenues and expenditures by line item, projected profit/loss, and projected management fees (separated by flat and incentive fees) which would accompany the projected level of activity for the Events Center, and the Fairgrounds.

Revenues and expenditures should include clear definitions and descriptions for ease of understanding. Include a proposed fee schedule for promoters, renters, lessees, tenants, etc., for all revenues outlined in this pro-forma. Include an operating budget which will accomplish the requirements of this.

**5. Criteria #4 Net Income**

Offeror shall include a narrative description of plans describing how to increase revenues and minimize losses to the County with a plan to increase net income.

**6. Required Forms**

Offeror shall submit the fully completed required forms in the same order and in compliance with the Bidders Checklist paragraph in this RFP.

**EVALUATION CRITERIA**

<b>1. Background and Qualifications</b>	<b>30 Points</b>
<b>2. Facilities Management Approach</b>	<b>35 Points</b>
<b>3. Management Fee</b>	<b>25 Points</b>
<b>4. Net Income</b>	<b>10 Points</b>
<b>SUBTOTAL</b>	<b><u>100 Points</u></b>
<b>5. Resident Veterans Preference (if applicable)</b>	<b>10 Points</b>
<b>6. Resident Business Preference (if applicable)</b>	<b>5 Points</b>
<b>7. Proposal Presentation by Finalist(s)</b>	<b>10 Points</b>
<b>TOTAL</b>	<b><u>125 Points</u></b>

**PRE-PROPOSAL WALKTHROUGH**

All participating offerors will be required to attend a mandatory pre-proposal conference held on **July 11, 2019 at 2:00 pm** which will be held in the Administration Conference

Room, at the Curry County Administration office, 417 Gidding Street, Suite 100, Clovis, NM 88101. A tour of the Curry County Events Center will be conducted following.

## PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

## Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	June 19, 2019
2.	Pre-proposal conference and tour of Events Center	Potential Offerors	July 11, 2019
3.	<b>Mandatory</b> "Notice to Owner of Intent to Propose"	Potential Offerors	July 12, 2019
3.	Deadline to Submit Questions	Potential Offerors	July 12, 2019
4.	Last Response to Written Questions/RFP Amendments	Curry County	July 18, 2019

5.	<b>Submission of Proposal</b>	<b>Offeror</b>	July 25, 2019 at 2:00 pm
6.	Proposal Evaluation	Evaluation Committee	July 25, 2019 thru
7.	Selection of Finalist(s)	County	August 15, 2019
8.	Best and Final Offers from Finalists	Finalist Offerors	August 20, 2019
9.	Proposal Presentations and Demonstrations by Finalists (optional)	Finalist Offerors	August 21, 2019
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	August 21, 2019 thru December 6, 2019
11.	Approve Contract	County Commission	December 3, 2019
12.	Begin Services	Offeror	January 1, 2020

### **TERM OF CONTRACT**

The contract shall be awarded for a two (2) year period; January 1, 2020 to December 31, 2021. The County shall have the option to renew the contract for four (4) additional two (2) year periods for a total period of ten (10) years or soliciting proposals for a new offeror. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

### **PROTEST DEADLINE**

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Purchasing Agent. The protest shall be delivered to the Purchasing Agent.

### **BIDDER'S CHECKLIST – REQUIRED FORMS**

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

1. Mandatory Notice to Owner of Intent to Propose Form – Page #36
2. Offeror's Response Form – Page #37
3. Execution of Proposal Form – page #38
4. Offeror's Reference Form – page #39
5. Offeror's Certification and Non-Collusion Affidavit – page #40
6. Letter of Transmittal Form – page #41
7. Copy of Business License – include with page #41
8. Completed W-9 – include with page #41
9. Certification Regarding Debarment, Suspension, & other Responsibility Matters – Page 42
10. Options, Exceptions or Variations – Page #43
11. Resident/Veterans Preference Certification – Page #44
12. Campaign Disclosure Form – pages #45-46
13. Proof of Insurance

### **Contractual Provisions**

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

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

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

**Equal Opportunity Compliance:** The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners Ben McDaniel, Robert Sandoval, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

## **PROPERTY TAX OBLIGATIONS**

Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Offerors that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

## **DEBARMENT & SUSPENSION CERTIFICATION**

Offeror must complete and submit the “Debarment & Suspension Certification Form”, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

## **NONDISCRIMINATION STATEMENT**

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

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

## **USE OF EVENTS CENTER NAMES AND LOGOS**

The offeror shall have the right to use throughout the term (and permit others to use furtherance of offeror’s obligation hereunder), for no charge, the name and all logos of the Events Center, on offeror’s stationary, in its advertising of the facility, and whenever

conducting business of the facility; provided, that offeror shall take all prudent and appropriate measure to protect the intellectual property rights of the County relating to such logos. All intellectual property rights in any facility logos developed by the offeror or the County shall be and at all times remain the sole and exclusive property of the County. Offeror agrees to execute any documentation requested by the County from time to time to establish, protect or convey any such intellectual property rights.

## **EVENTS CENTER AND FAIRGROUNDS ADVERTISEMENTS**

All advertisements placed by the County for the Events Center or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, will include a designation that the Events Center is managed by the awarded offeror.

## **INSURANCE**

- At all times during the agreement, the offeror shall:
  - Maintain comer commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the facility, or otherwise arising under the agreement;
  - Maintain umbrella or excess liability insurance;
  - Maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
  - Maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of New Mexico;
  - Maintain professional liability insurance and self-insured employment practices liability coverage; and
  - Pollution Insurance
  - Employment practices liability
  - Property/terrorism
- Such liability insurance shall be maintained in the following minimum amounts throughout the term:

### **Commercial General Liability**

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

**Automobile Liability**

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

**Umbrella or Excess Liability**

\$5,000,000 per occurrence and aggregate

**Workers Compensation**

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

**Professional Liability/Errors & Omissions (Claims Made)**

\$1,000,000 each occurrence/aggregate

Policy is to include:

- Entity Coverage

**Crime Insurance**

Coverage on all on-site offerors employees. Limit: \$500,000.00

**Pollution Insurance**

\$3,000,000 per pollution condition

**Employment Practices Liability**

\$1 million

**Business Interruption/Business Income, including Terrorism**

\$1 Million

## **ADDITIONAL TERMS**

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. This procurement and any agreement entered with offerors that may result shall be governed by the laws of the State of New Mexico.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsible.
8. The County reserves the right to require the successful offeror to post a performance bond upon award of a contract or at such time deemed necessary by the County.
9. The County reserves the right to negotiate any and all elements of this RFP.
10. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (5 Points). The

Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Five points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Business Preference Certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

11. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (10 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Ten Points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans Businesses with annual revenues of \$3M or less shall receive 10 points.
12. Proposal Presentation and Demonstrations by Finalist(s): Points for the proposal presentation will be awarded based upon an evaluation of the qualification of the proposed staff, effective communication, technical knowledge, experience with similar contracts and quality of the responses to questions will be the principle criteria for the evaluation
13. Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Finalists who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Amended proposals submitted in response to Best and Final offers will be re-assessed using the same evaluation criteria and scoring mechanisms that were used to score the original proposals.
14. Finalist offerors may be requested to present their proposals to the Evaluation Committee. The Purchasing Agent will schedule the time for each Offeror presentation. The Purchasing Agent will notify finalist of the location of the presentation, time and presentation time limit. It shall be the obligation of the offeror to effectively manage their presentation time.
15. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
16. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
17. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
18. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may,

in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.

19. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
20. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
21. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
22. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
23. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
24. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
25. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
26. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
27. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
28. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
29. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
30. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of

this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

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

31. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
32. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
33. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
34. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
35. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
36. The County's policy on requests for copies of proposal information after award is as follows:  
Submit a written request detailing what information you would like to receive.
  - a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:
  - b)  
Curry County, Finance Department

417 Gidding Street, Suite 100  
Clovis, NM 88101

The fee must be paid before the information is released.

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

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

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

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or [thall@currycounty.org](mailto:thall@currycounty.org).

**PROPOSAL FORM**  
**MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"**  
**RFP #: 2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY**  
**EVENTS CENTER**

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [thall@currycounty.org](mailto:thall@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**July 12, 2019**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person authorized to sign for Firm**

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**ALTERNATE CONTACT PERSON/INFORMATION: \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.**

**NAME:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP  
\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP

**THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE JULY 12, 2019**

PROPOSAL FORM  
OFFEROR'S RESPONSE FORM  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019**

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

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

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

\_\_\_\_\_  
Signature Name (Typed/Printed)

\_\_\_\_\_  
Company Position

\_\_\_\_\_  
Address Telephone Number FAX Number

\_\_\_\_\_  
City, State, Zip Tax ID # E-mail Address

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

PROPOSAL FORM  
EXECUTION OF PROPOSAL FORM  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019**

DATE: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title

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

OFFEROR'S REFERENCE FORM  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019**

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

References for: \_\_\_\_\_  
(Company Name)

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

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

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

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

PROPOSAL FORM

OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM

RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER

DUE DATE: **JULY 25, 2019**

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

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

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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

PROPOSAL FORM  
**LETTER OF TRANSMITTAL FORM**  
 RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS  
 CENTER

**DUE DATE: JULY 25, 2019**

Items #1 to 4 **MUST EACH BE RESPONDED TO.** Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

1. Declarations:

- I certify that I am authorized to contractually bind my company.
- I concur that the submission of our proposal constitutes acceptance of the form of contract provided for in this RFP though specific contract details may be subject to negotiation."
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2019  
 Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

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

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

PROPOSAL FORM  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY  
MATTERS  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019** AT 2:00 PM

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019** AT 2:00 PM

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

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

PROPOSAL FORM  
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM  
RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019 AT 2:00 PM**

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

**Please check one box only**

**Resident Veteran Business:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

**Resident Businesses:**

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

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

I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP #2018/19-06 MANAGEMENT SERVICES FOR THE CURRY COUNTY EVENTS CENTER  
DUE DATE: **JULY 25, 2019 AT 2:00 PM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

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Title (Position)

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