

# County of Curry



## Request for Proposals No. 2015/16 – 01

### **CURRY COUNTY EVENTS CENTER AND FAIRGROUNDS PROFESSIONAL MANAGEMENT SERVICES**

**Issue Date:  
September 8, 2015**

**Proposal Due:  
Thursday, October 8, 2015  
Time: 2:00 p.m.**

**Curry County Administration Office  
Curry County Court House  
700 N. Main Street, Suite 10  
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. 2015/16- 01 - Do Not Open”**

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

Proposals will be opened in public, but they will be evaluated and ranked in private by an Evaluation Committee in order to maintain the confidentiality of the contents of all proposals during the negotiation process. It is possible that the Curry County Evaluation Committee will request an oral presentation.

The County will open and evaluate all proposals and determine the need for, and conduct any negotiations with the offeror receiving the most points awarded in the evaluation process based upon the specific evaluation criteria as outlined in the proposal according to whose proposal is determined to be the most advantageous to the County. Then, a final recommendation will be made to the Curry County Commission for award of the contract.

**IMPORTANT; SEALED PROPOSAL** along with the RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or packaged with all proposals. One (1) original and eight (8) copies of the proposals should be submitted no later than **Thursday, October 8, 2015 at 2:00 p.m.** at the Curry County Administration Office, Finance Department located at 700 N. Main Street, Suite 10, Clovis, NM 88101.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration Office (County Manager Lance Pyle or County Procurement Officer Carol Pipes) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 700 N. Main, Suite 10, Clovis, NM 88101 or hand-courier delivered to Curry County Administration Office, 700 N. Main, Suite 10, Curry County Courthouse, Clovis, NM 88101.

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

Lance A. Pyle [lpyle@currycounty.org](mailto:lpyle@currycounty.org)  
Curry County Manager  
Phone – (575) 763-6016  
Fax – (575) 763-3656

### **SPECIFIC CONDITIONS**

1. All Proposals must be received by Thursday, October 8, 2015 at 2:00 p.m. Mountain Standard Time. Proposals must be sealed, addressed and delivered to: Curry County Administration, Finance Department, 700 North Main, Suite 10, Clovis, NM 88101. It is the Offeror's responsibility to see that the proposal arrives on time. Any proposals received after the deadline will be kept on file unopened and will be considered only in the event that all other proposals are deemed non-responsive. Telephone, email and Fax proposals will not be accepted.
2. Offeror shall submit one (1) original and eight (8) copies of the proposal.
3. All proposals must include everything required in the portion of this document entitled Proposal Submission, beginning on Page 9.
4. Offeror must have sufficient qualified and trained staff with sufficient backup personnel to preclude any unnecessary delay of operation of the Center and Fairgrounds.
5. Offeror must submit a certified copy of its current financial report with the proposal. Such information may be marked "**CONFIDENTIAL**" so as not to be disclosed once the file becomes public information.
6. Offerors must perform a site visit prior to the submission of their proposal. Submissions received by firms who do not perform a site visit will be rejected.
7. Offeror must submit a list of three (3) references, including name of Management Company, address, contact person and phone number. In addition, references must include any management contracts that were canceled, terminated or not renewed over the last three (3) years. All such documentation shall be included in the proposal.
8. The RFP does not commit the County to procure or award a contract for the scope of work described.
9. All information and work submitted in response to the RFP shall become the property of the County and, as such, may be subject to public review as public records.
10. The County has sole discretion and reserves the right to reject any and all responses received with respect to the RFP and to cancel the RFP at any time prior to entering into a formal agreement with a management company. The County reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms in the RFP.
11. The County reserves the right to waive any technical irregularities in any proposal.
12. Any terms and conditions of the response to this RFP will remain in effect for 90 days after the date of submission.
13. The County reserves the right to amend the RFP through written addenda.
14. The County reserves the right to waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked management company.

### **SPECIFICATIONS AND CONTRACTUAL TERMS**

#### **INTRODUCTION**

The County of Curry is seeking proposals from qualified professional management firms, which are in the business of managing and operating public assembly and events facilities, to manage the Curry County Events Center including the Fairgrounds (Center). The management and operation of the Center and the Fairgrounds will include planning, food service, alcohol service, 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's boast of 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 to a total county population of 50,598 and just 7 miles from Cannon Air Force Base, home of the 27th Special Operations Wing consisting of 4,577 active duty personnel and 5,362 family members with another 5,974 military retirees in the area.

While the Curry County Events Center may experience competition from our larger neighbors such as Amarillo and Lubbock with some events, Curry County also has the opportunity to feed off of those events and entertainers that make the circuit in West Texas given our unique position in the Eastern New Mexico/West Texas area.

Curry County's economy is based on farming, ranching, dairies, Cannon AFB, 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. A few 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 a friendly community where people know each other and enjoy getting together to socialize at many of the areas special activities and events, such as the Curry County Fair, Pioneer Days Rodeo, Dairy Fest, and Clovis Music Festival to name just 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, and the Clovis Depot Model Train Museum.

## **CONTRACT PERIOD**

The initial term of a contract awarded as a result of this RFP shall be from award date for two (2) years. The contract may be renewed according to the terms stated herein for one (1) additional two (2) year periods. The County reserves the right to renew or issue a new Request for Proposal (RFP) without explanation or cause.

The pricing for the first twenty-four (24) months shall remain as bid. Any price increases for subsequent years must be submitted to the Curry County Purchasing Department no later than 120 days prior to a renewal term. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

## **BACKGROUND**

The Curry County Events Center is a comprehensive, year-round facility, offering facilities for equestrian events, such as rodeos, horse shows, sales, as well as agricultural related programs, sporting events, trade shows, concerts, family entertainment and community events located at 1900 East Brady, Clovis, NM 88101. The successful offeror to this Request for Proposals (RFP) will demonstrate the ability to manage the Center and the Fairgrounds. The successful offeror needs to demonstrate the ability to successfully market the Center, increase revenues and use the facility effectively on a year-round basis.

The Curry County 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, sporting events 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 management company who is required to strictly comply with the terms and conditions of the Curry County 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. At present, the Curry County Fairgrounds encompasses 90 acres located at 600 S. 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 sq. ft. of auxiliary space for the housing of livestock and horses.

## **MANAGEMENT CONTRACT SCOPE OF SERVICES**

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

## **ADMINISTRATION**

The contract will be with the Curry County Board of Commissioners with the County Manager being the main point of contact for all questions related to contract issues during the term of the contract.

Curry County has an appointed Fair Board that provides assistance to the County during the Annual County Fair and Junior Livestock Sale. The successful offeror will be required to work with the Fair Board during the planning and implementation of the annual fair: specifically in

their functions of reviewing the Curry County Fair Book; coordinating and handling the Junior Livestock Sale at the Curry County Fair; providing a presence of at least two (2) representatives daily during the County Fair to assist and handle issues regarding livestock; and regarding making suggestions and recommendations for the maintenance needs of the Fairgrounds and assisting with setting up of the equipment for the Junior Livestock Sale with the approval of the management company.

## **INTERPERTATIONS AND ADDENDA**

All questions regarding technical aspects of this RFP shall be submitted in writing to the Procurement Officer: Carol Pipes, fax (575) 763-3656, [cpipes@currycounty.org](mailto:cpipes@currycounty.org). Interpretations or clarifications in response to such questions will be issued by addenda to all parties recorded by the Procurement Officer as having received the proposal documents. Only questions answered by formal written addenda will be binding.

## **GUIDELINES FOR SUBMITTAL**

Each proposer shall submit one (1) clearly marked and bound original and eight (8) bound copies. The "proposal form" must be signed by a person authorized to bind the proposer to the proposal. All proposals MUST be organized exactly as specified in Section titled "Proposal Submission".

**Effective Period of Proposal:** All proposals shall state the period for which the proposal shall remain in effect. Such period shall not be less than ninety (90) days from the proposal date. Services will need to begin no later than January 1, 2016.

**Confidentiality:** Until a contract is executed, resulting from this Request for Proposal (RFP), no employee, agent or representative of any proposer shall make available or discuss its proposal with any elected or appointed official, officers, member, employee, agent or representative of Curry County, unless for purposes of clarification, evaluation or negotiation. Proposals shall not be opened publicly and shall not be open to public inspection, until after the award of the contract.

**Right of Rejection:** Notwithstanding any other provisions of the RFP, County reserves the right to award the contract for Professional Management Services to the most responsible, responsive offeror(s), whose proposal is most advantageous to County, taking into consideration the evaluation factors set forth in this RFP. Further, County reserves the right to reject any and all proposals, in whole or in part, when it is deemed to be in the best interest of the County, and with no penalty to the County.

**Award of Contract:** The business to which the contract is awarded shall be required to enter into a written contract with Curry County, in a form approved by legal counsel for County. This RFP, or any part thereof, may be incorporated into and made part of the final contract. County reserves the right to negotiate the terms and conditions of the contract with the selected Offeror(s).

**EVALUATION PROCESS AND SELECTION CRITERIA**

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

25 Points	Significant consideration will be given to the proposed financial performance of the Events Center and the Fairgrounds, as outlined in the financing plan presented by the management company. Emphasis will be placed on the creativity of the management company in maintaining and enhancing the financial strength of the Center and Fairgrounds through unique approaches to resource allocation, facility utilization and revenue generation. It is expected that for every year of operation, revenues generated through the use of the facility cover most of the operating costs, to include management fees, performance incentives and profit sharing initiatives.
20 points	The qualifications and competence of the management company to perform as outlined in the plan presented and whose personnel have significant relevant experience. Preference will be given to those management companies whose personnel have significant experience in managing facilities similar in size and with similar services required.
15 Points	The past financial operational performance and the proven ability of the management company 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.
15 Points	The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the management company will achieve the requirements of the RFP. Quality will be determined by the creativity of the management company in meeting the requirements of the RFP.
15 points	Fee structure, as based upon the requirements of the proposal.
5 points	Verification of abilities and performance obtained from a minimum of three references where the offeror currently provides professional management services similar to those being sought by this RFP.
5 points	Consideration will be given for plans describing how to increase revenues and minimize losses to the County with a plan to increase net income.
<b>100 Points</b>	<b>Maximum Evaluation Score</b>

Table 1- Evaluation Criteria

Proposals will be reviewed and evaluated in private by the review committee to determine whether the respondent has met the experience and staff qualifications described in this RFP.

The evaluation committee may arrange for discussions with proposers submitting proposals, if required, for the purpose of additional clarification. Curry County reserves the right to conduct appropriate investigations into the background of any proposer under consideration for this contract.

Curry County staff and other evaluation committee members may, at its discretion, visit any venue currently under the management of the offeror. Advance notice of any scheduled visit will be provided to the offeror and information obtained while visiting any venue may be used to score the proposal.

The top ranking three (3) Offerors may be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentation will be conducted in Curry County at a location to be determined. Interviews are tentatively scheduled for October 19 to October 23, 2015. Curry County reserves the right to change these dates.

Curry County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Curry County reserves the right to act in its best interest in this determination process, to waive all technicalities, and to select the most responsible and responsive bidder. The County reserves the right to award this contract not necessarily to the offeror with the best fee structure, but that demonstrates the best ability to fulfill all requirements of this request for proposal.

The evaluation committee will make a final selection and recommendation to the Curry County Board of Commissioners. After approval, the firm and Curry County will enter into a negotiated agreement.

**SEQUENCE OF EVENTS**

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

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	9-8-2015
2.	Submission of Proposal	Offeror	10-8-2015
3.	Proposal Evaluation	Evaluation Committee	10-8 thru 10-16
4.	Selection of Finalist(s)	Evaluation Committee	10-16-15
5.	Oral Presentation by Finalist (optional)	Offeror	10-19 thru 10-23
7.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	10-23 thru 10-30
8.	Approve Contract	County Commission	11-17-2015
9.	Commence Services	Contracted Offeror	1-1-2016

Table 2- Sequence of Events

## PROPOSAL SUBMISSION

- A. Interested experienced Offerors must submit a written proposal that exactly follows the Format For Evaluation below and covers the services and responsibilities specified in this Request for Proposals. Proposals received after October 8, 2015 at 2:00 p.m. (local time) will not be considered.
- B. Offerors must perform a site visit prior to the submission of their proposal. Submissions received by firms who do not perform a site visit will be rejected. Offerors must make arrangements for a site visit through the Curry County Manager's office at 575-763-6016 or [lpyle@currycounty.org](mailto:lpyle@currycounty.org).

## FORMAT FOR EVALUATION

Proposals must include the following:

- A. **Letter of Transmittal**: This is a brief letter to the County Manager which provides the following information:
  - 1) Name and address of the vendor.
  - 2) Names, title and telephone number of the contact person for the vendor.
  - 3) A statement that the proposal is in response to this RFP.
  - 4) The signature, typed name, and title of an individual who is legally authorized to commit the Contractor to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
  - 5) A statement acknowledging and accepting the Terms and Conditions of this RFP.

Proposals must be concise and responsive as possible to the content requested in the RFP. Proposals exceeding 35 pages in length will not be accepted. One (1) original and eight (8) copies of the proposal shall be submitted.

Responses to each numerical segment listed below should start on a new page with the number and heading in bold. Proposals which are substantially incomplete or lack key information may be rejected by Curry County.

- B. **Management Structure**: Describe, in detail, the management structure of your organization. Include the legal form and ownership, as well as information regarding the headquarters, other offices and business addresses, with corresponding telephone numbers.
  - 1) If the offeror is a corporation or a limited liability company, provide the names and addresses of all officers and directors of the corporation. Also include the names and addresses of all shareholders and their percentages of ownership. If the proposer is a publicly-traded corporation, a declaration of ownership, in a form required by the Securities and Exchange Commission must be submitted.
  - 2) If the offeror is a partnership, limited liability partnership or joint venture, then provide the names, addresses, and percentages of ownership of each partner, whether limited or general.
- C. **Statement of Qualifications**: Proposals must include a brief summary of your organization's qualifications to serve the County as the manager of the Events Center, including the management of the Fairgrounds, in the capacity set forth herein. List your

organization's experience in managing public facilities, including auditoriums, rodeo arenas, exposition center and/or similar events centers. State how your company is organized. In addition, please describe how various events' marketing and management relate to other services your organization offers.

- D. **Previous Work Experience:** Discuss, in general terms, your 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. Include as an addendum to this question, a list of clients that has used your organization for contractual professional management services over the past five years.
- E. **Approach to the Engagement:** Discuss your approach to the management of the Events Center and Fairgrounds. Discuss the level of service proposed based on, and supported by, past and present experience at other locations, including:
- 1) 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 encourage the use of the Events Center and Fairgrounds. Please include proposed initiatives to attract rodeos, equestrian events, concerts, conventions, trade shows, receptions and other similar functions.
  - 2) 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. Include with your organizations' proposal a tentative list of potential staff employees of the Center and Fairgrounds Facility. Management duties will also include:
    - a) 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;
    - b) Set-up and tear-down of events;
    - c) Cleaning and janitorial services;
    - d) Ticketing functions;
    - e) Event security, first aid; and
    - f) Alcoholic beverages services at the Events Center and the Fairgrounds using a beer and wine license held by Curry County and leased to Professional Management firm. All servers must comply with any and all New Mexico laws and regulations regarding the dispensing of alcoholic beverages. Alcohol is not allowed outside of the Events Center or the Indoor Pavilion on the Fairgrounds.

Offeror will be responsible for the solicitation, evaluation and contracting for all third party providers of generally acceptable industry services, including, but not limited to the above items. It would be desirable to utilize local contractors to provide the above items, if possible.

- 3) Include a narrative description of your organization's approach to cleaning and minor maintenance of the Events Center and the Fairgrounds.
- 4) Include a narrative description of your organization's approach to financial and administrative systems and procedures. Describe financial controls to be implemented. Include a projected cash flow between the County and your organization.
- 5) Include your organization's proposed reimbursement and expenditure policies. Include a certified annual audit proposal. Also, include a narrative description of your organization's approach to events and bookings.
- 6) Include a narrative description of your organization's approach to interfacing with the hotels in Clovis and the surrounding area.
- 7) Include a narrative description of any other proposed services that are significant to the overall management of the Center and the Fairgrounds.
- 8) The Offeror would be responsible, either directly with its own forces, or through a third party, for the maintenance of the HV/AC and electrical systems. The Offeror should be specific to the details of how this particular service will be provided.

**F. Pro-Forma:** 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, including 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.

**G. 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 propose to share a loss, if goals are not met. Any incentive fees will be based on net revenues.

**H. Personnel:** Presuming that if your organization is selected, then 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 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 bonus, 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.

**I. Client References:** Please provide at least three recent governmental references, including addresses, telephone numbers and contact persons

- J. **Performance Bond:** The County reserves the right to require the successful proposer to post a performance bond upon award of a contract or at such time deemed necessary by the County.
- K. **Audited Financial Statement:** Provide independently audited financial statements for last three years of Offeror's business.
- L. **Exceptions to RFP:** Offerors must clearly indicate any exception to this RFP and outline what alternative is being offered. The County may accept or reject such exceptions.

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

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

1. Bidder's Response Form – Page #17
2. Execution of Proposal Form – page #18
3. Bidder's Reference Form – page #19
4. Addenda Acknowledgment Form – page #20
5. Proposer's Certification and Non-Collusion Affidavit – page #21
6. Vendor Information Form – page #22
7. Copy of Business License – include with page #22
8. Completed W-9 – include with page #22
9. Options, Exceptions or Variations – Page #23
10. Resident/Veterans Preference Certification – page #24
11. Campaign Disclosure Form – pages #25-27
12. Proof of Insurance

### **CONTRACTUAL PROVISIONS**

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

**Termination:** The contract may be terminated by either of the parties hereto, upon written notice delivered to the other party, at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**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 13-1-99, 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 corporation 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 institution agrees to insure 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 institution 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.

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

#### **ADDITIONAL TERMS**

1. The County currently is under contract with a management firm. The successful firm will be required to coordinate with the existing management firm to smoothly transition management responsibilities in the event a new firm is selected. The successful firm is expected to honor any and all commitments previously contracted or scheduled prior to award of a new management contract as a result of the RFP.
2. 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.
3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee 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 County Manager or designee. 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 County Manager. The County is not responsible for any errors or omissions contained in the Offeror's proposal.
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 negotiate any and all elements of this RFP.
9. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
10. 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.
11. 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.
12. If an offeror to whom a contract is awarded refuses to accept the reward, 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.
13. 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.
14. 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.
15. All firms 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.
16. 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.
17. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing Offerors during the negotiation process.
18. Proposals shall be evaluated according to factors set forth on Table 1-Evaluation Criteria. Each factor shall be given the weight indicated.
19. 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.
20. A multi-term proposal is being sought. The County's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time or at least to the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.
21. 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.

22. In submitting this proposal, the offeror represents the offeror has familiarized himself 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.
23. 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.
24. The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
25. The offeror will be required to carry the following insurance coverage with Curry County named as additional insured on all policies:
  - a. General and professional liability insurance in the amount of \$1,000,000 single limit, and \$2,000,000 aggregate.
  - b. Workers' Compensation insurance as required by state statute.
26. 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.
27. 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.
28. 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.
29. 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).
30. 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.
  31. 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.
  32. 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 \$0.75 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department  
700 North Main, Suite 10  
Clovis, NM 88101

The fee must be paid before the information is released.

33. 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  
700 N. Main, Suite 10  
Clovis, NM 88101
34. In order to receive resident or resident veteran preference, a copy of the offer's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Events Center and Fairgrounds Professional Management Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to Carol A. Pipes, Procurement Officer, (575) 763-6016, ext. 130 or [cpipes@currycounty.org](mailto:cpipes@currycounty.org). For questions regarding the management of the Curry County Fairgrounds and the Events Center, please contact Lance A. Pyle, County Manager at [lpyle@currycounty.org](mailto:lpyle@currycounty.org) or (575) 763-6016.

PROPOSAL FORM  
BIDDER'S RESPONSE FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Completed Required Site Visit: \_\_\_\_\_ 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

PROPOSAL FORM  
BIDDER REFERENCE FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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  
ADDENDA ACKNOWLEDGEMENT FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

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

PROPOSAL FORM  
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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 #2015/16-01 MANAGEMENT SERVICES** was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) 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  
VENDOR'S INFORMATION FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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

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

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

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

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

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**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  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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 #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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

**Please check one box only**

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

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

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

**Resident Businesses:**

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

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

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

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

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

**Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

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

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

\*Must be an authorized signatory for the Business.

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

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

PROPOSAL FORM  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
RFP #2015/16-01 PROFESSIONAL MANAGEMENT SERVICES  
DUE DATE: OCTOBER 8, 2015 – 2:00 P.M.

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,

**Curry County Administration**  
**RFP No. 2015/16-01**  
**Events Center & Fairgrounds Professional Management Services**  
**Page 26**

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: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

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