

INVITATION FOR COMPETITIVE SEALED PROPOSALS
LODGERS' TAX RFP NO. 2019

San Miguel County, New Mexico, through its Lodgers' Tax Advisory Board, is requesting Competitive Sealed Proposals for the purpose of advertising, marketing and promoting San Miguel County by sponsoring events, publishing, advertising and displaying materials that will promote the Cultural Resources, Art and Music Products, Historical and Natural Resources, and Recreational Facilities of San Miguel County.

An Invitation for Competitive Sealed Proposals packet may be obtained at the office of the San Miguel County Manager, San Miguel County Administrative Building, Suite 201, 500 W. National Avenue, Las Vegas, New Mexico or by e-mail request to atafoya@co.sanmiguel.nm.us.

Interested parties must provide one (1) original and seven (7) copies of their proposal to the office of the County Manager, San Miguel County Administrative Building, Suite 201, 500 W. National Avenue, Las Vegas, New Mexico 87701, with the envelope marked **“San Miguel County Lodgers' Tax Proposal 2019”** on the lower left hand corner of the envelope. Faxed or e-mailed proposals will not be accepted. It shall be the responsibility of the person(s) submitting a proposal to make sure their proposal is delivered to the office of the County Manager by April 3, 2019 at 3:00 p.m., at which time proposals received will be opened. If the mail or delivery of the proposal is delayed beyond the date and time set for such receiving and opening, the proposal thus delayed will not be considered.

Award of successful proposals is subject to availability of funds. San Miguel County reserves the right to reject any or all proposals.

Vidal Martinez, Ed. D., County Manager

Melinda Gonzales, Finance Supervisor

Leslie Vigil, Procurement Officer

Publish:

Las Vegas Optic: March 22, 2019

Posted: San Miguel County Website

SCOPE OF WORK:

Advertise, market and promote San Miguel County, New Mexico by sponsoring events, publishing, advertising and displaying materials that will promote the Cultural Resources, Art and Music Products, Historical and Natural Resources, and Recreational Facilities of San Miguel County.

Proposals should address each of the criteria for acceptance listed below, which criteria will be reviewed and scored as indicated below.

1. Funding sources and amounts, in addition to San Miguel County Lodgers' Tax that will be used to complete the proposed project. 25 points
2. Describe current partnerships involved in presenting and completing the proposed project. 15 points
3. Describe previous advertising, marketing and promotional projects and indicate attendance numbers and response to such projects. 25 points
4. Total cost of the proposed project. Provide a breakdown of project costs and expenses and a breakdown of projected revenue. 15 points
5. Years of experience in presenting and completing the proposed project and identify venue. 20 points

All projects must be completed by October 31, 2019, such completion to include submittal of invoices to San Miguel County. Interested parties must provide one (1) original and six (6) copies of their proposal not to exceed ten (10) pages including the Lodgers' Tax Funding Application form.

GENERAL INFORMATION:

1. Proposal Package Format: Proposal shall be kept to three (3) pages plus the Lodgers' Tax Funding Application Form. The contents of the proposal shall be prepared to address the offeror's approach to provide the services requested. Only the "criteria for acceptance" will be considered in evaluating the proposals.
2. Contractual Terms Required:
 - A. Recognition: The County of San Miguel Lodgers' Tax Advisory Board shall be printed on all promotional material developed through the use of County Lodgers' Tax dollars. Size of lettering for such recognition shall be equal to the font size for any promotional material developed and printed.

- B. Disclosure to County: At such times and in such form as the Board of County Commission may require, there shall be furnished to the County such statements, records, reports, data and information as the County may request during normal business hours and as often as the County may deem necessary. There shall be made available to the County for examination all records maintained by the offeror with respect to all matters covered by this agreement, and the offeror will permit the County to audit, examine and make excerpts of transcriptions from such records, and make audits of all data relating to all matters covered by this agreement subject to the limitations set out above.

- C. Report to County: During the term of the agreement, the offeror will report to the County of San Miguel Lodgers' Tax Advisory Board on/or before October 31, 2019, concerning the status of services being provided to the County and activities conducted thereunder; such reports to be due when requested; additionally, such payments will only be made upon submission by offeror of invoices for services and receipts for payment of services, products or materials acquired in the performance and delivery of services. The offeror shall provide a program effectiveness report of the programs being funded.

- D. No Financial Interest: No offeror or employee of the County or of the offeror who exercises any function or responsibility in connection with the planning and carrying out of any provisions of this agreement shall have any direct personal financial interest in this agreement, and the offeror shall take appropriate steps to assure compliance.

- E. Prejudice: No person, on account of race, sex, age, color, religion or national origin shall be excluded from participating in, be denied the benefits of, or activity made possible and resulting from this agreement.

- F. Political Activity: None of the funds, materials, property or services rendered directly or indirectly under this agreement shall be used in the performance of this agreement for any political activity or to further the election or defeat of any candidate for state, federal or local office.

- G. Assignment: The offeror shall not assign any interest in this agreement excluding payments for services by the offeror as provided for above, and shall not transfer any interest in the same, without the prior written consent of the County hereto. Provided, however, that claims for money due or to become due to the offeror from the County under this agreement may be assigned to a bank, trust company or other financial institution without such approval.

- H. Subject to Laws: The offeror shall comply at its own expense with all applicable laws, ordinances and codes of the federal, state and local government.
- I. No Further Liability: The County shall not be obligated or liable under this agreement to any party, other than the offeror, for payment of any monies or for provision of any goods or services unless such liabilities are specifically agreed to in this agreement.
- J. Jurisdiction: It is mutually agreed by and between the parties hereto that this agreement shall be performed in the County of San Miguel, New Mexico, and further that any legal action or causes of action in connection herewith will be exclusively within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.
- K. Termination: If the County Commission shall so decide, with or without cause, to terminate this agreement at any time, it may do so. In such event, the County shall thereupon have the right to terminate this agreement upon thirty (30) calendar days written notice of termination given to the offeror. In such event, all finished or unfinished documents, data, studies, photographs, reports, and the rights to any property prepared or procured by the offeror under this agreement shall at the option of the County become County property and the offeror shall be entitled to receive just and equitable compensation for any work satisfactorily completed through the termination date. Similarly, the offeror may, with or without cause terminate this agreement on thirty (30) calendar days written notice and the County shall reimburse the offeror for any and all expenses incurred that have not been reimbursed prior to the time of notification, provided those expenses are otherwise proper hereunder.
- L. Entire Agreement: This agreement constitutes the entire agreement between the parties hereto. Any prior agreement, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to this agreement shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
- M. Amendment: This agreement will not be altered, changed or amended except by a written document signed by the parties to the agreement.
- N. Authority to Bind the County: The offeror shall not have the authority to enter into any contract binding upon the County or to create any obligation on the part of the County except such as shall be specifically authorized by the County Commission or by the County Manager acting upon authority granted by the County Commission.

- O. Notices: Any notices required to be given under this agreement shall be deemed sufficient if given in writing, by mail, to the principal office of the County or to the principal office of the offeror.
- P. Availability of Funds: Payment and performance obligations for succeeding fiscal year periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal year period, the contract shall be cancelled. Obligations awarded shall terminate on June 30th. Unexpended funds shall revert to the County's Lodgers' Tax Fund.
3. AWARD OF CONTRACT: The award of contract shall be made to the responsible offeror or offerors whose proposal is most advantageous to the County, taking into consideration the criteria set forth in this Request for Proposals.
 4. TIMETABLE: Proposals pursuant to this Request for Proposals must be received at the County Manager's Office, San Miguel County Administrative Complex, 500 West National Avenue, Suite 201, Las Vegas, New Mexico 87701, in person or by mailing such proposal by April 3, 2019, not later than 3:00 p.m., at which time proposals shall be marked "Received". Proposals received will be reviewed and scored by the Lodgers' Tax Advisory Board. Award of proposal is projected to occur in April, 2019. All offerors, successful and non-successful, will be notified by mail.
 5. BRIBERY AND KICKBACKS: As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public official or public employee (Section 30-24-1, NMSA 1978, as amended); it is a third degree felony to commit the offense, demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA 1978, as amended); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA 1978, as amended); it is a fourth degree felony to commit the offense or paying illegal kickbacks (Section 30-41-2, NMSA 1978, as amended).
 6. RESPONSIBILITY OF OFFEROR: At all times is shall be the responsibility of the offeror to see that their proposal is delivered to the County Manager by the date and time set for the opening. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.
 7. NON-COLLUSION: In signing their proposal, the offeror certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted proposal.

8. CLARIFICATION OF PROPOSAL: Offerors requiring clarification or interpretation of the proposal specifications shall make a written request to the department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date, with a copy forwarded to the Finance Division. Any interpretations, corrections or changes (not part of the negotiation state) of the said proposal specifications shall be made by “ADDENDUM” only, including any opening or time change. Interpretations, corrections or changes of said proposal made in any other manner, before opening and negotiation state, will not be binding, and offeror shall not rely upon such interpretations, corrections and changes.

9. MODIFICATION or WITHDRAWAL of PROPOSAL: Proposals may not be withdrawn or cancelled by the offeror following the scheduled opening date and time. The offeror does so agree in submitting their proposal. Prior to the scheduled time and dated of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

10. APPLICATION OF PREFERENCE: Pursuant to Section 13-1-22, NMSA, 1978, any New Mexico resident business or resident manufacturer who wishes to receive the benefits of an “Application of Preference” must provide their certification number issued by the New Mexico State Purchasing Office on the Offeror Information/Affidavit Form in the Proposal.

11. SPECIAL NEEDS: Proposals will be opened and all submitted copies will be checked for accuracy of the department’s specific requirements. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiations or award process. The department making the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

12. NEGOTIATIONS: Discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.



SAN MIGUEL COUNTY LODGER'S TAX GRANT APPLICATION. 2019

REVISED: March 2019

ORGANIZATION NAME			
ORGANIZATION ADDRESS			
EVENT NAME			
EVENT DATES		TO	
EVENT ORGANIZER			
EVENT LOCATION			
ORGANIZER TITLE			
ORGANIZER PHONE			
ORGANIZER EMAIL			
CONTACT PERSON IF DIFFERENT FROM ABOVE			
CONTACT PHONE & EMAIL FOR SECONDARY PERSON			

PART 2: PROJECT COST AND FUNDING REQUEST		20 points
GRANT FUNDING REQUESTED: (REVIEW FUNDING PRIORITIES ON PAGE 1)		
TOTAL ANTICIPATED PROJECT COST		
ADDITIONAL FUNDING SOURCES		
IN-KIND CONTRIBUTIONS		
ANTICIPATED ATTENDANCE (not including staff)		
TOTAL NUMBER OF STAFF/VOLUNTEERS		

PART 3: CRITERIA

30 points

WERE YOU FUNDED PREVIOUSLY	YES	NO	(circle one)	WHEN?
PREVIOUS AWARDS AMOUNT				
NON-PROFIT?	YES	NO	(circle one)	Must provide non-profit status
IF APPLICABLE PLEASE PROVIDE: 501-C_____ or 501-C-3 PLEASE PROVIDE COPY or				
FEIN # _____ NM GRT # _____				
INCORPORATION # _____ Legal may review this section at any time.				
COPY OF N.M. CHARITABLE ORGANIZATION REGISTRATION STATEMENT (IF APPLICABLE)				(IF
COPY OF CURRENT CORPORATION REPORT CONFIRMATION (IF APPLICABLE)				(IF
COPY OF COUNTY/CITY BUSINESS LICENSE OR TEMPORARY USE PERMIT (IF APPLICABLE)				(IF
DESCRIBE THE OVERALL PROJECT/EVENT.				
WHERE & HOW WILL YOU BE ADVERTISING/PROMOTING THIS EVENT/PROJECT? BE SPECIFIC.				
DESCRIBE THE REGIONS/CITIES IN WHICH YOU PLAN TO MARKET YOUR EVENT/PROJECT. PERCENT ALLOCATED FOR EACH AREA?				
DESCRIBE YOUR EVENT/PROJECT ASSESSMENT/EVALUATION PLANS IN TERMS OF COUNTING YOUR PARTICIPANTS, WHERE THEY'RE FROM, THEIR HOTEL STAYS, ETC. HOW MANY PEOPLE? DO YOU ENCOURAGE OVERNIGHT STAYS? DO YOU ENCOURAGE VISITS TO LOCAL BUSINESSES.				

PART 4: LODGER'S TAX GOALS & PURPOSES	30 points
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Lodger's Tax Funds are allocated to meet the purposes and goals of San Miguel County regarding advertising, marketing, and promotion of tourist related events, activities and facilities.

DESCRIBE HOW YOUR EVENT WILL INCREASE TOURISM IN THE AREA AND IMPACT LODGING:

DESCRIBE ANY PARTNERSHIPS/COLLABORATIONS YOU WILL ENGAGE IN TO SUCCESSFULLY COMPLETE YOUR EVENT/PROJECT:

BY SUBMITTING THIS APPLICATION, YOU AGREE TO THE FOLLOWING (INITIAL EACH):

<input type="checkbox"/>	PROMOTE A POSITIVE IMAGE FOR SAN MIGUEL COUNTY
<input type="checkbox"/>	INCREASE YOUR ORGANIZATION'S CAPACITY TO DEVELOP RESOURCES & FUNDS TO REDUCE <input type="checkbox"/> RELIANCE ON LODGER'S TAX FUNDING
<input type="checkbox"/>	SUBMIT MATERIALS ONLY RELATED TO ADVERTISING, PROMOTION, AND MARKETING OF THE <input type="checkbox"/> EVENT/PROJECT IN SAN MIGUEL COUNTY.
<input type="checkbox"/>	YOU WILL USE THE FOLLOWING IN ALL PRINTED AND WEB ADVERTISING AND PROMOTIONAL MATERIALS. PROMOTION PARTIALLY FUNDED BY LODGER'S TAX ADVISORY BOARD. USE OF THE COUNTY LOGO IS ENCOURAGED.

PART 5: FINANCIAL DISCLOSURE CHECKLIST	10 points
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AS PER SAN MIGUEL COUNTY ORDINANCE, ALL APPLICANTS FOR LODGER'S TAX FUNDS MUST SUBMIT THE FOLLOWING INFORMATION:

- COMPLETE BUDGET FOR EVENT/PROJECT
- FIRST TIME APPLICANTS: A WRITTEN FUNDRAISING PLAN WITH COMPLETE LIST OF FUNDING SOURCES

FOR REPEAT APPLICANTS: A WRITTEN STATEMENT EXPLAINING HOW YOUR ORGANIZATION IS CULTIVATING ON-GOING SOURCES THAT REDUCES RELIANCE ON LODGER'S TAX MONIES

PART 6: ASSURANCES AND CERTIFICATIONS

I/WE CERTIFY THAT I/WE AM/ARE AUTHORIZED TO ACT ON THE BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE.

IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW THE FUNDS WERE USED AND WILL SUBMIT COPIES OF ALL INVOICES THAT WERE PAID WITH LODGER'S TAX GRANT FUNDS. WE WILL EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED FOR SAN MIGUEL COUNTY, AND WILL DELIVER AN ANNUAL EVALUATION REPORT TO THE COUNTY ON OR BEFORE THE ESTABLISHED DATE OF SUBMITTAL

PRINT YOUR NAME AND TITLE:

SIGNATURE:

DATE OF SUBMISSION:

LODGER'S TAX PROPOSAL LETTER OF TRANSMITTAL

THE UNDERSIGNED CERTIFIES THAT THEY HAVE READ AND UNDERSTAND THE ABOVE GENERAL CONDITIONS AND THAT THEY ACCEPT THESE CONDITIONS AND SUBMIT THE ATTACHED PROPOSAL IN FULL COMPLIANCE WITH THESE CONDITIONS AND THE APPLICABLE SPECIFICATIONS.

IN SUBMITTING THIS PROPOSAL, THE OFFEROR REPRESENTS THAT 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 THESE REQUEST PROPOSALS. THE OFFEROR WILL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS, LOCAL ORDINANCES AND THE RULES AND REGULATIONS OF ALL AUTHORITIES HAVING

JURISDICTION OVER SERVICES BEING PROVIDED.

EVALUATIONS AND FINANCIAL STATEMENTS ARE A REQUIREMENT OF THE PROPOSALS AND MUST BE SUBMITTED IN A TIMELY MANNER, BUT NO LATER THAN THIRTY (30) DAYS AFTER THE EVENT/PROJECT. FAILURE TO SUBMIT FINANCIAL STATEMENTS AND EVALUATIONS WILL BE CAUSE FOR REJECTION OF FUTURE AWARDS.

AUTHORIZED
SIGNATURE

PRINTED NAME

TITLE/POSITION

DATE: _____

TELEPHONE #

ADDRESS:

CITY, ST & ZIP:

EMAIL ADDRESS:
