



COUNTY OF MOHAVE NOTICE OF REQUEST FOR PROPOSALS

RFP No. 23P03 Fairgrounds Rodeo Arena Naming Sponsorship

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE AT: <http://procurementbids.mohave.gov>

INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, bidder's name and address** shall be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **December 12, 2022**. Questions must be addressed to the Procurement Officer listed below.

PROPOSAL DUE DATE: December 20, 2022 @ 2:00 PM, AZ TIME
PROPOSAL LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86402

PRE-PROPOSAL WEB CONFERENCE DATE: December 7, 2022
TIME: 1:00 PM, LOCAL AZ TIME
Microsoft Teams
[Click here to join the meeting](#)

Meeting ID: 295 089 480 584
Passcode: sG38gg

Or call in (audio only) +1 623-473-7231
Phone Conference ID: 175 718 692#

QUESTIONS SHALL BE DIRECTED TO:

November 20 & November 27, 2022
Publish Date(s)

MORGAN MICHAELS, CPPB
PROCUREMENT OFFICER SENIOR
(928) 753-0752, EXTENSION 1
MichaM@mohave.gov
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, Arizona 86402-7000

ISSUE DATE: November 18, 2022

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BACKGROUND

1. Mohave County (“County”), on behalf of the Mohave County Fairgrounds, is seeking proposals from interested parties to enter into an agreement with a firm or organization (herein referred to as the “Sponsor”) for naming rights at the Rodeo Arena Facility located at 2600 Fairgrounds Blvd., Kingman, Arizona.
2. The Naming Rights Package is more than a traditional corporate sponsorship/advertisement, providing the Sponsor the opportunity to create a valuable, positive association with the Mohave County Fairgrounds and the greater Mohave County community through marketing, advertising, hospitality, website, and promotional opportunities. The Sponsor will have the opportunity to gain local, regional, state, and national exposure.
3. **Facility Overview** – The Mohave County Fairgrounds is a County-owned and operated entertainment complex that serves to provide a user-friendly facility for entertainment, concerts, plays, conventions, sporting events, and civic gatherings to enrich the lives of the people in the Mohave County and surrounding areas.
4. The Mohave County Fairgrounds is a 76-acre property that includes multiple venues:
 - 4.1. Rodeo Arena – 120,000 Square Feet, 1,000 arena seats
 - 4.2. Expo Center – 24,000 Square Feet
 - 4.3. Show Arena
 - 4.4. Stables
 - 4.5. RV Park
5. The Mohave County Fairgrounds hosts several tradeshows and cultural events annually along with a multitude of events choosing the Fairgrounds as their venue of choice.
 - 5.1. Annual Events:
 - 5.1.1. Mohave County Fair
 - 5.1.2. Gymkhana Rodeo Series
 - 5.1.3. Andy Devine Rodeo
 - 5.1.4. Kingman Cancer Craft Fair
 - 5.1.5. City of Kingman/Mohave County 4th of July Celebration
 - 5.1.6. PRCA Rodeo
 - 5.2. Annual visits to the Mohave County Fairgrounds average over 100,000 (not including drive-by and/or staff, volunteer groups, etc.).

SCOPE OF SERVICES

1. Naming Rights Package:

1.1. Facility Name: The Name of the Mohave County Fairgrounds Rodeo Arena, as proposed by the successful Sponsor and subject to the approval by the Mohave County Board of Supervisors, shall be the exclusive name of the facility and/or parts of the facility in all official references as are practical during the term of the Agreement.

1.2. Media: Sponsor's name and logo identification in all official Mohave County Fairgrounds-related references made by the Fairgrounds including, but not limited to the following:

- 1.2.1. Media Correspondence
- 1.2.2. Media Placement – television, radio, billboards, print, digital display
- 1.2.3. Mohave County Fairgrounds Website
- 1.2.4. Facility-related publications
- 1.2.5. Advertising/promotional literature
- 1.2.6. Name Announcements & Promotional Campaign

1.3. Signage: The successful Sponsor will have the right to create and develop signage to be installed on the exterior of the Rodeo Arena facility, subject to prior approval by Mohave County.

- 1.3.1. Sponsor will commit to providing signage development and installation at their cost. Sponsor shall be responsible for contracting and paying for all work relative to the installation of all signage as negotiated in the Contract.
- 1.3.2. All sign content and placements must be approved by the Mohave County Board of Supervisors and be in accordance with all municipal approvals, permitting, zoning, and building code requirements.
- 1.3.3. Sponsor agrees to promptly remove signage upon termination of the Contract.

1.4. Corporate Use of Facility:

- 1.4.1. Sponsor shall receive six (6) free passes annually for entry to the Mohave County Fair during the term of this agreement.
- 1.4.2. Sponsor shall receive one (1) complimentary use of the Mohave County Fairgrounds Expo Center or Rodeo Arena per calendar year during the term of this agreement. This is based on facility availability and does not include the cost of equipment and/or catering expenses.

2. Payment:

2.1. County agrees to provide the Naming Rights Package as described above in exchange for payment in the amount listed on Form 2 – Sponsorship Proposal to be paid by Sponsor annually prior to the contract anniversary date.

INSTRUCTIONS TO OFFERORS

1. PRE-PROPOSAL WEB CONFERENCE AND SITE WALK:

The date and time of a prospective pre-proposal web conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. ***"Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."***

2. PROPOSAL FORMAT:

One paper original, three paper copies, and one electronic copy of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, and Evaluation Criteria. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. PREPARATION OF PROPOSAL:

- 3.1.** All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered.
- 3.2.** The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
- 3.3.** Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.4.** In case of an error in the extension of prices in the proposal, the unit price shall govern when applicable.
- 3.5.** Periods of time, stated in number of days, shall be in calendar days.
- 3.6.** It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

4. CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

5. WHERE TO SUBMIT PROPOSALS:

The offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE, AND TIME OF PROPOSAL OPENING shall be written on the envelope.

6. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

7. INQUIRIES:

Any question related to a Request for Proposal shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page, and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment will be binding.

8. REQUEST FOR ADDITIONAL INFORMATION:

The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

9. CONTRACT NEGOTIATIONS:

The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest-ranked Offeror without the need to repeat the formal solicitation process.

10. AWARD OF CONTRACT:

10.1. Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:

10.1.1. Waive any immaterial defect or informality; or

10.1.2. Reject any or all proposals, or portions thereof; or

10.1.3. Reissue the Request for Proposal.

10.2. A response to an RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

11. FAMILIARIZATION OF SCOPE OF SERVICES:

Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Services, laws, regulations, and other factors affecting performance of work. It shall carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.

12. LATE PROPOSALS:

Late proposals will not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.

13. WITHDRAWAL OF PROPOSAL:

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.

14. SOLICITATION AMENDMENTS:

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

15. CONFIDENTIAL INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

16. SUBCONTRACTORS:

Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

17. UPON NOTICE OF INTENT TO AWARD:

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

18. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to an RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed exception/s and any proposed substitute language and clearly describe how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.

19. PROPOSAL RESULTS:

Proposal results are not provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

20. VENDOR APPLICATION:

Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded from the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. EVALUATION SCORING CRITERIA

21.1. Evaluation of each offer received under this RFP that is determined to be responsive to the proposal requirements, shall be based upon the following scoring criteria listed in their relative order of importance:

- 21.1.1. Qualifications - 20 Points
- 21.1.2. Method of Approach – 30 Points
- 21.1.3. Revenue Sharing – 50 Points
- 21.1.4. Total Points Available - 100 Points

- 21.2. The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County’s Procurement Policy and all other applicable state and federal regulations.
- 21.3. The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data, conduct oral interviews and negotiations, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to the Mohave County Board of Supervisors.
- 21.4. Offerors will also be evaluated on their demonstrated ability to provide services for the targeted population as described in this RFP.
- 21.5. Offers may be rejected if it is determined to be in the best interest of the County.

22. AWARD PROCESS

22.1. Each Offeror will be notified in writing of the award determination. Formal notification of award and the execution of a contract are subject to approval by the Mohave County Board of Supervisors.

23. REQUIRED CONTENT AND ORGANIZATION

- 23.1. The Offer shall clearly demonstrate the Offeror’s ability to provide the services as described in the Scope of Services. A responsive offer must comply with the format and content requirements of the RFP.
- 23.2. Required submission documents should be included as an attachment and organized as follows:

Proposal Content: Title Page	Form 1 – Title Page
Table of Contents	Required with page numbers included.
Qualifications	Include information relevant to Qualifications (See Below.) Completed Form 3 – Questionnaire
Method of Approach	Include information relevant to Method of Approach (See Below.) Completed Form 3 - Questionnaire
Revenue Sharing	Completed Form 2 – Sponsorship Proposal

23.3. Proposal Format Requirements:

Font	12 Point – Times New Roman or Arial
Pages	Single-Sided
Margins	One (1) Inch – This applies to ALL margins.
Spacing	Double-Spaced
Footer	The name of the organization submitting the proposal and the page number on each page.

23.4. Qualifications (20 Points): Responses must include the following information:

- 23.4.1. Complete Form 3 - Questionnaire
- 23.4.2. Provide the name, a brief history, and a description of the Sponsor.
- 23.4.3. Identify your designated staff member(s) who will be working with and coordinating marketing and advertising activities with the Mohave County Fairgrounds during the term of the contract.
- 23.4.4. Outline the Sponsor's qualifications including its abilities, capabilities, values, mission, skill, and financial strengths as they relate to this proposal.
- 23.4.5. Provide any additional information that would distinguish the Sponsor in its service to the Mohave County Fairgrounds.

23.5. Method of Approach (30 Points): Responses must address the following:

- 23.5.1. Complete Form 3 – Questionnaire.
- 23.5.2. Describe a description of any promotional advertising opportunities that may include additional revenue or marketing benefits, which support the Mohave County Fairgrounds attendance or attendees.
- 23.5.3. State your firm's objectives and strategy to introduce, build, and increase awareness of the facility's new name. This is a key component of the Proposal and must be clearly delineated.
- 23.5.4. Outline the proposed term of the Agreement. A minimum term of five (5) years will be contemplated, beginning on or about March 2023.
- 23.5.5. If proposing additional value-added services, goods, one-time cash payments, trade, and/or marketing activities, detail the structure of how those benefits would be allocated to the Mohave County Fairgrounds and the approximate value of those activities, if applicable.

23.6. Financial Proposal (50 Points): Responses must include the following:

- 23.6.1. Complete Form 2 – Sponsorship Proposal.
- 23.6.2. Offeror may propose additional or alternative financial proposals. These must be described in detail by the Offeror and explicitly labeled as an exception to the solicitation provisions.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TYPE, TERM AND RENEWAL:

The term of the contract shall commence upon award and shall remain in effect for a term as negotiated prior to award, unless terminated, canceled, or extended as otherwise provided herein. The Sponsor agrees that the County shall have the right, at its sole option, to renew the Contract for additional renewal period or portions thereof upon expiration of the initial contract term if the Sponsor's proposal included such an option. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period, with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

2. CONFIDENTIALITY OF RECORDS:

The Sponsor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Sponsor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Sponsor as needed for the performance of duties under the Contract unless otherwise agreed to in writing by the County.

3. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services, and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the RFP shall prevail.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEYWORDS USED IN SOLICITATIONS:

- 1.1. Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- 1.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
- 1.3. May: Indicates something that is not mandatory but permissible.
- 1.4. For purposes of this solicitation, the following definitions apply:
 - 1.4.1. Sponsor, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the County.
 - 1.4.2. Contract - The legal agreement executed between the County and the Sponsor.
 - 1.4.3. County – Mohave County, Arizona, 86401.
 - 1.4.4. County Project Manager, County Contract Manager, or County Contract Administrator - The County employee specifically designated by the County Engineer as responsible for monitoring and overseeing the Sponsor's performance under this Contract.
 - 1.4.5. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
 - 1.4.6. Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - 1.4.7. Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
 - 1.4.8. Offeror – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
 - 1.4.9. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
 - 1.4.10. Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

2. **ACCEPTANCE:** The Sponsor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Sponsor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Sponsor's risk and may be returned to the Sponsor. If nonconforming material is returned, the Sponsor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Sponsor bears responsibility for all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."

- 3. ADDITIONAL COMPENSATION:** The Sponsor must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Sponsor of any work for which additional compensation will be requested.

 - 3.1. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.
- 4. ADVERTISING:** Sponsor must not advertise or publish information concerning this Contract without prior written consent of the County.
- 5. AMERICANS WITH DISABILITIES ACT:** The Sponsor must comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 6. APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.
- 7. ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Sponsor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
- 8. ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Sponsor will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Sponsor of the County's position within fifteen (15) days of receipt of written notice by the Sponsor.
- 9. BUSINESS LICENSES AND PERMITS:** The Sponsor must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Sponsor as applicable to this Contract.
- 10. CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:

 - 10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - 10.2. The Sponsor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
 - 10.3. The Sponsor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - 10.4. The Sponsor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
 - 10.5. The Sponsor certifies that, to the best knowledge and belief of the Sponsor, the Sponsor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.

- 11. CONFIDENTIALITY OF RECORDS:** The Sponsor must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. The Sponsor also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Sponsor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.
- 12. CONTINUITY:** The Sponsor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Sponsor for five (5) years after the termination of this Contract.
- 13. CONTRACT:** The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Sponsor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Sponsor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Sponsor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.
- 15. COST OF PROPOSAL PREPARATION:** The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Sponsor must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, will constitute breach of the Contract as a whole. Noncompliance is subject to STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."
- 17. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Sponsor or any other person except with prior written permission from the County.
- 18. FORCE MAJEURE:** Except for payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

18.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

19. GRATUITIES: The County may, by written notice to the Sponsor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Sponsor or any agent or representative of the Sponsor, to any officer or employee of the County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Sponsor the amount of the gratuity.

20. INDEMNIFICATION: To the extent allowed by law, Sponsor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, Officers, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Sponsor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Sponsor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Sponsor from and against any and all claims. It is agreed that Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Sponsor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, Officers, and employees for losses arising from the work performed by the Sponsor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management approved 11/14/2022 BS

21. INDEPENDENT CONSULTANT: Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

21.1. The Sponsor is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Sponsor's use at a later date.

21.2. The County will not provide any insurance coverage to the Sponsor, including Worker's Compensation coverage. The Sponsor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Sponsor should make arrangements to directly pay such expenses, if any.

- 22. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 23. ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If Sponsor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Sponsor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 24. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Sponsor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- 25. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.
- 26. LICENSES:** The Sponsor must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Sponsor as applicable to this Contract.
- 27. LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Sponsor until payment in full is made by the County. Upon request of the County, the Sponsor must provide a formal release of all liens.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.
- 29. PATENT INFRINGEMENT:** The County will advise the Sponsor of any impending patent suit and provide all information available. The Sponsor must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Sponsor must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Sponsor must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.
- 30. PROJECT COMPLIANCE:** It is the Sponsor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.

- 31. PROTECTION OF GOVERNMENT BUILDINGS:** The Sponsor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Sponsor fails to do so and damages such buildings, equipment and vegetation, the Sponsor must replace or repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Sponsor fails to or refuses to make such repair or replacement, the Sponsor is liable for the cost thereof, which may be deducted from the contract price.
- 32. PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- 32.1. A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:
- 32.1.1. The name, address, and telephone number of the protestor;
 - 32.1.2. The signature of the protestor or its representative;
 - 32.1.3. Identification of the solicitation number;
 - 32.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- 33. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.
- 34. PUBLIC HEARINGS:** The Sponsor must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.
- 35. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.
- 36. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Sponsor or any and all of Sponsor's subcontractor. Said audit will be limited to this Contract and its scope of services.
- 37. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Sponsor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Sponsor should make arrangements to directly pay such expenses, if any.
- 38. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

- 39. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.
- 40. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 41. SUBCONTRACTS:** No subcontract will be entered into by the Sponsor with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractors were the Sponsor referred to herein. The Sponsor is responsible for contract performance whether or not subcontractors are employed. The County will not unreasonably withhold approval and will notify the Sponsor of the County's position within fifteen (15) days of receipt of written notice by the Sponsor.
- 42. SUBSEQUENT EMPLOYMENT:** The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Sponsor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.
- 43. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Sponsor. If this Contract is terminated, the County will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, STANDARD TERMS AND CONDITIONS, "ACCEPTANCE" governs.
- 43.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Sponsor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Sponsor must:
- 43.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and
 - 43.1.2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- 43.2. If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

- 43.3. If the termination is for failure of the Sponsor to fulfill the Contract obligations, the County may complete the work by contract or otherwise, and the Sponsor is liable for any additional cost incurred by the County.
- 43.4. If, after termination for failure to fulfill Contract obligations, it is determined that the Sponsor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.
- 43.5. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.
- 43.6. Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County will notify Sponsor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

44. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394: Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Offerors").

_____ Yes _____ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

CONTACT:

FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Sponsor is now bound to provide the materials and/or services specified in RFP# 23P03 including all terms, conditions, specifications, amendments, etc., and Sponsor's Offer as accepted by Mohave County.

Sponsor has been cautioned not to commence any billable work or to provide any material and/or service under this Contract until Sponsor receives this signed sheet or written notice to proceed.

Awarded this _____ day of _____, 2023.

TRAVIS LINGENFELTER, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS

FORM 1 – TITLE PAGE

Service Provider:

Please submit all information requested herein

Organization / Agency / Company Name: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Telephone (include Area Code): _____

Contact Email Address: _____

Mailing Address: _____

Street Address if different from Mailing Address: _____

Organization / Agency / Company Website: _____

Applying As (check one of the following):

_____ Individual _____ Single Agency

_____ Consortium of Partners _____ Number of Consortium Partners

Consortium Partner(s) Name(s): _____

Form 2 – Sponsorship Proposal

**23P03 FAIRGROUNDS RODEO ARENA NAMING SPONSORSHIP
SPONSORSHIP PROPOSAL**

Offeror may propose additional or alternative financial proposals. These must be described in detail by the Offeror, comply with the terms outlined in this contract, and be explicitly labeled as an exception to the solicitation provisions. Attach additional sheets, if necessary.

Description	Paid to County
SPONSORSHIP FEE TO BE PAID TO MOHAVE COUNTY ANNUALLY:	\$

Form 3 - Questionnaire

<p>Name your Firm/Organization operates under:</p>	
<p>How many years of operation in the State of Arizona?</p>	
<p>How many years under the present name?</p>	
<p>Under what other names has your firm/organization operated?</p>	
<p>(PROVIDE ADDITIONAL SHEETS IF NECESSARY TO ANSWER)</p>	
<p>1. Provide the name, a brief history, and a description of the Sponsor.</p>	
<p>2. Identify your designated staff member(s) who will be working with and coordinating marketing and advertising activities with the Mohave County Fairgrounds during the term of the Contract.</p>	
<p>3. Outline the Sponsor’s qualifications including its abilities, capabilities, values, mission, skill, and financial strengths as they relate to this proposal.</p>	

<p>4. Provide any additional information that would distinguish the Sponsor in its service to the Mohave County Fairgrounds.</p>	
<p>5. Describe a description of any promotional advertising opportunities that may include additional revenue or marketing benefits, which support the Mohave County Fairgrounds attendance or attendees.</p>	
<p>6. State your firm's objectives and strategy to introduce, build, and increase awareness of the facility's new name.</p> <p>This is a key component of the Proposal and must be clearly delineated.</p>	

<p>7. Outline the proposed term of the Agreement. A minimum term of five (5) years will be contemplated, beginning on or about March 2023, as negotiated prior to award.</p>	
<p>8. If proposing additional value-added services, goods, one-time cash payments, trade, and/or marketing activities, detail the structure of how those benefits would be allocated to the Mohave County Fairgrounds and the approximate value of those activities, if applicable.</p>	
<p>9. Provide other relevant information that will assist Mohave County in evaluating your proposal.</p>	