



**REQUEST FOR STATEMENTS OF QUALIFICATIONS FROM
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT (“DISTRICT”) FOR
LEASING OF NAMING RIGHTS FOR ALL OR A PORTION OF THE
TUCSON CONVENTION CENTER**

Rio Nuevo Multipurpose Facilities District
1703 E. Broadway Blvd.
Tucson, Arizona 85719

SOLICITATION INFORMATION AND SELECTION SCHEDULE

District Solicitation Number: **RFQ RN-2021-08-02-TCC-NAMING**

District Solicitation Title: **Request for Qualifications for Leasing of Naming Rights
for All or a Portion of the Tucson Convention Center**

Release Date: **August 2, 2021**

Conference/Site Walk: **August 20, 2021**

Final Date for Inquiries: **September 1, 2021**

SOQ Due Date and Time: **September 10, 2021
4:00 p.m. (local time, Tucson, Arizona)
1703 E. Broadway Blvd.
Tucson, AZ 85719**

Oral Interviews (if necessary): **September 17, 2021 (via video conferencing)**

District Representative: Mark Collins mcollins@gustlaw.com
520-388-4780

RFQ Administrator: Brandi Haga-Blackman brandihb@rionuevo-tucson.org
520-623-7336

* **In the event that a Proposer cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the District’s sole discretion.**

** **The District reserves the right to amend the solicitation schedule as necessary.**

TABLE OF CONTENTS

<u>RFQ Sections</u>	<u>Page</u>
I --RFQ Process, Award of Agreement	A-1
II -- Statement of Qualifications Format; Criteria	A-5
III -- Oral Interviews; Criteria	A-8
IV -- Respondent Information Form	A-9
<u>RFQ Exhibits</u>	
A – Closing Instructions for 2019 Revenue and Refunding Transcript	
B – Excerpt of 2019 Tax Certificate	

PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Project; Intent; Context.

A. The District is issuing this Request for Qualifications (“RFQ”) seeking statements of qualifications (“SOQ”) from qualified individuals, entities or partnerships (“Proposers”) interested in obtaining a license for the naming rights of all or a portion of the campus of the Tucson Convention Center (“TCC”). This RFQ is the first of two phases. In this first phase the District is looking for expressions of interest from Proposers with experience in planning, development and implementation of the target naming rights. Firms or entities with actual experience in such planning, development and implementation are preferred. The TCC campus is comprised of the following components as generally depicted [here](#). The District controls all of these components unless otherwise indicated.

- (i) The Tucson Arena (8,962 seats)
- (ii) Tucson Music Hall (2,289 seats)(controlled by City of Tucson ("City"))
- (iii) Leo Rich Theater (511 seats)(controlled by the City)
- (iv) Exhibition Halls (113,940 sq ft)
- (v) Ballrooms (20,164 sq ft)
- (vi) Meeting Rooms (10,640 sq ft¹)
- (vii) Lobby
- (viii) Parking Structures (Lot A Garage and Lot C Garage²)

Any proposals for naming rights to the Tucson Arena that also include any or all of the other components listed above must contain a separate section or sub-proposal solely for the Arena component.

B. The second phase will involve negotiation of a "License Agreement" between either the District and/or the City depending upon which entity controls the subject component ("Controlling Entity") and one or more of the Proposers. In the event that the Controlling Entity is unable to negotiate and execute such a License Agreement this RFQ may be terminated or the Controlling Entity may seek to negotiate and execute a License Agreement with one or more of the other Proposers for the subject component(s) of the TCC.

C. Any License Agreement(s) relating to the naming rights for the Tucson Arena shall be subject to and in accordance with the License Agreement between the City, the

¹ An additional 18,000 sq ft of meeting rooms is currently under construction adjacent to the Ballrooms and South Exhibition Halls.

² A 500-space parking structure is currently under construction on Parking Lot C, west of the Music Hall.

District and IceArizona AHL Co, LLC dated May 17, 2016 (the "Existing License Agreement"), and in particular Section 4.8 of such License Agreement.

1.2 Benefits to Successful Proposer. Naming rights provide the successful Proposer(s) the opportunity to create a valuable association with the TCC, Rio Nuevo and the vibrant downtown Tucson community through advertising, marketing, online exposure and other promotional activities. The successful Proposer(s) will have the right to create and develop signage for the facility, subject to approval by the District and local governing authorities.

1.3 Scope of Services. The successful Proposer will be expected to Provide signage development to rename all or part of the TCC with a name chosen by the Proposer(s) subject to final approval by the District; (ii) Contract and pay for all work relative to the fabrication and installation of all exterior and interior signage, (iii) Provide all ongoing maintenance of exterior signage, with all interior signage to be maintained by the TCC and (iv) Provide objectives and strategy to introduce, build and increase awareness of the new name(s) for the TCC.

1.4 Relationship to TCC Technology / Partnering RFI. On behalf of itself and the City, the District is issuing a separate Request for Information ("RFI") soliciting partners and creative agreements to improve technology at the TCC ("Technology RFI"). The Technology RFI mentions the "naming rights" upon which this RFQ is focused. While this RFQ and the Technology RFI are two separate solicitations, since each focuses upon the same facility (the TCC) Proposers here may find it helpful to review the Technology RFI in preparing and submitting an SOQ in response to this RFQ. The Technology RFI, may be found at www.rio-nuevo.org and is identified as RFI-RN-2021-08-02-TCC-TECHNOLOGY.

1.5 Bond Counsel. Any License Agreement providing for naming rights revenue for all or a portion of the TCC is subject to prior approval by the District and the City, and such License Agreement(s) must comply with all private use/private activity restrictions that apply to the TCC as a result of the 2019 Refunding & Refinancing agreement (Exhibit A) and 2019 Tax Certificate (Exhibit B), and, at the Proposer's expense, shall be subject to review and approval by nationally recognized bond counsel selected by the Controlling Entity prior to the execution of any License Agreement.

1.6 Preparation/Submission of SOQ. Proposers are invited to participate in the competitive selection process for the naming rights as outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The District shall consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the District to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole and unfettered opinion of the District, any of the following are true:

(1) Proposer does not meet the minimum required skill, experience or requirements to perform or provide the Service.

(2) Proposer has a past record of failing to fully perform or fulfill contractual obligations.

(3) Proposer cannot demonstrate adequate financial stability.

(4) Proposer's SOQ contains false, inaccurate or misleading statements that, in the opinion of the District's designated Project Manager or authorized designee, are intended to mislead the District in its evaluation of the SOQ.

B. Submittal Quantities. Proposers must submit **one original hard copy** of the SOQ together with a PDF on a CD-ROM, thumb-drive or similar electronic storage device. Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

C. Required Submittal. The SOQ shall not exceed 25 pages to address the SOQ criteria (excluding cover letter, resumes and the Proposer Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **12 pt., Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being considered non-responsive. Each SOQ shall be submitted with the following documents:

(1) Cover letter with an **original ink signature** by a person authorized to bind the Proposer. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Proposer shall be considered non-responsive.

(2) Proposer Information Form, with **original ink signature**.

(3) References.

(4) Name and contact information for Proposer's suggested bond counsel.

(5) Resumes, Licenses and Certifications (if any).

(6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Proposer's Responsibilities. All Proposers shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be considered. A Proposer submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the RFQ number and title set forth above on the cover page and "Proposal for Naming Rights" on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the

sealed SOQ. The District is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be addressed to: Rio Nuevo Multipurpose Facilities District, 1703 E. Broadway Blvd., Tucson, Arizona 85719. Proposals must be received in the District's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Proposer (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.7 Cost of SOQ Preparation. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the District and will not be returned.

1.8 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the District Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the RFQ number and title, page and paragraph.

B. Inquiries Answered. Verbal or telephone inquiries directed to District staff **will not be answered**. Within three business days following the Final Date for Inquiries listed on the cover page of this RFQ, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the District and who legibly provided a mailing address, facsimile and/or e-mail address to the District. No questions submitted in any form after the Final Date for Inquiries will be answered.

1.9 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive. It shall be the Proposer's responsibility to check for addenda issued to this RFQ. Any addendum issued by the District with respect to this RFQ will be available at:

Rio Nuevo Multipurpose Facilities District
1703 E. Broadway Blvd.
Tucson, Arizona 85719
Rio Nuevo website at: www.rionuevo.org

1.10 Public Record. All SOQ shall become the property of the District and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the District's Procurement Code.

1.11 Confidential Information. If a Proposer believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the District Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Proposer as confidential shall not be disclosed until the District Representative makes a written determination. The District Representative shall review the statement and information with the District and shall determine in writing whether the information shall be withheld. If the District determines that it is proper to disclose the information, the District Representative shall inform the Proposer in writing of such determination.

1.12 Proposer Licensing and Registration. Prior to the award of any agreement, the successful Proposer shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the District. The Proposer shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.13 Certification. By submitting an SOQ, the Proposer certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment as such is defined in Federal Executive Order 11246.

C. No Gratuity. It 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 District employee, officer or agent in connection with the submitted SOQ. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, District Board members and District staff, unless such person is designated as a District Representative. All contact must be addressed to the District's RFQ Administrator, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Proposer Information Form is genuine, and the person signing has the authority to bind the Proposer. Failure to sign the cover letter and the Proposer Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

1.14 Selection Criteria.

A. Evaluation; Selection. A "Selection Committee" composed of representatives of the Controlling Entities will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Proposers based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to five finalists that may be invited for oral interviews with the Selection Committee, if deemed necessary. The Controlling Entities may conduct oral interviews with the selected Proposers and upon completion of the final evaluation of identified components, will create a final list of the three most qualified Proposers. The Controlling Entities will invite those firms or entities to move forward into a Request for Proposals process.

B. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the District expressly reserves the right to: (1) waive any immaterial defect or informality in an SOQ, (2) reject any or all SOQ or portions thereof, and (3) cancel and/or reissue this RFQ.

C. Protests. Any Proposer may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the District Procurement Code.

1.15 Offer. An SOQ submittal is an offer to contract with the Controlling Entity based upon the terms, conditions and specifications contained in this RFQ and the Proposer's responsive SOQ, unless and to the extent that any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. **Provided, however, that no contractual relationship shall be established until the Proposer has signed, and the Controlling Entity has approved, a License Agreement between the Controlling Entity and the Proposer in the form acceptable to the Controlling Entity.**

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to five of the highest ranked Proposers based upon the SOQ submittal scoring.

2.2 Proposal Format and Evaluation. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate each SOQ based upon the evaluation criteria as outlined in this document.

2.2.1. General Information (5 points)

2.2.1.1. One page cover letter as described in Subsection 1.2(C)
(Required Submittal).

2.2.1.2. Provide Proposer identification information. Explain the Proposer's legal organization including the legal name, address, identification number and legal form of the firm or entity (e.g., partnership, corporation, joint venture, limited liability company or sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Proposer is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

2.2.1.3. Identify the location of the Proposer's principal office and the local work office, if different from the principal office. Include any documentation that supports the Proposer's authority to provide services in Arizona.

2.2.1.4. Provide a general description of the Proposer that is proposing to obtain a license agreement to the naming rights described herein including years in business.

2.2.1.5. Identify any contract or subcontract held by the Proposer or officers of the Proposer that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

2.2.1.6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

2.2.1.7. Proposer Information Form, with an **original ink signature** (may be attached as separate appendix).

2.2.2. Experience and Qualifications of the Proposer (20 points)

2.2.2.1. Provide a detailed description of the Proposer's experience in performing similar License Agreements with municipalities or other entities of a similar size to the District and/or the City.

2.2.2.2. The District's representative may conduct any investigation deemed necessary to determine the Proposer's ability to perform the project. Proposers may be requested to submit additional documentation within 72 hours (or as specified) to assist the District in its evaluation.

2.2.3. Key Positions (10 points)

2.2.3.1. Identify each key personnel member that will be coordinating marketing activities with TCC management during the term of the agreement, including title and relevant experience required, including the proposed project manager and project staff.

2.2.3.2. Indicate the roles and responsibilities of each key position. Include senior members of the Proposer only from the perspective of what their role will be in providing services to the District.

2.2.3.3. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

2.2.4. Project Understanding and Approach (15 points)

2.2.4.1. Describe the Proposer’s comprehension of the District’s goals and objectives for the Project.

2.2.4.2. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the District, including the rationale for alternate approaches, and indicate how the Proposer will ensure that all efforts are coordinated with the District’s Representatives.

2.2.4.3. Discuss any major issues the Proposer may have identified with the Project and planning for development of the Project.

Total Possible Points for SOQ Submittal

50

PART III. ORAL INTERVIEWS (if necessary): SCORING

Following evaluation of the SOQ's by the District, up to five Proposers may be selected for oral interviews. The selected Proposers will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Proposers may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQ and relate more to identification of the Proposer’s project approach and to an appraisal of the people who would be directly involved in the Services for this RFQ.

Oral Interview Criteria

During any oral interviews, the relative weight afforded to each of the criteria will be as follows:

Project Understanding and Approach (20 points)

Key Positions (10 points)

Experience and Qualifications of the Proposer (20 points)

Total Possible Points for Oral Interview (50 points)

PART IV. DEVELOPER INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Proposer certifies that it has reviewed the administrative information and draft of the Professional Services Agreement’s terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

DEVELOPER SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

DISTRICT STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Proposer been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

Exhibit A
[Closing Instructions for 2019 Revenue and Refunding Transcript]

Exhibit B
[Excerpt of 2019 Tax Certificate]