



Request for Proposal, 24MCO633 Horseshoe Advertising Space

Date Required: Monday August 19, 2024

Time Required: 1:00pm Local Time

INTRODUCTION:

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors, to lease electronic and marquee sign advertising space at Midland County Horseshoe properties. The following pages provide general information about the requirements and specifications for the package.

This request for proposal ("RFP") is part of a competitive process which provides qualified Vendors with a fair opportunity to lease advertising space located on Midland County owned property. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

QUESTIONS:

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00pm on Wednesday July 31, 2024**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at www.co.midland.tx.us. Solution providers are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all issued added are properly acknowledged with their submitted proposal response. Midland County will not be responsible for any verbal exchange between the vendor and an employee of Midland County.

COPIES AND RECEIPT:

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 6) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

HORSESHOE ADVERTISING SPACE 24MCO633

Company Name

Responses must be received by **1:00pm Local Time on Monday August 19, 2024**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Vendors may use mail or express systems to deliver their proposal to the Purchasing Department; they should insure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

SUBMISSION LOCATION: All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

DOCUMENTATION SUBMISSION:

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

ALTERATION OF PROPOSAL:

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

WITHDRAWAL:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Vendor is required to sign affidavit form included in Proposal documents.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

CONFIDENTIALITY:

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **1:05pm on Monday August 19, 2024**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including proposed advertising content (video/sign design). The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

RIGHTS OF THE CONTRACTING AUTHORITY:

Midland County reserves the right to withdraw this RFP at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the vendor nor obligates Midland County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Midland County.

ORAL COMMITMENT:

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Midland County personnel or official are not binding on Midland County.

WAIVER OF CLAIMS:

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

SELECTION CRITERIA:

Price is a primary consideration, however, it is not the only consideration to be used in the selection. The type of business and location are also factors that will be considered. Midland County will require that the successful vendor provide a representative for all County related business.

ORDINANCES AND PERMITS:

The Vendor agrees to comply with all applicable Federal, State, or local code and ordinances.

INDEMNIFICATION:

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

PARTIAL INVALIDITY:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

CONTRACT TERMINATION:

Non-performance of the Vendor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise.

REMEDIES:

The successful vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any lawsuit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

ASSIGNMENT:

The Vendor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

BUSINESS CHANGE DISCLOSURE:

The Vendor shall immediately disclose any knowledge of a business change (i.e., name change, change in ownership, etc.) that will take place during the duration of this contract.

**REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

County, State, Zip _____

Notary Seal Below

SPECIFICATION

PURPOSE:

Midland County would like to offer electronic and marquee sign advertising space for Vendors to lease at a monthly rate.

SPECIFICATIONS:

Vendor will provide Midland County with the marquee sign for the outdoor signs and/or an electronic advertisement to run on the Pavilion Wayfinder screens. These spaces are shown on pages 9-13 of this RFP.

Outdoor sign measurements are 37 3/8" high and 109 1/4" wide.

Electronic still images must be in .jpg or .png format. Electronic videos must be in .mp4 format. Electronic images/videos are to be 1920x1080 pixels. Electronic images/videos will play on all 10 monitors in the main hall of the Horseshoe Pavilion for 10 second increments on a looped reel.

EVALUATION PROCESS:

The County will award to the respondent that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

CRITERIA:

Introduction (Executive Summary): 1 page maximum

Location of Vendor: (10 points, maximum)

- Indicate the exact legal name of Vendor and office/business location. If your corporate office is not in Midland County, please indicate any branch offices that may be in Midland County.

Type of Business: (10 points, maximum)

- Indicate your type of business (corporation, LLC, partnership, individual/sole proprietor, etc).
- Indicate overall goods/services that your business provides.
-

Cost: (80 points, maximum)

- Indicate the Vendor's proposed price for the lease of advertising space by completing and returning the BID RESPONSE FORM (page 8). Also, if bidding on the outdoor advertising space, please indicate your desired spot(s) on either/both of the sign boards.

BID RESPONSE FORM

LOCATION	ADVERTISING SPACE	COST
<u>INTERSTATE 20</u> <u>MARQUEE SIGN BOARD</u>	This sign board has 6 sign spaces that face east along Interstate 20 and 6 sign spaces that face west along Interstate 20. Indicate the number of signs you would like to bid on and the desired amount you are bidding to pay for each sign per month. Indicate your preferred sign location in the diagram below.	# of signs _____ \$ _____ Per Sign Per Month Minimum of \$2,000/mo
<u>GARFIELD/COTTON FLAT</u> <u>MARQUEE SIGN BOARD</u>	This sign board has 6 sign spaces that face north along Garfield/Cotton Flat and 6 sign spaces that face south along Garfield/Cotton Flat. Indicate the number of signs you would like to bid on and the desired amount you are bidding to pay for each sign per month. Indicate your preferred sign location in the diagram below.	# of signs _____ \$ _____ Per Sign Per Month Minimum of \$1,500/mo
<u>PAVILION WAYFINDERS</u>	Image/Video will play for 10 seconds on a looped reel on 10 monitors in common areas of the Horseshoe Pavilion Building.	\$ _____ Per Month Minimum of \$500/mo

I-20 EAST FACING SPACES	

I-20 WEST FACING SPACES	

GARFIELD/COTTON FLAT NORTH FACING SPACES	

GARFIELD/COTTON FLAT NORTH FACING SPACES	

Midland County Horseshoe

ADVERTISING PACKAGE



I-20



\$2,000 per month

- 1,634,640 impressions per month
- \$1.25 per 1,000 impressions

Midland County Horseshoe 2514 Arena Trl
Midland, TX 79701 (0 - 3 mi)

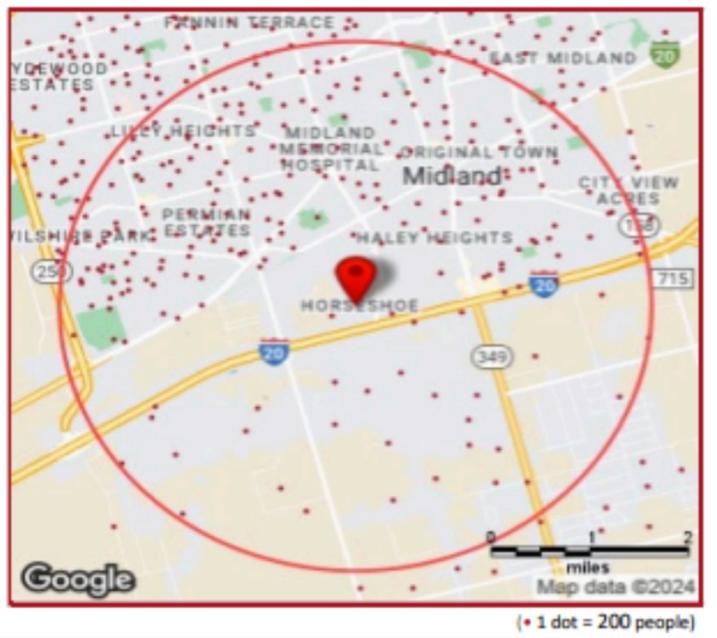
Two-Way Average Daily Traffic on I-20

36,325 Vehicles per Day

1,089,750 Vehicles per Month

13,258,625 Vehicles per Year

With a load factor of 1.5 people 18+ years of age per vehicle, traffic at your location delivers **54,488 daily impressions.**



Population Statistics

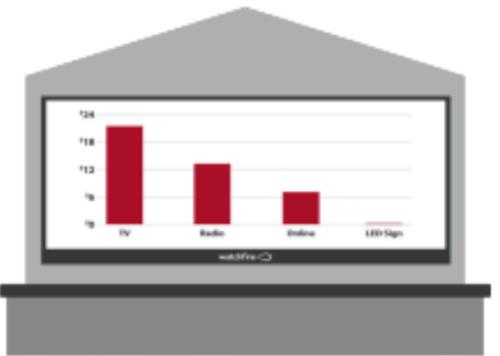
Summary	
2020 Census	53,489
2023 Estimate	54,113
2028 Projection	53,284
'20 - '23 % Change	1.2%
'23 - '28 % Change	-1.5%

Age Cohorts	Median Age:	33.9
Population: < 18	14,574	26.9%
Population: 18 - 35	13,441	24.8%
Population: 35 - 50	10,843	20.0%
Population: 50 - 65	8,743	16.2%
Population: > 65	6,511	12.0%

Education		
HS grad. or less	17,692	51.8%
Some college	7,588	22.2%
Assoc./prof. degree	3,139	9.2%
Bachelor's degree	4,507	13.2%
Master's or higher	1,213	3.6%

Mode of Transportation to Work		
Car, truck, or van	23,490	97.7%
Public trans.	42	0.2%
Motorcycle	12	0.0%
Bicycle	62	0.3%
Walked	224	0.9%
Other means	202	1.0%

CPM Comparison



An LED display's CPM is often far lower than the CPM of traditional media.

To calculate your estimated cost per thousand impressions, or CPM, divide the daily cost of your new display by the number of impressions per day, and multiply by 1000.

Yearly Income by Household	
Average HH Income:	\$87,495
Median HH Income:	\$69,493

Your Local Watchfire Contact

TBD

Jessica Hart
Jessica.Hart@watchfire.com
217-431-9479

This Report Was Prepared By:
Jessica Hart

Watchfire Signs makes no representation concerning the accuracy of data obtained from state or national geodatabase sources.

Garfield



\$1,500 per month

- 371,490 impressions per month
- \$4.03 per 1,000 impressions

Midland County Horseshoe

2514 Arena Trl
Midland, TX 79701 (0 - 3 mi)

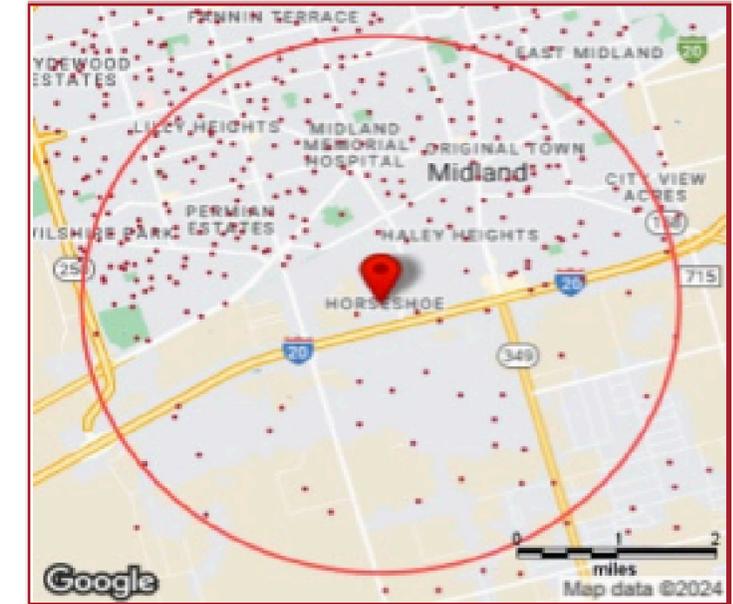
Two-Way Average Daily Traffic on Garfield St

8,255 Vehicles per Day

247,650 Vehicles per Month

3,013,075 Vehicles per Year

With a load factor of 1.5 people 18+ years of age per vehicle, traffic at your location delivers **12,383** daily impressions.



Population Statistics

Summary

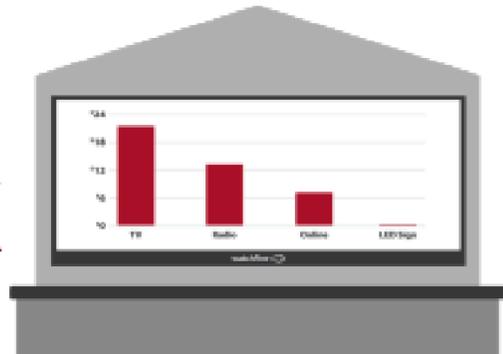
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'20 - '23 % Change	1.2%
'23 - '28 % Change	-1.5%

Age Cohorts

Age Cohort	Population	Percentage
Population: < 18	14,574	26.9%
Population: 18 - 35	13,441	24.8%
Population: 35 - 50	10,843	20.0%
Population: 50 - 65	8,743	16.2%
Population: > 65	6,511	12.0%

Median Age: 33.9

CPM Comparison



An LED display's CPM is often far lower than the CPM of traditional media.

To calculate your estimated cost per thousand impressions, or CPM, divide the daily cost of your new display by the number of impressions per day, and multiply by 1000.

Education

HS grad. or less	17,692	51.8%
Some college	7,588	22.2%
Assoc./prof. degree	3,139	9.2%
Bachelor's degree	4,507	13.2%
Master's or higher	1,213	3.6%

Mode of Transportation to Work

Car, truck, or van	23,490	97.7%
Public trans.	42	0.2%
Motorcycle	12	0.0%
Bicycle	62	0.3%
Walked	224	0.9%
Other means	202	1.0%

Yearly Income by Household

Average HH Income:	\$87,495
Median HH Income:	\$69,493

Your Local Watchfire Contact

TBD
 Jessica Hart
 Jessica.Hart@watchfire.com
 217-431-9479

This Report Was Prepared By:
 Jessica Hart

Watchfire Signs makes no representation concerning the accuracy of data obtained from state or national geodatabase sources.

Pavilion Wayfinders



The Pavilion has thousands of guests per month that can see your branding.

The Wayfinders offer the versatility to display an image or a short ad video to help market your brand and image.

\$500 per month

- 7,618 impressions per month

Midland County Horseshoe

ADVERTISING PACKAGE

ADVERTISE YOUR BRAND TODAY
WITH THE MOST VERSATILE VENUE
IN WEST TEXAS!

