



City of Haverhill

Request for Proposal

Stadium Naming Rights

RFP015A.11

RFP Due Date: Thursday, April 28, 2011 @ 11:00 A.M.

City of Haverhill Purchasing Department

**City Hall, Room 105
4 Summer Street
Haverhill, MA 01830-5875**

**Telephone: (978) 420-3606
purchasing@cityofhaverhill.com**

General Information

The City of Haverhill (CITY) hereby requests sealed proposals from proposer's for the Naming Rights for Haverhill Stadium. The CITY is interested in proposals from firms who would pay for the right to place their name on the stadium for the purpose of generating an additional source of revenue for the CITY.

- A. Proposals will be received at the Purchasing Department, City Hall Room 105, 4 Summer Street, Haverhill, Massachusetts 01830 no later than 11:00 A.M. on Thursday, April 28, 2011. Proposals received after the deadline will not be considered. The original proposal with three (3) copies must be sealed in an envelope.
- B. A Pre-Proposal Conference is scheduled for April 14, 2011, at 10:00 AM in Room 301 at Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830.
- C. Naming Rights will be awarded by the City within ninety (90) days after the proposal opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the responsible and responsive Proposer.
- D. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all Proposers on record as having picked up/downloaded the RFP. Proposers shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The City will require acknowledgement of any addenda issued to be included on the proposal form.
- E. Questions concerning this proposal must be submitted in writing to: Robert J. DeFusco, email rdefusco@Cityofhaverhill.com, before 2:00 PM on April 14, 2011. Question may be delivered, mailed, emailed or faxed. This inquiry procedure provides the means by which a Proposer may request information and/or request changes to the requirements of this RFP. Proposers are cautioned that an inquiry should be written in generic terms and must not contain any cost data. The inclusion of cost information in an inquiry may result in the Proposer's disqualification. Written responses will be mailed, emailed or faxed to all Proposers on record as having picked up / downloaded the RFP.
- F. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
- G. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City.
- H. All proposals submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.
- I. The Proposal must be signed as follow: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

Description

- A. The City believes that it could generate income from signage placed at or near the top of the viewing stands area that can be seen from the adjacent fields and roadways. To that end, it is interested in receiving proposals from companies that could interest potential advertisers.
- B. The City is interested in contracting with a firm that will pay for the right to market a limited number of advertising displays for the purpose of generating an additional source of revenue.

- C. In consideration of the rights and privileges granted, the Applicant agrees to and will pay to the City, an annual payment payable on July 1st of each year.
- D. All proposals shall specify an annual payment for the term of the agreement. The annual payment for the first year shall be paid in a one-time lump sum amount to the City on the execution date of this agreement. The minimum annual payment of \$25,000 is required.
- E. Commencement of Rights: The term will commence upon the execution date. An agreement will be drawn up within 30 days of award if all pertinent Federal, State, County and local permits and approvals have been provided to the City. The Successful Proposer(s) shall not be permitted to begin construction or installation of equipment before executing an agreement.
- F. Duration: The agreement shall be three (3) years

Rule for Award: Per Massachusetts General Laws, Chapter 30B, a contract for the procurement of advertising is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, the City of Haverhill, at its own discretion, will select the firm that it believes, in its own opinion, offers the best all around proposal, that the City of Haverhill is seeking to obtain. Because advertising is exempt from the Bidding laws, the City of Haverhill is free to negotiate with whatever firms they so choose, in whatever manner they believe is best suited to the City of Haverhill's needs. If the City of Haverhill so chooses, the City of Haverhill may continue to solicit additional proposals beyond the stated proposal date listed herein.

Additional Contract Terms & Conditions:

- A. The agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. The City makes no guarantee that any agreement will take place resulting from this RFP. The City of Haverhill reserves the right to reject any or all proposals. Final acceptance of any proposal is the responsibility of the Mayor.
- C. The successful Proposer will not be permitted to assign or underlet the agreement, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the City.
- D. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.
- E. The selected Proposer will be required to sign an agreement with the City in which he/she accepts responsibility for the terms and conditions as stated in the RFP.
- F. Proposers must respond thoroughly to the requirements of this Request for Proposals (RFP). The proposal shall be a part of any Agreement resulting from this RFP. Proposers are cautioned not to make claims or statements to which they are not prepared to commit contractually.
- G. Proposals must remain in effect for at least ninety (90) days from the submission deadline and thereafter until either the Proposer withdraws its proposal in writing, an agreement is executed, or the solicitation is canceled, whichever occurs first.
- H. The City reserves the sole right to terminate the agreement upon 180 days notice in the event that it determines in City's sole discretion that the municipal use of the premises is to be changed in a manner which makes the agreement incompatible with the new use. If at any time the successful Proposer(s) fail to fulfill or comply with any of the requirements of this proposal, the City, at its option, can terminate this agreement upon thirty (30) days written notice to the firm.
- I. Proposers must bear all costs associated with their proposals including preparation, copying, postage, and delivery costs. The City will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.

- J. The City retains the right to cancel this RFP at any time prior to the execution and approval of an agreement. If this Solicitation is canceled, all proposals received in response to this RFP will be rejected.
- K. The City will disqualify any Proposals it determines to be unresponsive, including, but not limited to: Proposals determined to be non-responsive to any requirement of this RFP; Proposals that fail to meet the Quality Requirements listed in this RFP; Proposals that are received after the submission deadline; or Proposals in which the Proposer misrepresents or provides demonstrably false information.
- L. The City shall be under no obligation to return any proposals or materials submitted by a Proposer in response to this RFP. All materials submitted by Proposers become the irrevocable and sole property of the City. The City reserves the right to use any or all ideas, concepts, or configurations presented in a proposal whether or not the proposal is selected.
- M. All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10 and to Chapter 4, Section 7, subsection 26, regarding public access to such documents. Statements or endorsements made by the Proposer that are inconsistent with those statutes will be disregarded. All proposals shall be deemed to be public records within the meaning of M.G.L. X. 4, §7(26). If a Successful Proposer believes that the RFP requires the disclosure of technical, proprietary or trade secret information that the Successful Proposer is not willing to make public, it may submit such information in a separate envelope clearly marked, which will be returned to the Successful proposer following the designation of successful proposer. No part of a proposal involving the amount of rental income the Successful Proposer is willing to pay may be designated as confidential.
- N. Indemnification

The Applicant agrees to indemnify, defend and hold harmless the City against and from any and all claim, damages and judgments brought or asserted by or on behalf of any person, firm or corporation arising during (even though asserted after) the term of the Contract, from the conduct or management of or from any work or thing done in connection with the Applicant's right to place and display advertising material in and upon the Stadium. The Applicant will further indemnify, defend and hold harmless the City from any and all claims, damages and judgments arising or asserted from any breach or default on the part of the Applicant in the performance of any covenant or agreement which the Applicant must perform under the terms of the Contract.

The Applicant will indemnify, defend and hold harmless the City from any claims, damages or judgments arising or asserted from any act of neglect of the Applicant or any of its agents, sub-agents, servants, employees or licensees, or anyone claiming by, through or under the Applicant or from claims, damages or judgments arising or asserted from any accident, injury, damage, claim or judgment whatsoever caused to any person, firm or corporation occurring during (even though asserted after) the term of the Contract in connection with the Applicant's right to place and display advertising material in and upon the Stadium facility

In addition, the Applicant's obligation to indemnify, defend and hold harmless the City shall include but not be limited to the following claims, damages or judgments:

All property damage (including that of the Stadium and/or the City) and loss or injury (including death) to any person whatsoever resulting from the presence in or upon any structure or premises of the Stadium facility of any advertising display.

Libelous or objectionable advertisements, notices or publications, and all actions or decisions pertaining thereto, whether actual or alleged, arising out of or in any manner connected with the exercise of the rights, powers and privileges granted to the Applicant.

Injunctions as well as damages for infringement of any copyrights, trademarks, or patents by the use of any advertisement, notice, publication, device, process or equipment in connection with the exercise of the rights, powers and privileges granted to the Applicant.

Failure by the Applicant to comply with any requirement of any public authority or with any provision of any state, federal or local statute, ordinance or regulation applicable to the Applicant or to its use of the Stadium facility.

In addition, the Applicant will defend the City against any claim, damage or judgment arising or asserted from his right to display advertising material on the Stadium facility, and will indemnify and hold harmless the City from all reasonable costs, counsel fees, expenses and liabilities incurred in connection with or in defending any such claim, damage or judgment in any action or proceeding.

- O. Any amendments to the agreement must be in writing and signed by individuals authorized to contract on behalf of the City of Haverhill.
- P. The agreement will constitute the entire agreement and that there are no agreements other than those incorporated therein.

SCOPE OF SERVICES:

- Title Sponsorship entitles the sponsor to rename the Haverhill Stadium in the form of _____ **Stadium** with a name chosen by the sponsor. The sponsor will have the non-exclusive right to place its name on existing external and internal signage, including, but not limited to exterior of the facility, interior signage, street signage, directional signage and highway signage.
- All signage must be approved by the Haverhill Stadium Commission to ensure that it conforms to the historical nature of Haverhill Stadium and that it does not distract from the neighborhood atmosphere of the Riverside Community.
- The sponsor will commit to provide all materials and replacement signage, including installation as needed to complete the re-fitting of the Stadium. The cost of changing all interior signage will be paid for by the naming rights sponsor. All sign placements must be approved by the Haverhill Stadium Commission and be in accord with any and all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights sponsor shall be responsible for contracting all work relative to the removal of existing signage and the installation of all interior signage. All contractors and subcontractors performing work at the request of the naming rights sponsor shall be required to provide certificates of insurance in compliance with the insurance requirements set forth herein.
- The contractor shall provide all on going maintenance and bulb replacement for the signs that are located on the exterior of the building and street entrances. All other signs in the facility, once installed, are the responsibility of the successful Proposer.
- The sponsor will have the following options to develop one of two areas within the walls of Haverhill Stadium. (Dimensions are maximum measurements).
 - 1. Sign over the Baseball Ticket Booth up to 22' w X 15' h facing Route 97 & 113. (Electric is available).
 - 2. Press Box Signs Front and Back. (Electric is available). Up to Front 40' w X 5' h. Back 45' w x 15' h.
- Sponsor's name shall appear on all printed materials (letterhead, fax documents, business cards, brochures, etc.), press releases, radio and television advertising, website, all billboard advertising, uniforms and computer printed event tickets. The cost for artwork, production, and installation costs of the sign faces shall be the responsibility of the awarded Proposer.
- Proposers are encouraged to offer and shall describe additional promotional advertising opportunities that may include additional revenue or marketing benefits, which supports attendance or attendees.

- Proposers shall address their marketing and public relations program to promote the new facility name locally, regionally and nationally.
- Proposers shall state their 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.
- Proposers shall describe their strategy to ensure a complete and integrated use of the new name on the established date.
- Proposers shall describe any programs that they believe will create excitement, enthusiasm and promote goodwill by reaching out to the local and regional community.
- **Maintenance & Appearance**
The name shall be placed in a manner that is acceptable to the City. The Applicant shall maintain such name displays and shall furnish at its expense all materials incidental to the operation of its business. The Applicant shall be responsible for the installation, maintenance and repair of all display covered by the Contract. The cost of all labor and materials needed to repair the name display covered by the Contract shall be borne 100% by the Applicant. If, under unusual circumstances, the City is required to make repairs to any displays, any labor costs of the City in making such repairs shall be borne 100% by the Applicant. The installation of all new displays shall be approved in writing by the City.

Displays shall be satisfactory in appearance and content to the City and shall be located and maintained so as not to interfere with the safety or convenience of people attending events or with the safe and convenient operations of the Stadium facility. The CITY shall be the sole judge of such matters of safety, convenience, and appearance, and will determine the number and location of displays allowed.

The Applicant will inspect, (and if necessary repair or replace) all advertisements, advertising devices, frames, etc., no less than once per quarter. Any advertisements which are missing, faded, torn or vandalized shall be replaced by the Applicant within a mutually agreed upon time frame. The Applicant shall, at all reasonable time, have the right of inspection of and access to display devices, advertisements and equipment.

- **Removal of Displays**
Displays shall not be removed by the Applicant without written approval by the CITY. Should the Applicant notify the CITY that it wishes to remove any existing displays, then upon receiving the City's prior written approval of the particular project(s), the Applicant shall be responsible for the entire cost of such removal and replacement.
- **Appearance & Character of Advertisements**
All advertisements at any time placed by the Applicant in or upon any locations shall be of a reputable character and the appearance of all advertisements shall be acceptable to the City. No libelous, slanderous, or obscene advertisements may be accepted by the Applicant for display. The City will not accept advertisements containing violent criminal content, firearms, profanity, promotional materials that are harmful to juveniles and advertisements that denigrate groups based on race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, handicapped or political affiliation. Advertisement shall be submitted in advance to the City for review at the City's request or whenever the Applicant reasonably believes such advertisements may be objectionable within the meaning of this section.

Any advertisements determined by the City to be objectionable within the meaning of this Section shall be removed by the Applicant within 24 hours of notification of such determination. If the Applicant shall fail to do so, the City, at the Applicant's expense, may forthwith remove the same without liability for such removal.

The City reserves the right to request review of any and all advertisements.

EVALUATION PROCESS

The objective of the City's criteria is to identify a responsive and responsible proposer capable of fully performing under the terms of this Request for Proposals and final agreement. The City will evaluate proposals submitted on the basis of the evaluation criteria set forth in this Request for Proposals

Interviews may be required at the City's discretion after review of the technical proposals. . Proposers who fail to include all submission requirements will be rejected as non-responsive. Proposers will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty five minutes in length, with a question and answer period.

Quality Requirements:

1. The Applicant must have been continuously operating as an established business in this field for a minimum of 24 months and possess full service capabilities for marketing.
2. The Applicant currently maintains an office that is professionally staffed which conducts business five days a week throughout the year, holidays excluded.

Comparative Criteria The relative merits of each submittal will be evaluated using the following Comparative Criteria.

- **Proposed rental price for the property:** The overall price that the Bidder proposes to pay for the naming rights.
- **Benefit/enhanced value to the City:** The City will evaluate the potential value the successful bidder brings to the City.
- **Financial Standing:** Bidders must be in good financial standing at the time bids are received with the City of Haverhill for their bid to be accepted.

Forms to be Included in the Technical Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

Proposals shall include the following:

1. Name and address of the Firm;
2. Name and telephone of contact persons;
3. Resumes of principals who will be overseeing the installation of the equipment and the negotiation of the agreement.
4. If a joint venture is proposed, the above information for all parties to the joint venture and the role of each party to the venture;
5. List any proceeding by the federal, state, or local government, or any officer, commission, board or instrumentality of such government.

6. Provide any and all company financials, including but not limited to, earnings, holdings, subsidiaries and or public stock information that may be requested by the City that may indicate financial stability and growth.

References

Provide references, with contact phone numbers from other clients whereby similar work has been done. List examples of and/or show examples demonstrating the ability of the agencies team to do the scope of work outlined in this RFP.

The following information must be included the following documents:

- Appendix A - Proposal Pricing Sheet.
- Appendix B - Non-Collusion, Tax-Compliance and Foreign Corporation Certification.
- Appendix C - References.

Appendix A
RFP015A.11
Proposal Pricing Sheet

Proposed Name: _____ **Stadium**

Year	Annual Payment <i>Minimum Annual Payment - \$25,000.00</i>
1	\$ _____
2	\$ _____
3	\$ _____
Total	\$ _____

This RFP includes addenda numbered _____.

Name _____

Address _____

Signature of Company Official _____

Printed Name & Title of Company Official _____

Phone number _____

E-Mail _____

Appendix B
RFP015A.11
Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal _____

Print Name _____

Name of Business _____

Date _____

Appendix C
RFP015A.11
References

Municipality	Contact Person	Address	Phone