

# REQUEST FOR PROPOSAL SOLICITATION NO. CP1901

## Exclusive Naming Rights for the District Two High School Stadium

CHARLESTON COUNTY SCHOOL District  
3999 BRIDGEVIEW DRIVE  
NORTH CHARLESTON, SC 29405

### DESCRIPTION

Charleston County School District, hereafter referred to as “District”, is soliciting proposals for exclusive naming rights to the newly constructed District Two Stadium located at 1010 Warrior Way, Mount Pleasant South Carolina. It is the intention of the District to appoint a company to be given exclusive naming rights for the sports stadium for the period of **October 1 2018 – June 1, 2023.**

### GENERAL INFORMATION

#### Instructions to bidder:

1. One original, five (5) copies, and one USB Flash Drive of the response must be mailed or hand delivered to the following address:

Charleston County School District  
Attn: Lawrence Lutrario, Procurement Officer  
3999 Bridge View Drive  
North Charleston, SC 29405

Outside envelopes **MUST** be marked clearly and visibly with the **solicitation number**. District does not take responsibility for unmarked envelopes.

2. Faxed or emailed responses **WILL NOT** be accepted.
3. Proposals will be accepted in the Charleston County School District Procurement Office located at 3999 Bridge View Drive, North Charleston, South Carolina 29405 until **August 30, 2018 at 2:00 p.m.** All responses received after this date and time will be rejected. Vendor names will be read aloud. Prices will not be divulged at opening and no consideration of award will be made at this time.
4. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person submitting the proposal. **Cost proposals must be in a separate sealed envelope.**

5. Offerors are to include all requested information and are encouraged to include any additional information they wish to convey to the District.
6. Questions regarding this solicitation must be directed to Lawrence Lutrario, Procurement Officer, in writing via email at lawrence\_lutrario@charleston.k12.sc.us later than **August 22, 2018 at 12:00 p.m.** Responses to all questions will be completed and forwarded to all potential offerors by **August 24, 2018.**
7. Mark each part of your proposal which you consider proprietary as “CONFIDENTIAL”. Proposals marked in their entirety as “CONFIDENTIAL” will be rejected. See “Proprietary/Confidential Information”.
8. Ambiguous proposals which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded.
9. The solicitation may be amended at any time prior to opening. Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment.
10. Offers may be withdrawn by written notice to the Procurement Officer at any time before the proposal opening. A proposal may be withdrawn in person by an offeror or its authorized representative prior to the proposal opening provided that the person signs a receipt for the bid.
11. The District reserves the right to waive any technicalities in the Request for Proposal. In addition, the District may reject any proposal that contains prices for items or services that are inconsistent or unrealistic when compared to other prices and would not be in the best interest of the District.
12. Ownership of all data, material and documentation originated and prepared pursuant to this proposal shall belong exclusively to the District. The original offer submitted shall be retained for the official file. All other copies of the offer submitted shall be destroyed after an award is made.
13. The District shall have the right to request corrections to an offer or request supplementary or explanatory information. The failure by the offeror to correct any deficiency or provide any supplementary or explanatory information when requested or by the date and time specified in the request may result in the offer being considered non-responsive and, therefore, not considered.

### **AWARD**

1. Contract will be awarded and evaluated by the evaluation criteria set forth. (see “Evaluation Criteria”) Award will be made to the highest ranked, responsive and responsible firm with the best package of services for the District.
2. Prices must be firm for ninety days from the proposal opening date.

3. A term contract will be awarded by the Procurement Officer for the District for a five year period to begin on the October 1, 2018. The District may extend the contract for a subsequent two (2) year period with superintendant approval and an additional three (3) year period with Charleston County School District Board of Trustees approval.
4. Notice of Award will be posted at the following location:  
**Charleston County School District**  
**Procurement Services**  
**3999 Bridge View Drive**  
**North Charleston, SC 29405**

### **GENERAL TERMS AND CONDITIONS**

**Purchase Orders:** Contractor shall not perform any work prior to the receipt of a purchase order from the District.

**District Standards of Responsibility:** Factors to be considered in determining whether the District's standards of responsibility have been met include whether a prospective bidder has:

- (a) Available the appropriate financial resources, material, equipment, facility, personnel and expertise, or the ability to obtain them in order to meet all contractual requirements;
- (b) A satisfactory record of integrity;
- (c) Qualified legally to contract with District; and
- (d) Supplied all necessary information in connection with the inquiry concerning responsibility.

**Payments:** All payments will be processed through the District's Accounts Payable Department at 3999 Bridge View Drive, North Charleston SC 29405.

**Advertising:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District. Contractor agrees not to use the District's name, insignia, logos, copyrighted material or any reference to the District in any advertising or promotional materials without the written permission of the District.

**S.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid, the bidder agrees to subject themselves to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**Right of Non/Commitment or Rejection:** This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

**Discussion with Responsive Offerors:** Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Request for Proposal. All offerors, whose proposals, in the District's sole judgment, needing clarification shall be afforded such an opportunity.

**Conflict of Interest:** Contractor will warrant that there is no conflict of interest with its other contracts or any other employment and work to be performed under the contract. Contractor must agree to advise the District if such conflict of interest arises during the term of the contract. Contractor will avoid all circumstances and actions, which would reasonably place Contractor in a position of divided loyalty with respect to its obligations under the contract.

**Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery time schedule.

**Right to Protest:** Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract or intended award shall protest to the Director of Contracts and Procurement as stated in the District's Procurement Code. The protest must be in writing, submitted to the Director of Contracts and Procurement, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. Protests must be received by mail or hand delivered within ten (10) days from the date of intended award to the following address:

**Charleston County School District  
Mr. Wayne Wilcher, Director of Contracts and Procurement  
3999 Bridge View Drive  
North Charleston, SC 29405**

**Competitive Procurement:** It is the intent and purpose of the District that this Request for Proposal permit competition. It shall be each Offeror's responsibility to advise the District if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or

limits the satisfaction of the specifications stated in this Request for Proposal to a single source. Such notification must be submitted in writing, and must be received by the Procurement Officer no later than the last date for written questions.

### **SPECIAL TERMS AND CONDITIONS**

**Unauthorized Commitments:** The Contractor shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the District, whether oral or written, without the express written consent of the District.

**Agreement Subject to Law and Regulations:** This Contract is subject to the provisions of all pertinent Federal, State and local laws and regulations and all amendments made thereto. All provisions of this Contract are subject to modification to bring this Contract into compliance with existing, new or amended Federal, State or local Law/regulation prescribing requirements for the administration or operations of student transportation. Both contractual parties shall notify each other in writing of any such modification required when knowledge of changes to the laws affecting the administration or operations of student transportation has been obtained. Any such provisions thereupon shall be incorporated into this Contract.

**Confidential Information and Data:** During the period covered by this Contract. It may be necessary for the District to provide confidential information to the Contractor or confidential information may be developed under this Contract. The term “Confidential Information” as used in this Contract means student records, student information, employee records, employee information, photos, videos, drawings, information including without limitation information received from third parties under confidential conditions, District technical data, District business data, and District financial data which the use or disclosure of might reasonably be construed to be contrary to the interest of the parties. Confidential Information shall be used by Contractor only in connection with services rendered under this Contract.

Both parties understand and agree that they will (1) keep such information confidential at all times during and after the work, using the same degree of care and safeguards that they take with their own Confidential information, (2) not disclose or communicate the information to any third party, and (3) not make use of the information on their company’s own behalf, or on behalf of any third party.

Contractor will comply with the Family Education Rights and Privacy Act of 1974 (FERPA) and the Health Insurance Portability and Accountability Act of 2002 (HIPAA).

The obligation of the parties with respect to handling and using Confidential information is not applicable to information that:

1. Is published or otherwise in the public domain through no fault of the receiving party;
2. Prior to disclosure hereunder, can be demonstrated by the receiving party to have been in its possession prior to receipt under this Agreement;

3. Is properly obtained by the receiving party without restriction from a third party;
4. Is disclosed by the receiving party to a third party with the written approval of the disclosing party;
5. Is independently developed by the receiving party; or
6. Is disclosed after a period of three (3) years from the date received by the disclosing party.

**Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

**Accidents:** The contractor shall hold the District harmless of any and all damages and claims that may arise by reasons of any negligence on the part of the contractor, his agents or employees in the performance of the contract, and in case any action brought therefore against the District or any of its agents or employees, the vendor shall assume full responsibility for defense thereof, and upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor will take all precautions necessary to protect the public against injury.

**Contract Requirements:** If any conflicts become apparent between the original solicitation, including all addenda, and the Offeror's offer after execution of a contract that have not been clarified by said contract, the terms and conditions of the original solicitation, including all addenda, shall take precedence over any terms and conditions in any offer or contract supplied by the Offeror.

1. The District reserves the right to amend, add, or delete services within the scope of the contract if requirements change during the performance of the contract. Fees for those services, if not stated in the original offer, shall be based on fair and reasonable prevailing compensation for like services and mutually agreed to by the District and the Offeror.
2. All services rendered under the contract shall be rendered in a professional manner consistent with prevailing industry standards and the contract requirements up to the completion of the contract period or the date of termination, whichever occurs first.
3. The Contractor shall maintain all licenses, permits, certifications, ratings or other requirements under the laws of the State of South Carolina or other regulatory authority in the provision of services to the District throughout the term of the contract.
4. The District shall have the right to audit all books and records, documents and other materials, relating to or pertaining to this contract regardless of the form they may be kept

in including, but not limited to those kept by the Contractor, its employees, agents, assignees, successors, insurers or others.

5. The Contractor agrees to maintain such books and records, documents and materials for the duration of the contract and for at least five (5) years following the completion of the contract. The books and records, documents and materials, shall be made available upon request to the District during normal business hours at the Contractor's nearest office or place of business.

**Legal Liability:** The Contractor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, by the firm, or its employees or representatives.

1. The Contractor shall have no authority, expressed or implied, to bind the District to any agreements, liability or understanding except as expressly set forth in the solicitation or as expressly authorized by the District's Board of Trustees, Superintendent, or designee. The contractor is solely responsible for the acts of the contractor, its employees, representatives and agents.
2. Any contract amendment, controversy or claim that may arise during the term of the contract shall be governed by the District's Procurement Code and laws of the State of South Carolina.

**Permits and Responsibilities:** If applicable, the contractor shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of the work. The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence.

**Termination:** The District shall have the right to halt all activities under this agreement immediately, without obligation should it be found that the Contractor is not in conformance with the terms as indicated herein or based on the happening of any of the following:

- (a) Insolvency of the Contractor;
  - (b) Filing by the Contractor of a voluntary petition of bankruptcy.
  - (c) Filing of an involuntary petition to have the Contractor declared bankrupt.
  - (d) Appointment of a receiver or trustee for the Contractor.
  - (e) The execution by the Contractor of an assignment for the benefit of creditors.
  - (f) The dissolution of the firm, partnership, corporation or other auspices of the Contractor.
  - (g) Revocation of any required licenses of the Contractor.
1. The Contractor shall notify the District immediately of any of the above pending actions or other such actions.

2. Additionally, subject to the Provisions below the contract resulting from this proposal may be terminated by the Procurement Officer of the District provided a thirty (30) day advance notice in writing is given to the contractor.

**Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) day advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

**Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision listed herein shall apply.

**Default:** In case of default on contractor, the District reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

- The District may terminate this Contract for default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:
  - A. Failed to meet or maintain any requirements for contracting with the District;
  - B. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
  - C. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
  - D. Violated any applicable law or regulation.
- In such event, the Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience" as defined in Paragraph b above.
  - A. All services rendered until the date and time of termination must be rendered in a professional manner consistent with prevailing industry standards, pertinent laws and regulations, and this contract.

**Termination Procedure:** Upon termination of this contract, the District, in addition to other rights provided in this contract, may require the Contractor to deliver to the District any property,

including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated.

1. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.
2. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

**Drug-Free Workplace:** By submission of a signed proposal, you are certifying that you will comply with the Drug-Free Workplace Act. (See Act No.593, 1990 Acts and Joint Resolutions)

**Assignment:** No contract or its provisions may be assigned, sublet or transferred without the written consent of the District.

**Insurance:** Prior to Contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. The Contractor shall maintain insurance satisfactory to the District to include at a minimum the following:

- Tort and Vehicle Liability Insurance
  - A. Prior to Contract Award, the Contractor shall provide the District with copies of all existing policies of insurance. The limits of insurance coverage shall not be less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 property damage per occurrence.
- Business Automobile and Liability Insurance
  - A. Prior to Contract Award, the Contractor shall, at its own expense, provide the District with valid evidence of Business Automobile and Liability Insurance in the amount of \$1,000,000.00 per person and \$1,000,000.00 per incident. The Certificate of Insurance shall indicate that the District are Additional Insured on the policy that provides Business Automobile Liability to the Contractor.
- Duration of Coverage
  - A. All coverage shall be in effect for the duration of the contract agreement.
- Advance Notice of Termination
  - A. The District shall be provided written notice at least thirty days (30) in advance of any termination of any policy or any change in coverage or insurance provider.
- Workers' Compensation Insurance
  - A. Workers' Compensation insurance shall be required on all Contractor employees who will be involved in any aspect of the contract. Insurance coverage shall be issued by a company with a Best rating of A.

- Insurance Carrier
  - A. The insurance carrier selected by the Contractor shall be authorized to do business within the State of South Carolina.
  
- Notification to the District
  - A. The Contractor shall immediately notify the District of any accident or condition which arises out of, or touches upon the work performed by the Contractor performing business under this contract agreement, so as to handle potential problems on a timely basis in the best interest of all.

**Illegal Immigration Act:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**Non-Collusion Affidavit:** Proposers on all public proposals are required to submit an Affidavit of Non-collusion with their submittal. This Affidavit is made part of the proposal form of the Request for Proposal (ATTACHMENT B) package and must be signed and dated under penalty of perjury.

**Right of Inspection:** The Contractor shall provide right of access to its facilities to the District's Superintendent or designees at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

**Rights and Remedies of School District for Default:**

1. In the event any software, services, equipment and features furnished by the Contractor in the performance of this contract should fail to conform to the specifications for them, the District may reject the same, and it shall be the Contractor's responsibility to reclaim and remove the same promptly, without expense to the District, and to immediately replace all such rejected software, services, equipment and features with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so, the District will have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such software, services, equipment and features and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the District.

2. In the event the Contractor fails to make prompt delivery, as specified, of any service, the District will have the right to purchase in the open market and to reimbursement as set forth in paragraph A above, except as otherwise provided in Paragraph "Force Majeure".
3. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the District in procuring any software, services, equipment and features, which the Contractor agreed to supply, will be borne and paid for by the Contractor.
4. The rights and remedies of the District provided above will not be exclusive and are in addition to any other rights and remedies provided by law or the contract.

**Risk of Loss or Damage:** The District will be relieved from all risks of loss or damage to the software, services, equipment and features under this contract prior to installation except when such loss or damage is the fault or due to the negligence of the District.

**Safety:** Proposer agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision), the State of South Carolina occupational safety regulations, and regulations issued there under, and certifies that all items furnished under this bid will conform and comply with the indemnity and hold harmless clause for all damages assessed against buyer as a result of suppliers' failure to comply with the Act and standards issued there under and for the failure of the items furnished under this order to so comply.

**Severability:** If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions will be valid and enforceable.

**Independent Contractor:** It is clearly understood that each party shall 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 shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the District, and that such days do not accumulate for the use of it at a later date.
2. Charleston County school District will not provide any insurance coverage to Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a District's payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

**THIS SECTION SUPERSEDES ANY  
CONFLICTING OR DUPLICATIVE  
INFORMATION THAT MAY APPEAR  
ELSEWHERE IN THE RFP PACKAGE.**

**PURPOSE OF REQUEST FOR PROPOSAL**

1. The Charleston County School District (“District”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for naming rights for the District Two Stadium (the “Stadium”). The Stadium is located at 300 Warrior Way Mount Pleasant South Carolina. The procurement process is being administered under the “competitive sealed proposals Section 1530 of the Charleston County School District Consolidated Procurement Code.,
2. This RFP is for a standalone contract that will be independent of any sponsorship or naming rights contract that is currently in effect.
3. District Two is comprised of eight elementary schools, three middle schools and one high school (another under construction) that together provide Pre-Kindergarten through Grade 12 educational services to approximately 14,000 students. The district is located in the town of Mount Pleasant, where according to the most recent Census data, approximately 90,000 citizens reside. At \$83,490.00, the Mount Pleasant ‘median household income’ is 60 percent higher than the South Carolina average. The median age is 40 and more than 65 percent of residents age 25 and higher have obtained a Bachelor’s Degree or higher.
4. The District wishes to award the naming rights contract to an entity (the “Contractor”) that is committed to education, athletics and the Mount Pleasant community and desires to showcase that commitment by supporting the School District’s mission and youth programs in the community.

**FACILITY**

1. The Charleston County School District takes great pride in the condition of its facilities and regards regular maintenance and strategic upgrades as an investment in our students and the future of our schools and as such has recently completed constructing a new shared 6,000 seat varsity athletic stadium. The stadium has a state-of-the-art artificial turf system, a 17 x 30 ft Daktronics digital score board; a resurfaced eight lane track, a state-of-the-art Musco lighting system and PA system housed in a four room, two filming platform, 1500 square foot press box. The regional stadium will be shared by the area high schools, and increase the playability, versatility, and accessibility for Charleston County School District students and the surrounding community.

2. The stadium will accommodate the practice and games of Wando High School and the future Lucy Beckham Garrett High School's boys' and girls' soccer, track and field and lacrosse teams, as well as the school's football teams. The resurfaced track as well as a new long jump pit and runway not only supports the practice and games of the high school it is also available for community use. With a seating and standing capacity of 6,000, the stadium complex is able to accommodate multi school district athletic events and state wide sanctioned sporting events.
3. The stadium is available for use by professional and non-professional organizations for a fee. Suitability of all proposed uses is at the sole discretion of District.
4. The following is a representation of events that may be held at the Stadium:
  - Marching Band Competition
  - Boys' Home Football Games
  - Boys' and Girls' Soccer Games
  - Boys' and Girls' Lacrosse
  - Girls' Field Hockey
  - Boys' and Girls' Track Spring and Winter
  - Conference Playoff Games
  - State Playoff Games
  - Other district wide community events
5. Additional events scheduled/desired for the near future may include:
  - Conference Championships
  - State Final Championships

### **CONTRACT PERIOD**

1. The naming rights contract shall commence on **October 1, 2018 and expire on June 1, 2023**. District will also consider proposals for a (3) year contract period; provided, however, that any proposer who would like District to consider a term of less than five years, the proposer shall provide a proposal for the lesser term along with a proposal for a full five year agreement.

### **CONTRACT DOCUMENT**

1. This RFP and the form of agreement included herein shall serve as the contract. Proposers will be expected to sign the form of agreement attached within ten (10) days of contract award. If any proposer wishes to take exception to any provision of the agreement or the RFP, all such exceptions shall be stated specifically and in writing in the proposal. Offerors are cautioned, however, that material exceptions to the terms stated in the RFP may result in rejection of the proposal.

## **AWARDED CONTRACTOR BENEFITS**

1. Contractor shall have the right to install signage at the locations identified in Attachment
2. A written description is as follows:
  - a. Scoreboard: Along the cross members at the top of the scoreboard. Connections must adhere to wind and load safety standards
  - b. Main entrance: Signage shall be located at the back of the ticket building underneath the roof extension on the field side
  - c. Press box: Signage shall be located above the windows facing the field
  - d. Park Ave Blvd: Wayfinding street signage shall be double sided with a breaker bar separating the venues
  - e. Carolina Park Blvd: Wayfinding street signage shall be double sided with a breaker bar separating the venues
3. For any furnishings approved by District and supplied and maintained by the contractor other than signage will remain in place until the termination of the agreement. Any needed repairs to restore the site to its original condition will be the responsibility of the contractor and shall be completed within (10) days before the agreement terms has ended.
4. All signage shall meet all local code requirements and shall be appropriate to the Stadium as well as the surrounding area, in size, style, and content. District reserves the right to disapprove any signage that in its sole judgment is inappropriate to a facility that is utilized by schoolchildren and families or otherwise detrimental to the Stadium and surrounding environment. All signage costs, including without limitation designing, furnishing, installing, and maintaining all signage in good condition for the life of the contract, and removing all signage and restoring the Stadium premises to their prior condition at the end of the contract, shall be the sole responsibility of the Contractor. District's only obligation shall be to provide electric power at an agreed connection point.
5. Signage maybe installed only after District's receipt of the full Year 1 Naming Rights Fee. Installation will be scheduled through designated District representative.
6. District reserves the right to require the Contractor to remove all signage at its own expense and restore the Stadium to its prior condition if Contractor fails to pay the applicable annual naming rights fee within 30 days of the anniversary date of this contract.
7. For so long as the contract is in effect the name of the Stadium will be the [Contractor

name] Stadium. This name will also be imbedded in District website as part of Quick Link to facility schedule/activities and appropriately included in promotional materials pertinent to events scheduled at the facility.

8. Contractor may conduct marketing programs from time to time and/or display promotional materials on District premises as mutually agreed upon between District and Contractor. District reserves the right to pre-approve all signage, marketing programs and promotional materials prior to use and/or display to assure appropriate content for District.
9. District agrees to provide the Contractor with exclusive naming rights as to the Stadium for so long as this contract is in effect. Notwithstanding this exclusivity; however, District reserves the right to solicit other paid sponsorships and permit related signage within the Stadium itself and other locations within the school district. District will endeavor to avoid sponsorships from companies that directly compete with Contractor's mainline of business (for example, sponsorships by competing auto dealers if Contractor identifies itself as an auto dealer) but cannot guarantee that this will not occur.
10. Contractor recognizes that District is presently a party to sponsorship agreements and that these agreements will continue in effect until they expire. Those agreements shall be provided upon request.

**DISTRICT DESIRED COMPENSATION:** The first year's Annual Naming Rights Fee shall be paid by check payable to District on or before October 1, 2018. Thereafter, the applicable Annual Naming Rights Fee shall be paid in full on or before October 1 prior to the anniversary date (for example, the payment for 2019 shall be paid in full by October, 1, 2019).

**IMPLIED REQUIREMENTS:** Whether or not specifically addressed, Contractor shall be responsible for all work and services required of the Contractor for complete and successful performance of the contract.

**OFFEROR PROPOSAL SUBMISSIONS:** In addition to the Required Proposal Submissions detailed in these specifications, the District prescribed pricing page included in this RFP package must be completed in full and submitted with offeror's proposal. The following must also be included with offerors' proposal to assist District in analysis of proposals:

- A. Proof of proposal signee's authority to sign proposal and enter into contract with District.
- B. Financial information pertaining to the offeror's ability to uphold its financial obligations.
- C. A brief description of the proposer's business.

- D. A rough sketch of the signage that the proposer intends to install if awarded the contract, including all proposed content and the proposed dimensions, preferably in color and accompanied by a description of proposed lighting and electrical needs.
- E. Any and all other information necessary to fully describe offeror's proposal.
1. Proposers are reminded that the ability to install signage at the Stadium, which is not a public forum, is the grant of a privilege and not the assertion of a right. Accordingly, proposed signage that includes content that *in District' reasonable judgment*, is likely to generate controversy or adverse publicity for the school district will be cause for disqualification of the proposal without further evaluation. Acceptance of any proposal by District, or its failure to disqualify a proposer on the grounds of inappropriate content, does not constitute approval of any aspect of the proposed signage.
  2. Examples of unacceptable signage content would include, without limitation, signage that promotes or disparages a particular religion or candidate for office or expressly advocates particular political or religious positions or beliefs.
  3. District further reserves the right to disqualify without further evaluation, the proposal of any entity whose business, *in District reasonable judgment*, is incompatible with a school and family environment.
  4. Examples of incompatible businesses include without limitation, companies whose primary or main business consists of the manufacture or marketing of tobacco products (including e cigarettes), alcoholic beverages, guns or other weapons, or sexually oriented products or services of any kind. (This disqualification does not extend to proposers who sell such items as a part of a larger overall business; for example, proposals from a tobacco company, a gun store whose name includes a term such as "gun" or "firearm;" or from a "gentlemen's club" would be subject to disqualification but proposals from a drug or convenience store whose inventory includes cigarettes, a general line retailer or sporting goods store whose inventory includes guns or knives, or from a restaurant that also includes a bar would likely be acceptable.)

### **PROPOSAL EVALUATION & CONTRACT AWARD:**

1. Along with the fulfillment of RFP legal requirements and bidder proposal submissions, the following criteria will be utilized to evaluate those proposals that materially conform to the RFP. Nonconforming or disqualified proposals will not be evaluated. Each of the bulleted items below will be evaluated using total points as listed below, on a 100 point score as follows;
  - a) Recognition & suitability of offeror's, offeror's name, appropriateness of proposed signage design and content, and potential center name. 30 points

- b) Overall ability of offeror's proposal to meet the desires and requirements of District, including offeror's financial solvency. 20 points
  - c) Overall financial value to District. 50 points
2. District reserves the right to request clarification of and/or additional offeror's information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
  3. The contract, if awarded, will be awarded to the proposer whose proposal is deemed to be the most advantageous to District based on the factors stated above.
  4. Sealed proposal's shall be accepted Thursday August 30th at 2:00 pm at the District Operation Center 3999 Bridge View Drive North Charleston S.C. 29405

### **TERMINATION OF CONTRACT**

1. District reserves the right to terminate the contract at any time during the contract period upon thirty (30) days written notice to Contractor if Contractor is in material breach of any obligation of the contract. Additionally, District reserves the right to terminate the contract for its convenience upon 60 days' notice, or for its convenience upon 10 days' notice if it determines in its sole judgment that it no longer wishes to continue the association between the Contractor and the Stadium because of events that bring the name of the Contract or any of its principals in to public controversy or dispute. In the event of termination for convenience District shall provide a prorated refund of the Annual Naming Rights Fee up to the date of termination, within 30 days of the date on which all Stadium signage has been properly removed.

### **INQUIRIES REGARDING PROPOSAL REQUIREMENTS**

1. All inquiries and concerns regarding this RFP, including requests to schedule appointment to inspect the facility prior to submitting a proposal, **shall be directed in writing via email, at or before the close of business on August 20, 2018:**

**Lawrence Lutrario**

**EMAIL:** [lawrence\\_lutrario@charleston.k12.sc.us](mailto:lawrence_lutrario@charleston.k12.sc.us)

**Phone: 843-566-8150**

2. Heading on all inquiries must clearly state:

**“RFP CP1901 Naming Rights for District 2 Stadium”**

3. If offeror's discovers any ambiguity, conflict, omission or other error in the specifications, bidder shall immediately notify the Purchasing Department of such error and request clarification of the document. Offeror's understands that the only official answer or position of District will be the one stated in writing by Mr. Lutrario, or in his absence his authorized representative.
4. All questions and answers regarding this RFP may be shared with all offeror's known by District to be interested in submitting a proposal.
5. If a proposal includes proprietary information the proposer may conspicuously mark each page of such information as "CONFIDENTIAL". District shall promptly relay such request to the proposer and ask whether the proposer consents to its release. If the proposer wishes District to withhold consent and the requester initiates legal proceedings to compel disclosure, the proposer shall defend District as to any such proceeding at its sole cost and expense and shall pay any and all fines, penalties, and counsel fees that may be imposed by anybody having jurisdiction.
6. **Proposals must be received by August 30 ,2018 at 2:00 P.M** and should be mailed or delivered to Attention: Lawrence Lutrario RFP CP 1901 Naming Rights for District 2 Stadium
7. For general questions, please call 843-566-8150.

### **ADDENDA TO THE RFP**

1. District reserves the right to revise and amend specifications prior to the date set for the receipt of proposals .Addenda, if issued, shall be provided in writing to all parties who have received a copy of the RFP. It is the recipient's responsibility to notify District that it has received a copy of the RFP and wishes to receive addenda. As receipt of all addenda must be acknowledged in the Proposal, proposers are cautioned that failure to notify District may result in failure to receive addenda and resulting disqualification of the proposal.

### **ADDITIONALLY**

1. Offeror is to submit one (1) "Complete Original Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) and three (3) "Complete Copies" for District analyzation purposes. Offeror must clearly identify the original proposal document and all copies.
2. Do not spiral bind or "book bind" proposal submissions.
3. Only sealed hardcopy proposals are acceptable. Faxed or other electronic submissions are not acceptable.

4. Proposals received after the advertised receipt date and time will be returned unopened to the submitter.
5. District reserves the right to reject any or all proposals or not award a contract.

**Request for Proposals  
RFP CP1901 Naming Rights for District 2 Stadium**

The undersigned has read the specifications of this RFP and agrees to provide the funds/services proposed by offeror. This proposal is subject to all the attached terms, conditions and specifications and we, hereby, agree to enter into contract with the Charleston County school District subsequent to contract award notification.

Proposals must be received by **August 30, 2018 2:00 P.M EST.** and should be mailed or delivered to Attention: Lawrence Lutrario, Procurement Officer, Charleston County School District, 3999 Bridge View Drive North Charleston S.C. 29405. RFP CP1901 Naming Rights for District Two stadium

**ADDENDA:** We acknowledge receipt of the following Addenda that shall become part of the RFP documents as though originally incorporated herein:

**ADDENDUMNUMBER(S):** \_\_\_\_\_

<b>ANNUAL NAMING RIGHTS FEES</b>			
	<b>AMOUNT PROPOSED</b>	<b>IN KIND TRADE OFF SERVICES</b>	<b>VALUE</b>
Year One of the Contract	\$		\$
Year Two of the Contract	\$		\$
Year Three of the Contract	\$		\$
Year Four of the Contract	\$		\$
Year Five of the Contract	\$		\$
<b>TOTAL AMOUNT PROPOSED</b>	\$		\$

**Company** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**FAX** \_\_\_\_\_

**Email** \_\_\_\_\_