

City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Project Name: **Scoreboard Sponsorship**
RFP No.: **16-25**
Date: **September 21, 2015**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City of Lowell is seeking proposals to provide sponsorship opportunities on the scoreboard at Cawley Stadium. The technical section of this RFP explains the proposal requirements.

DUE DATE

Sealed proposals are due and will not be publicly opened on:
Tuesday October 6, 2015 at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 AM**, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

QUESTIONS

Any questions that prospective bidders may have on the City's financial systems or any details of this request for proposal may be directed to P. Michael Vaughn, Chief Procurement Officer at pmvaughn@lowellma.gov

**CITY OF LOWELL
SCOREBOARD SPONSORSHIP
TECHNICAL SECTION**

The City of Lowell is seeking proposals to provide sponsorship opportunities on the scoreboard at Cawley Stadium. in accordance with the specifications listed below.

The City of Lowell reserves the right to consider all proposals, and further reserves the right to reject any or all proposals; in whole or in part, or to accept the proposal deemed most advantageous for the City of Lowell. The City also reserves the right to make the award to other than the proposed offering if such award is found to be more advantageous for the City of Lowell.

The City of Lowell is looking for local (Lowell) sponsorships.

GENERAL INFORMATION

The City of Lowell is installing a brand new scoreboard at Cawley Stadium was installed September 11, 2015. The scoreboard particulars are:

- Approximately 14 feet high and 18 feet long
 - The top dome section is 2' x 18' with the words "Lowell High"
 - The Scoreboard is the next section and is 8' x 18'
 - Two Sponsorship Panels make up the bottom section and each is 2' x 18'
- The entire scoreboard is painted Lowell High red
- The Sponsorship Panels will be full-color laminated vinyl wraps
 - Sponsors will be able to approve the vinyl wrap proof before production

SPONSORSHIP DURATION

The City is offering a **three (3) year sponsorship**, with these conditions:

- Sponsorships will be allowed to use corporate logos company names
- No sponsorships allowed involving alcohol, tobacco, or any other category the City objects to. The City's decision is non-negotiable.
- If during the contract a sponsor changes their name or logo and wants their sponsorship panel to reflect the new changes, the costs for a new vinyl wrap will be borne by the sponsor
- If during the contract a sponsor goes out of business, the City reserves the right to offer that sponsorship space to a new sponsor

SPONSORSHIP DETAILS

There are two Sponsorship Panels, each are 2ft high x 18ft long. The City will determine the size of each sponsorship based on the number of sponsorships received and the dollar value of each sponsorship. Examples:

Example One

- City receives 7 sponsorship offers, 2 at \$10,000, 3 at \$5,000 and 2 at \$1,000
 - The 2 \$10,000 sponsorships would be the top panel and each would be 2ft x 9ft
 - The 3 \$5,000 sponsorships would be the bottom panel and each would be 2ft x 4.5ft
 - The 2 \$1,000 sponsorships would be the bottom panel printed on 2ft x 4.5ft section
 - Note for sponsorships at \$1,000 and below the City will only be able to print the company name on the scoreboard and all sponsorships at this level will be printed together.

Example Two

- City receives 8 sponsorship offers, 3 at \$10,000, 2 at \$5,000, 2 at \$2,500 and 5 at \$1,000
 - The 3 \$10,000 sponsorships would be the top panel and each would be 2ft x 6ft
 - The 2 \$5,000 sponsorships would be the bottom panel and each would be 2ft x 4ft
 - The 2 \$2,500 sponsorships would be the bottom panel and each would be 2ft x 3ft
 - The 5 \$1,000 sponsorships would be the bottom panel printed on 2ft x 4ft section
 - Note for sponsorships at \$1,000 and below the City will only be able to print the company name on the scoreboard and all sponsorships at this level will be printed together.

The two examples are not actual layouts for the Sponsorship Panels, but a representation of how the dollar value of the sponsorship will determine size and placement.

Sponsorships can also give money and request they not be listed on the scoreboard sponsorship panels

CITY OF LOWELL

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

“Scoreboard Sponsorship Opportunities”

Sponsorship Offer \$ _____

Check here to exclude from listing on scoreboard _____

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

Telephone Number _____

Email Address _____

Please complete the attached forms and return with your proposal, thank you in advance for your assistance.

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A.

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the City by the Bidder, Bidder's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the City; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of the City; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the City's Chief Procurement Officer in writing and fully disclose all circumstances thereof. The City reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the City does not grant an exception, the Contractor shall, within ten (10) days of written notice from the City, take all action necessary to comply with the terms stated herein.

The Bidder shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full Business Name)

BY: Corporate Officer (Sign)

Social Security or Federal Tax ID#
Business (DBA)

State of Incorporation/City of
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____ (name)
_____ Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business: _____

I hereby certify that I am the clerk/secretary of the _____
(Name of Corporation)

And that _____
(Name)

is the duly elected _____ of said corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as of
the date set forth below.

ATTEST _____
(Clerk or secretary)

Date:*

* This date must be on or before the date of the Contract