Request for Proposal

Beaumont ISD Memorial Stadium Naming Rights

RFP Number: 23.01

Release Date: 09/20/22
Advertising Dates: 9/22/22 & 9/29/22
Due Date: 10/27/22 @ 2:00pm CST

For information:

Beau W. Carroll
Beaumont ISD, Purchasing
3395 Harrison Avenue
Beaumont TX 77706
(409) 617-5041
bids@bmtisd.com

Beaumont Independent School District

Purchasing Department
Beau W. Carroll
Director of Purchasing
3395 Harrison Avenue, Beaumont , TX 77706 (409) 617-5041 Fax (409) 617-5175

LEGAL NOTICE

Invitation for Bid

Notice is hereby given that the following Invitation for Bid **RFP 23.01** Beaumont ISD Memorial Stadium Naming Rights will be accepted by Beaumont Independent School District on 10/27/22. Specifications for this project may be reviewed, downloaded from the following website: https://www.bmtisd.com/Page/7030.

The district requires paper copies of proposals. No electronic proposals will be accepted. When submitting a paper response, **Bids are to state the number and name of the project on the outside of the envelope.** Bidders shall forward an original and one (1) copy of their bid to the address shown below. **Late bids will be rejected as non-responsive.** Bids will be publicly opened and read aloud at the time/date below. Bidders are invited to attend the sealed bid opening.

Bid NO: **RFP 23.01**

Bid Name: **Beaumont ISD Memorial Stadium Naming Rights**

BID OPENING: **10/27/22 at 2:00pm CST**
Purchasing Dept.
Beaumont ISD
3395 Harrison Avenue
Beaumont, Texas 77706

MAIL OR DELIVER TO: **Beaumont Independent School District**
Beau W. Carroll
Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706

BID PACKAGES MUST BE STAMPED RECEIVED NO LATER THAN 2:00pm TO BE ACCEPTED

Any questions relating to these requirements please contact Beau W. Carroll at bids@bmtisd.com.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL.

Sincerely,

Beau W. Carroll,
Director of Purchasing
Beaumont Independent School District

Bid Submission

Hardcopy Response. Electronic responses will not be accepted for RFP 23.01
Hard Copy Responses will be received at the address below. If the proposer will be unable to submit by the deadline, the Proposer is to contact the Purchasing Office at 409.617.5041 in sufficient time to allow a reasonable opportunity to send a paper copy of the solicitation to the requestor.

Bids will be accepted at the address listed below until the time and date specified herein.
Proposals will be reviewed, tabulated, and the results will be made public on the BISD website, in accordance with BISD Purchasing policy.
All bids shall be plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.

Beaumont Independent School District Board
Purchasing Division
Beau W. Carroll
3395 Harrison Avenue
Beaumont, TX 77706

NOTE: THE BISD PURCHASING DEPARTMENT WILL NOT ACCEPT RESPONSIBILITY FOR BIDS THAT ARE INCORRECTLY ADDRESSED OR ARE HAND DELIVERED TO THE WRONG LOCATION.
Late bids will not be accepted and will be returned unopened to the bidder as nonresponsive.
All bids submitted in response to this invitation shall become the property of Beaumont Independent School District Board of Trustees and will be a matter of public record available for review after the evaluation and board action.

Preparation of Bids

The bid shall be legibly printed in ink or typed.
If a package price or detail already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
The bid shall be signed and shall include the complete address of the bidder.
Beaumont Independent School District is exempt from Federal and State Sales Taxes and such taxes shall not be included in bid prices.

Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this document will be posted at bmtisd.com and will be on file in the Office of the Purchasing Coordinator. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening.

VENDORS WILL NOT BE NOTIFIED OF ADDITIONAL INFORMATION/ADDENDA POSTINGS. IT IS THE VENDOR'S RESPONSIBILITY TO VIEW THE WEB PAGE REGULARLY, OR PRIOR TO SUBMITTING A RESPONSE, TO ENSURE THAT NO ADDENDA OR ADDITIONAL INFORMATION HAS BEEN ISSUED FOR THE SOLICITATION.

It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on

all changes or addenda issued will be available at the Office of the Beaumont Independent School District Purchasing Coordinator.

Bid tabulations and administrative recommendations are based on the information requested in the bid form. Vendors who do not use the bid form to provide all essential bid pricing information may be subject to disqualification.

Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Beaumont Independent School District Board of Trustees reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Beaumont Independent School District Board of Trustees – price and other factors considered. Unless otherwise specified in this document, Beaumont Independent School District Board of Trustees reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Beaumont Independent School District Board of Trustees. Any bidder who is in default to Beaumont Independent School District Board of Trustees at the time of submittal of the bid shall have that bid rejected. Beaumont Independent School District Board of Trustees reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Beaumont Independent School District Board of Trustees, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Beaumont Independent School District Board of Trustees shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Beaumont Independent School District Board of Trustees may conduct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Beaumont Independent School District Board of Trustees reserves the right to award this contract on the basis of best value in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids.

A response to this document is an offer to contract with Beaumont Independent School District Board of Trustees based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by Beaumont Independent School District Board of Trustees, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions is modified by a project Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

Bid Results

Bid results are not provided in response to telephone inquiries. A final tabulation will be posted following bid award on the website, and will also be available for review in the Purchasing Department.

This bid is subject to all legal requirements provided for in the Texas Education Code 21.901 and/or applicable state and federal statutes. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17A VTCS.

References

All vendors shall submit at least three letters of reference for which vendor has provided like products or services. Bids submitted without three letters of reference may be disqualified from consideration.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony." Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

Pricing

Prices shall be stated in packages of quantity specified in the bid documents.

Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Coordinator through a Notice to Proceed.

Definitions

"District" – Beaumont Independent School District Beaumont, Texas.

"Contractor" – The bidder whose bid is accepted by Beaumont Independent School District Board of Trustees.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications.

1. **Bid Submission**

1.1 Bidding

All bids must be submitted on the bid form furnished in this package.

1.2 **Authorized Signatures**

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 **Late Bids**

Bids must be in the office of the Beaumont Independent School District Board of Trustees Purchasing Director before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 **Withdrawal of Bids Prior to Bid Opening**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Director. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Beaumont Independent School District Board of Trustees reserves the right to withdraw a request for bids before the opening date.

1.5 W**ithdrawal of Bids After Bid Opening**

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 **Bid Amounts**

Bids shall show net prices, extensions where applicable and net total.
counts.

1.7 **Bid Award**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of revenue. Beaumont Independent School District Board of Trustees reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Beaumont Independent School District Board of Trustees reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Beaumont Independent School District. Beaumont Independent School District Board of Trustees reserves the right to award based upon individual line items, sections or total bid.

1.8 **Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.9 **Responsiveness**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.10 **Responsible Standing of Bidder**

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.11 **Proprietary Data**

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Beaumont Independent School District Board of Trustees will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.12 **Public Bid Opening**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the Beaumont Independent School District.

1.13 **Proposer Obligations**

It is required that the proposer shall be responsible for the cost to produce and install the signage and for making any changes to a sign during the term. Proposers should include information regarding responsibility of cost for the production, installation, and maintenance of signage in their submissions. The proposer is responsible for any damage to the structure during removal or installation of marketing materials.

1.14 **Evaluation Criteria**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the Beaumont Independent School District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Beaumont Independent School District Purchasing Department and recommendation to Beaumont Independent School District Board of Trustees. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Beaumont Independent School District Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

(1) Revenue to District (50%)
(2) the reputation of the vendor and of the vendor's goods or services; (20%)
(3) Advertising content; (10%)
(4) Proximity to district (10%)
(4) Minority, woman, or veteran owned businesses; (5%)
(5) Length of contract (5%)

1.15 **Primary and Secondary Locations**

Beaumont ISD reserves the right to retain secondary location naming rights. Only primary location naming right are being solicited for bid. Primary and secondary locations are specified in Addendum A.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Beaumont ISD Stadium Naming Rights
Addendum A – Exhibits and Packages

Exhibits for Bidding:

- A. Stadium Press Box (2 sides)
- B. Illuminated Marquis Sign
- C. Scoreboard
- D. Playing Field
- E. Fieldhouse
- F. Entry Gates (logo only)
- G. Natatorium (building only) Pool currently named for Janice Brassard

Request for Offeror Information:

Name of Company _____

Business Address _____

Telephone Number _____

Email Address of designated contact person _____

Type of Organization (Individual, Partnership, Corporation, Association) _____

Number of Permanent Employees _____

Primary Contact Person for District inquiries _____

Main Office Location (if different than above) _____

Describe any substantial changes in ownership of your company during the past five (5) years _____

Provide an audited year-end financial statement for the prior year _____

How many years has your company operated under its current form of business organization? _____

Has and owner or partner of your company ever worked for BISD in any capacity? _____

In order to assist the District in determining whether there exist any conflicts of interest, please describe any business or family relationships between any Beaumont Independent School District trustee or employee and your company or **any** principal of your company.

_____

_____

Beaumont ISD Stadium Naming Rights
Addendum A – Exhibits and Packages

Sponsorship Considerations for Students:

- Advertising will not be displayed indoors, in areas where students may view the advertisement, or in any other area that may be disruptive to student learning.
- Students will not be required to listen to, read, or be subjected to commercial advertising in the classroom, except when the classroom instruction by the teacher is related to advertising.
- Advertisements shall not be disruptive or jeopardize the safety of students, staff, and/or the public by their content or physical properties.
- No student or staff information (e.g., names, photos, addresses, telephone numbers or e-mail addresses) shall be made available to sponsors for purposes of distribution or dissemination of advertising.
- Advertising must comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including all laws, regulations and administrative agency rules applicable to copyrights, trademarks, trade names and patents.
- No sponsor shall be permitted to use the School District's intellectual property (e.g. team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by the District.

BISD expressly reserves the right to:

- Reject or cancel any or all proposals
- Waive any defect, irregularity or informality in any proposal or RFP procedure
- Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired
- Reissue an RFP as needed to ensure that the District needs are met.
- Consider and accept an alternate proposal as provided herein when most advantageous to BISD;
- Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
- Procure any item or services by other means to meet time-sensitive requirements.
- Be the sole judge of quality and equality
- Determine if the offeror's public image aligns with the vision and mission of BISD

Beaumont ISD Stadium Naming Rights
Addendum A – Exhibits and Packages

Recommended Exhibit Packages:

Package 1 Proposed Name: _____

- Stadium Press Box (2 sides)
- Illuminated Marquis Sign

The minimum amount the District will accept for a ten (10) year Package 1 rights agreement is $1 million (one million dollars). The minimum amount the District will accept for a seven (7) year Package 1 rights agreement is $800,000 (eight hundred thousand). The minimum upfront payment accepted by the District for the ten-year option is $500,000 (five hundred thousand dollars), the seven-year option is $300,000 (three hundred thousand dollars).

Package 2 Proposed Name: _____

- Playing Field
- Fieldhouses

The minimum amount the District will accept for a ten (10) year Package 2 rights agreement is $350,000(three hundred fifty thousand dollars). The minimum amount the District will accept for a seven (7) year Package 2 rights agreement is $300,000 (three hundred thousand dollars). The minimum upfront payment accepted by the District for the ten-year option is $100,000 (one hundred thousand dollars), the seven-year option is $100,000 (one hundred thousand dollars).

Package 3 Proposed Name: _____

- Entry Gates (logo only) Gates A, B, C, & D
- Natatorium (building only) Pool currently named for Janice Brassard

The minimum amount the District will accept for a ten (10) year Package 3 rights agreement is $200,000(two hundred thousand dollars). The minimum amount the District will accept for a seven (7) year Package 3 rights agreement is $150,000 (one hundred fifty thousand dollars). The minimum upfront payment accepted by the District for the ten-year option is $100,000 (one hundred thousand dollars), the seven-year option is $100,000 (one hundred thousand dollars).

Package 4 Proposed Name: _____

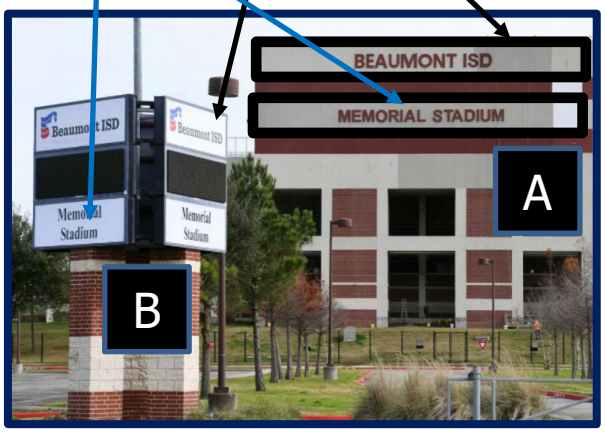
- Scoreboard

The minimum amount the District will accept for a ten (10) year Package 4 rights agreement is $750,000(seven hundred fifty thousand dollars). The minimum upfront payment accepted by the District for the ten-year option is $600,000 (six hundred thousand dollars).

Beaumont ISD Stadium Naming Rights
Addendum A Continued

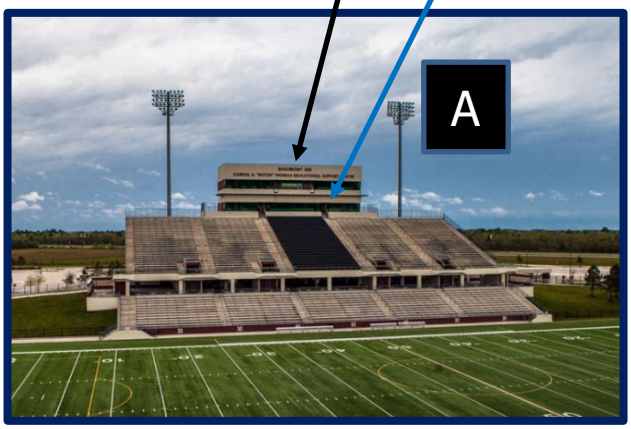
Primary Location

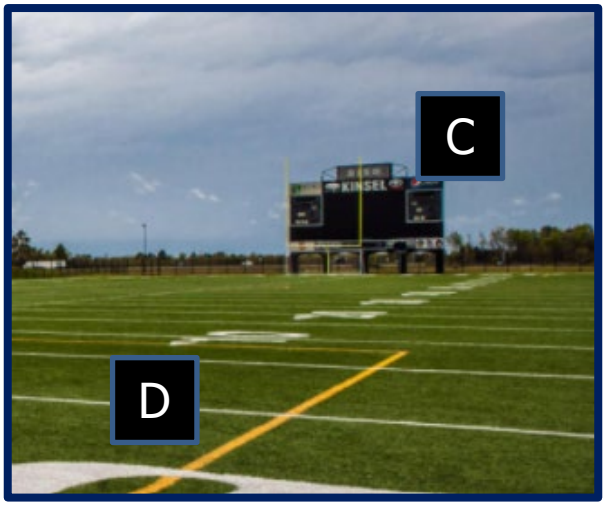
Secondary Location



Primary Location

Secondary Location











Beaumont ISD Stadium Naming Rights
Addendum B Company Information

COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

1. Please provide a description and brief history/background of your company. Included in this should be the number of years in business; list of owners; board of directors, if applicable; key company personnel; number of total employees (both company wide and those working out of the office, warehouse, or depot from where services for this contract will originate).

2. Please describe background, experience, qualifications, technical capabilities, and expertise. Experience and qualifications of key management personnel should be included.

3. Any current or past contracts with government agencies can be listed and described in this section.

4. Any similar current or past sponsorship agreements.

Beaumont ISD Stadium Naming Rights
Addendum C – Demographics / Traffic Counts / Ticket Sales

Beaumont, TX Demographic Details

Race

- Black or African American 45%
- White, not Hispanic 31%
- Hispanic 19%
- Asian or Islander 4%
- Other 1%

Age

- Under 18 years old 24%
- 19 to 64 years old 61%
- Over 65 15%

Data provided by census.gov. Numbers rounded

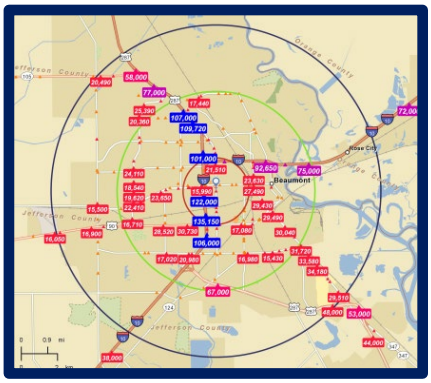
Beaumont, TX Traffic Counts on IH-10 at Memorial Stadium

Average daily traffic counts 106,000

Average monthly traffic counts 3,224,167

Average yearly traffic counts 38,690,000

Data provided by Texas Department of Transportation. Numbers rounded.



Memorial Stadium Ticket Sales 2021 – 2022 through 09/06/2022

Football and Soccer Stadium ticket sales for 2021-2022 year: 48,384 tickets

Total ticketing sales from the district's Hometown Ticketing platform: $284,800

Attendance continues to increase with the lifting of COVID-19 protocols.

Beaumont ISD Stadium Naming Rights
Addendum D

PACKAGE SLIDES