



# Request for Proposal

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700 Monroe Street, Huntsville, AL 35801 · 256-533-1953 · [www.vonbrauncenter.com](http://www.vonbrauncenter.com)

## **Naming Rights for 1,200 Capacity Music Hall located at the Von Braun Center**



<u>Issue Date:</u>	November 1, 2018
<u>Closing Date:</u>	February 1, 2019
<u>Closing Location:</u>	Von Braun Center
<u>Contact Person:</u>	Johnny Hunkapiller
<u>Phone:</u>	256-551-2275
<u>Email:</u>	<a href="mailto:jhunkapiller@vonbrauncenter.com">jhunkapiller@vonbrauncenter.com</a>

Table of Contents

1. Proponent Information, Specific Terms and Conditions.....3

2. Purpose – Community Overview and Benefits in the Naming Rights Package.....6

3. Qualifications and Requirements of Proponent.....9

4. Scope of Service.....9

5. Term of Contract.....10

6. Revenue Proposal (Appendix D).....10

7. General Conditions and Insurance.....10

8. Proponent Acceptance Form.....14

Appendix A: Qualifications.....15

Appendix B: Scope of Services.....16

Appendix C: Term of Contract.....17

Appendix D: Revenue Proposal.....18



## **1. PROPONENT INFORMATION, SPECIFIC TERMS AND CONDITIONS**

### **1.1 SUMMARY OF REQUIREMENTS**

Von Braun Center requests Proposals from interested parties for the naming rights of their 1,200 capacity Music Hall at the corner of Clinton Avenue and Monroe Street in downtown Huntsville, located at 700 Monroe Street, Huntsville, Alabama.

### **1.2 TERMINOLOGY**

The following terms and conditions will apply to this Request for Proposal (RFP). A submission of a Proposal will indicate acceptance of the terms that follow.

- a) "Contract" means the written Agreement resulting from the RFP executed by the Von Braun Center and the successful Proponent;
- b) "Contractor" means the successful Proponent selected from this RFP;
- c) "Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this RFP;
- d) "must", "mandatory", or "required" means a requirement that must be met in order for a Proposal to receive consideration; and
- e) "Naming Advisory Committee (NAC)" means the selection committee responsible for reviewing the Proposals submitted by Proponents and selecting the successful Contractor.

### **1.2 SUBMISSION OF PROPOSAL**

The Proposal must be received in a sealed envelope by the Contact Person via registered mail, courier, or hand delivery no later than February 1, 2019.

#### ***Mailing Address:***

Von Braun Center  
700 Monroe Street  
Huntsville, AL 35801  
Attention: Johnny Hunkapiller

- > Electronic submissions will not be accepted.
- > Proposals received after the Closing Date will not be accepted.
- > There will be no public opening for this RFP.

### **1.3 NUMBER OF PROPOSALS**

Your Proposal package must include five (5) hard copies of your submission and a thumb drive/digital copy. Each copy shall be complete and shall not refer to any of the other copies for additional information, clarification or details.

## **1.4 ENQUIRIES**

All technical questions regarding this Proposal (including submission requirements, timing or similar contractual matters) should be directed to:

- > Johnny Hunkapiller, Director of Projects
- > Phone: 256-551-2275
- > Email: [jhunkapiller@vonbrauncenter.com](mailto:jhunkapiller@vonbrauncenter.com)

## **1.5 PROPOSAL SUBMISSION FORMAT AND CHECKLIST**

All Proposal packages must be submitted with completed Proponent Acceptance Form (Item 8), Schedule of Addenda, and Appendices A through D as contained with the RFP in order to be eligible for consideration.

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each Proposal receives full and fair consideration. All pages should be consecutively numbered.

- a) Title Page, should reflect the RFP subject, showing Proponent's name, company, address and contact information
- b) A short (one or two page) letter of introduction, and summary of the key features of the Proposal signed by an authorized signatory
- c) Proponent Acceptance Form
- d) Schedule of Addenda
- e) Appendix A: Qualifications
- f) Appendix B: Scope of Services
- g) Appendix C: Term of Contract
- h) Appendix D: Financial Proposal

## **1.6 EVALUATION CRITERIA**

Evaluation of Proposals and selection will be by the Naming Advisory Committee (NAC) comprising of Von Braun Center Staff and Board Members. Proposals will be evaluated in terms of the response to the requirements of this RFP, taking into consideration the Proponent's Qualifications, Scope of Services, Term of Agreement and Financial Proposal.

The Von Braun Center retains sole discretion and may not necessarily accept the highest Proposal or any Proposal, and reserves the right to reject any or all Proposals received and to accept any Proposal which it considers the best overall value to the Von Braun Center.

## **1.7 TIMING OF PROPOSAL**

The following is a schedule for this RFP process:

- > Deadline for Proponent questions January 15, 2019
- > Deadline for Proposal submissions February 1, 2019
- > Proposed Official Name Dedication April 1, 2019

## **1.8 NON-COMPLIANCE WITH RFP REQUIREMENTS**

All items in Proposals that are not in full compliance, or that vary from the specific RFP requirements, shall be clearly identified as non-compliant and/or variances and shall include specific reference to the precise nature of the variance or non-compliance. Non-compliance or variation from the specific RFP requirements will not necessarily result in rejection of a Proposal. The acceptance or rejection of all non-compliant items and/or variances to the RFP requirements shall be at the sole discretion of the NAC without any obligation by the NAC to either request clarifications, or enter into detailed discussions or negotiations with the Proponent.

## **1.9 PROPOSAL CONTENTS**

All qualified Proposals will be initially evaluated by the NAC to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP.

Throughout the evaluation process, the NAC, at its sole discretion, may request additional written clarifications and/or supplemental information from selected Proponents, as part of the initial Proposal evaluation process.

## **1.10 INITIAL PROPONENT SELECTION PROCESS**

As a result of the initial evaluation of the written Proposals, the NAC may request oral presentations and enter into detailed discussions with selected Proponents, prior to completing the preliminary evaluation process.

## **1.11 SELECTED PROPONENT NEGOTIATIONS**

The Von Braun Center reserves the right to enter into contract negotiations with a selected Proponent based only on the evaluation of the written Proposals and/or an evaluation of the combination of the written Proposals, oral presentations and detailed discussions.

## **1.12 NO CONTRACT**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.



### 1.13 ALTERNATIVES

A Proponent may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the benefits thereof must be separately stated. Such documentation must not exceed three (3) pages.

## **2. PURPOSE – COMMUNITY OVERVIEW AND BENEFITS IN THE NAMING RIGHTS PACKAGE**

### **2.1 FACILITY OVERVIEW**

The Von Braun Center has been serving the community of Huntsville/Madison County and the Tennessee Valley since 1975 with a primary objective of facilitating and promoting events and activities in addition to generating economic benefit and improving the quality of life.

Located in the heart of historic downtown and just a short drive from the Huntsville International Airport, the Von Braun Center is convenient to area hotels, restaurants and attractions. The facility boasts over 170,000 square feet of multi-purpose meeting space in addition to the Propst Arena, Mark C. Smith Concert Hall and the Playhouse.

The facility currently hosts approximately 500 events per year with over 800,000 patrons walking through the doors. With a convention center expansion scheduled to begin in 2020 an additional 113,000 square feet will be added to the 483,000 square foot facility. The most highly anticipated aspect of the expansion is the 1,200 capacity Music Hall, featuring an open-floor concept. The Music Hall will also be very convenient to the new restaurant & bar located at the corner of Clinton Avenue and Monroe Street. ***The expansion will offer a beautiful new look to downtown.***



## 2.2 BENEFITS IN THE NAMING RIGHTS PACKAGE

The naming rights package means far more than a traditional corporate sponsorship. Naming rights provides the Proponent the opportunity to create a valuable, positive association with the Huntsville/Madison County and Tennessee Valley Community through marketing, advertising, hospitality, website and promotional opportunities. The Proponent will have the opportunity to gain local, regional, and national exposure. The name of the Music Hall which is proposed by the successful Proponent and subject to the approval by the NAC shall be the exclusive name of the facility in all official facility references during the term of the Agreement. The successful Proponent will have the right to create and develop signage for the facility which is subject to approval by the Von Braun Center.



### 1. Media

Name and logo identification in all official music hall-related references made by the Von Braun Center including, but not limited to, the following:

- Media correspondence
- Media placement – television, radio, billboards and print
- VBC Website and social media outlets
- Facility-related publications
  - \*Annual Report
  - \*Meeting Planner Guide
  - \*TicketsFirst Eblast
  - \*Tickets
- Advertising/promotional literature (Events)
  - \*VBC Marquee
  - \*Event Posters
  - \*Propst Arena Concourse monitors
  - \*Restaurant monitors



\*Value does not include additional community calendars beyond control of VBC, such as, Ticketmaster, Downtown Huntsville, Inc, etc



## 2. Signage

### *Exterior facility*

- VBC Marquee (Monroe St)
- Entrance of Music Hall
- Wayfinding signage on VBC property

### *Interior facility*

- Music Hall Main Lobby
- Wayfinding signage throughout the Von Braun Center
- Floor mats
- Mezzanine Sign in Propst Arena



## 3. Corporate Usage

- VIP Seating – 4 tickets to each public event held within the Music Hall (average 100)
- Meeting Space Rental (up to \$1,000) within Von Braun Center once per year – based on availability.





### **3. QUALIFICATIONS AND REQUIREMENTS OF PROPONENT**

- 3.1** Provide the name, a brief history and description of your Corporation.
- 3.2** Identify your designated staff member(s) who will be working with and coordinating marketing and advertising activities with the Von Braun Center during the term of the contract.
- 3.3** Name and title of person(s) authorized to bind the Proponent in a contract along with the main office address, and telephone number (including area code).
- 3.4** Outline your corporation's qualifications including its abilities, capacities, skills and financial strengths as they relate to this Proposal.
- 3.5** Submit any details of similar projects including name, addresses and telephone numbers.
- 3.6** Provide any additional information that would distinguish your firm in its service to the Huntsville/Madison County community.
- 3.7** Include all completed attachments and forms required with your Proposal.
- 3.8** The Von Braun Center may make such investigations it deems necessary to determine the ability of the Proponent to perform financially. The Proponent shall furnish to the Von Braun Center, within five (5) days of a request, all such information and data for this purpose as may be requested. The Von Braun Center reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proponent fails to satisfy the Von Braun Center that such Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

### **4. SCOPE OF SERVICES**

- 4.1** Title Sponsorship entitles the Proponent to name the Music Hall with a name chosen by the sponsor, subject to final approval by the Von Braun Center's Board of Control.
- 4.2** The Proponent will commit to provide exterior signage at the main entrance at their cost. All sign placements must be approved by the Von Braun Center and be in accordance with all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights Contractor shall be responsible for contracting all work relative to the installation of all exterior and interior signage.
- 4.3** The Contractor shall provide all ongoing maintenance and bulb replacement in a timely manner for the signs that are located on the exterior of the building. All other signs in the facility, once installed, are the responsibility of the Von Braun Center.

- 4.4 Proponents are encouraged to offer, and shall describe promotional advertising opportunities that may include additional revenue or marketing benefits, which support the music hall attendance or attendees.
- 4.5 Proponents 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.

## **5. TERM OF CONTRACT**

- 5.1 The Proponent shall outline the proposed term of the Agreement. A minimum term of five (5) years, beginning on or about April 2019. Renewal options may be included. A mutually agreed upon discount will be offered to each year above (5) five years contracted.
- 5.2 The successful Proponent shall execute a contract with the Von Braun Center that will be in substantial conformance with this RFP, Proponent's Proposal, and any applicable Federal, Regional or Local law, rule or regulation.

## **6. REVENUE PROPOSAL (Appendix D)**

- 6.1 Submit a revenue Proposal for the naming rights, quoting a *minimum annual sum* in addition to full Proposal details of financial plan. *Annual minimum sum* should be equal to or above the minimum reserve of \$100,000.
- 6.2 If proposing additional cash or marketing activities detail the structure of how those benefits would be allocated to the Von Braun Center.
- 6.3 Provide other relevant information that will assist the NAC in evaluating your Proposal.

## **7. GENERAL CONDITIONS AND INSURANCE**

### **7.1 DISCREPANCIES OR OMISSIONS**

Proponents finding discrepancies or omissions in the RFP documents, or having any doubts to the meaning or intent of any part thereof, should immediately notify Johnny Hunkapiller, in writing via email at [jhunkapiller@vonbrauncenter.com](mailto:jhunkapiller@vonbrauncenter.com) who may send written instructions or explanations to all Proponents on record with the Von Braun Center.

No responsibility will be accepted for oral instructions.

Addenda or correspondence issued during the RFP period shall be considered part of this document and become part of the final Contract documents.

### **7.2 IRREVOCABILITY OF PROPOSALS**

Prior to the time and date of the RFP closing deadline, any Proponent may withdraw or change their Proposal without penalty or forfeiture, by giving notice in writing to:

Von Braun Center  
700 Monroe Street

Huntsville, AL 35801  
Attention: Johnny Hunkapiller

Upon the closing deadline, all Proposals become irrevocable and no words or comments may be added to, or removed from, the Proposal unless requested by the NAC for purposes of clarification. By submission of a Proposal, the Proponent agrees that should its Proposal be deemed successful, the Proponent will enter into a Contract with the Society.

Proposals must remain valid for a period of ninety (90) days following the submission deadline.

### **7.3 LIABILITY FOR ERRORS**

While the Von Braun Center has used considerable efforts to ensure an accurate representation of the information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponent. The information is not guaranteed or warranted to be accurate by the Von Braun Center, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **7.4 AGREEMENT WITH TERMS**

By submitting a proposal the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP must not alter any portion of the document, with the exception of adding information requested. To do so will invalidate the Proposal.

### **7.5 MODIFICATION OF TERMS**

The Von Braun Center reserves the right to modify the terms of the RFP at any time at its sole discretion.

### **7.6 PROPONENT EXPENSES**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Von Braun Center, if any. If the Von Braun Center elects to reject all Proposals, the Von Braun Center will not be liable to any Proponent for any claims, whether the costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

### **7.7 ACCEPTANCE AND REJECTION OF PROPOSALS**

The NAC may not necessarily accept the lowest priced Proposal or any Proposal. At its sole discretion, the Von Braun Center reserves the right to reject any or all Proposals received and to accept any Proposal which the NAC considers advantageous, whether or not it is the lowest priced Proposal. The Von Braun Center will automatically reject any proposal that does not meet the annual minimum sum (as specified in 6.1). Submission of a Proposal by a Proponent and its subsequent receipt by the NAC does not represent a commitment on the part of the Von Braun Center to proceed further with any Proponent or project. The Von Braun Center is under no obligation to award a contract as a result of this RFP and reserves the right to terminate this RFP process at any time.



The Von Braun Center reserves the right to accept the proposed offer in total or in part, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favorable to the Von Braun Center.

Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alteration, or irregularities of any kind may be rejected.

The Von Braun Center reserves the right to obtain additional information from the Proponents to clarify the information in their submission. In the event that only one Proposal is received, the Von Braun Center reserves the right to return the Proposal unopened. Proposals received after the closing time will not be opened.

#### **7.8 CONTRACT NEGOTIATIONS**

The successful Proponent will be required to enter into a contract with the Von Braun Center.

The Von Braun Center reserves the right to negotiate specific terms of the contract with the preferred Proponent prior to the final award of the contract.

If the preferred Proponent and the Von Braun Center cannot agree on contract language in the contract document, the process will be terminated, no purchase order shall be issued and the Von Braun Center may begin negotiations with the next preferred Proponent.

#### **7.9 SOLICITATION**

Proponents and their Agents are hereby warned that any attempt to solicit individual members of the NAC and/or Staff of the Von Braun Center in regard to the award of this contract may jeopardize the favorable consideration of their Proposals.

#### **7.10 CONFIDENTIALITY AND SECURITY**

This document or any portion thereof may not be used for any purpose other than submission of Proposal. The successful Proponent shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out its duties or performing its services. It is the Von Braun Center's policy to maintain confidentiality with respect to all confidential information-related to the Requests for Proposals, but the Von Braun Center is subject to the Freedom of Information and Privacy Act.

#### **7.11 WORKERS COMPENSATION ACT**

The Contractor shall ensure compliance on his part with the Workers' Compensation Act and any regulations thereunder. This will extend to any contractors hired by the successful Proponent, who will be on Von Braun Center property. See Scope of Services 4.2.

**7.12 INDEMNITY AND LIABILITY INSURANCE** For the purpose of any contract the Von Braun Center may enter into with the successful Proponent, the Contractor shall indemnify and hold harmless the Von Braun Center, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of

the Contractor, its employees, or agents, in the performance by the Contractor of this Agreement. Such indemnification shall survive termination of this Agreement. Further the Contractor must provide to the Von Braun Center proof of \$1 million General Liability Insurance with the Von Braun Center named as an additional insured party. The Von Braun Center reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

#### **7.13 COMPLIANCE WITH LAWS AND PERMITS**

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

#### **7.14 CONTRACTOR ASSUMPTION OF RISK, LOSS OR DAMAGE**

The Contractor shall assume all risk of loss or damage to the equipment or work performed, and shall assume all liability for death, personal injury, or property damage, arising out of work done.

#### **7.15 NO OBLIGATION ON THE PART OF THE VON BRAUN CENTER**

This RFP is not a tender call, and any submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Von Braun Center. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Von Braun Center has accepted its Proposal and there is subsequent full execution of a written contract signed by both parties.

The highest or any Proposal will not necessarily be accepted. The Von Braun Center reserves the right to waive informalities, to reject any or all Proposals for any reason, or to accept the Proposal deemed most favorable in the interest of the Von Braun Center. In no event will the Von Braun Center be responsible for the costs of preparation and submission of Proposals.

#### **7.16 FREEDOM OF INFORMATION**

The Von Braun Center is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interest, the Von Braun Center cannot guarantee that any information provided can be held in confidence.

## **8. PROPONENT ACCEPTANCE FORM**

We certify that we have read and understand the information provided in the RFP and all subsequent documentation. The information provided in our submission is accurate and we agree to be bound by all conditions, statements and representations contained within the RFP. Failure to provide signatures below will result in immediate rejection of this submission. The person signing this RFP declares that they are duly authorized signing authority with the capacity to commit their firm/company to the conditions of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_



## **Appendix A**

### **Qualifications**

This section must address Proponent's qualifications and experience to carry out the requested service, inclusive of, but not limited to: Details of involvement in similar projects, qualifications to do business in Huntsville, Alabama, number of years in business and length of experience. Also include Corporate Mission, Vision and Values as they relate.

## **Appendix B**

### **Scope of Services**

This section must address the Scope of Services in terms of the Proponent's plan to carry out the requested service.

## **Appendix C**

### **Term of Contract**

State term of contract including renewal options as outlined in 5.1 of this RFP.



## **Appendix D**

### **Revenue Proposal**

Revenue Proposal: Outline financial Proposal including annual minimum sum.