



REQUEST FOR PROPOSAL

Rushmore Plaza Civic Center

Naming Rights

FOR THE

RUSHMORE PLAZA CIVIC CENTER
444 Mt. Rushmore Road North
Rapid City, SD 57701

December 17, 2018

I. REQUEST FOR PROPOSAL/OVERVIEW

The Rushmore Plaza Civic Center, located in Rapid City, South Dakota, is seeking proposals from interested parties for naming rights at the facility located at 444 Mt. Rushmore Rd N., Rapid City, SD.

The Rushmore Plaza Civic Center Board of Directors has authorized staff to Begin a Request for Proposal (RFP) process to seek out interested parties for the naming rights for **all or part(s)** of the Rushmore Plaza Civic Center located at 444, Mt. Rushmore Rd N., Rapid City, SD.

The Civic Center reserves the right to approve the name for the facility and/or facilities as proposed by the successful Proponent. Proponents should provide one or more names for consideration within their Proposal.

II. COMMUNITY OVERVIEW AND BENEFITS IN THE NAMING RIGHTS PACKAGE

a. FACILITY OVERVIEW

The Civic Center is a city-owned and operated entertainment complex that serves to provide a user friendly facility for entertainment, concerts, plays, conventions, sporting events, and civic gathers to enrich the lives of the people in the Black Hills and surrounding areas.

The Civic Center is multiple venue, 500,000 square foot complex located in Rapid City, SD. All under one roof, the venue includes:

- Barnett Arena – 34,500 SqFt – 6,000 – 10,000 Seat Arena
- Ice Arena – 34,000 SqFt – 5,000 – 7,000 Seat Arena
- Fine Arts Theatre – 1,700 Seat Theatre
- Convention Space - 150,000 SqFt
- Expansion Arena – Estimate 250,000 SqFt , 12,000 Seat Arena

A five (5) member Board of Directors governs the operations and are appointed to three (3) year terms by the Rapid City Council upon recommendation of the Mayor. Committed to excellence, the Civic Center is a hub of community and regional activity, improving the quality of life for a total population of 632,627 (census numbers for a 200 mile radius).

The original Civic Center opened in 1977 and consisted of a 10,000 seat basketball arena, a convention area and 1,700 seat Fine Arts Theatre. In 1986, the facility expanded with the creation of Rushmore Hall, a 41,000 square foot multi-purpose convention area and in 1997, a Food Court was created. In 2008, another major expansion occurred with the 5,000-7,000 seat Ice Arena and in 2021, the footprint of the facility will almost double in size with a new state of the 10,000-12,000 seat arena.

A multi-purpose facility, the Civic Center is a perfect venue for concerts, tradeshow, and conferences of all sizes, sporting events, plays, banquets, graduations and weddings. The Civic Center boasts a management team with over 200 years of industry experience with

full-service internal Production, Security, Guest Services, Box Office, Food & Beverage and Marketing teams.

The Civic Center hosts over 700 events annually, 1440 event days, with over 1 million people flowing through the building serving a market area that includes all of South Dakota, parts of North Dakota, Montana, Wyoming, Nebraska and Colorado. The development of a first-class arena expansion will serve as a catalyst for continued growth in attendance figures. The venue is currently home to major tenants including the Rapid City Rush (ECHL Hockey), the Black Hills Stock Show & Rodeo and the Lakota Nations Invitational Basketball Tournament.

The Civic Center also hosts a number of tradeshow and cultural-events annually along with a multitude of events choosing the Civic Center as their venue of choice.

i. Annual Events

- Black Hills Stock Show and Rodeo (Celebrating 42 Years)
- Lakota Nation Invitational (Celebrating 39 Years)
- Home Builders Home Show (Celebrating 42 Years)
- Black Hills Sports Show (Celebrating 37 Years)
- Black Hills Powwow (Celebrating 32 Years)
- South Dakota High School Activities Association State Tournaments (Celebrating 41 Years)
- West River Pool Tournament (Celebrating 19 Years)
- President's Cup Soccer Tournament (Celebrating 27 Years)
- State Dart Tournament (Celebrating 21 Years)
- Rushmore Cup Hockey Tournament (Celebrating 3 Years)
- Broadway Series (Celebrating 32 Years)

ii. Annual Attendance Figures

Annual visits to the Civic Center averages 1,000,000 (not including drive-bys and/or staff, volunteer groups etc.).

b. BENEFITS IN THE NAMING RIGHTS PACKAGE

The naming rights package means far more than traditional corporate sponsorship/advertisement. Naming rights provide the Proponent the opportunity to create a valuable, positive association with Civic Center and surrounding Black Hills community through marketing, advertising, hospitality, website and promotional opportunities. The Proponent will have the opportunity to gain local, regional, state, and national exposure.

The name of the Civic Center and/or parts of the Civic Center which are proposed by the successful Proponent and subject to the approval by the Civic Center shall be the exclusive name of the facility and/or parts of the facility in all official 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 the approval by the Civic Center.

i. MEDIA

Name and logo identification in all official Civic Center related references made by the Civic Center including, but not limited to the following:

- Media Correspondence
- Media Placement – television, radio, billboards, print, digital display
- Website
- Facility-related publications
- Advertising/promotional literature
- Name Announcements & promotional campaign
- Recognition and involvement at the official opening ceremony

ii. SIGNAGE

Exterior and Interior name and signage opportunities including but not limited to:

- Facility Exterior Signage
- Main Lobby Area
- Concourse Area
- Logo Rings
- Wayfinding Signage
- Employee Branded Clothing

iii. CORPORATE USE OF FACILITY

For length of contract you will also receive

- Free entry for 8 to all Civic Center major events*
- Use of meeting space**

*Events vary by year

**Based on availability, does not include cost of equipment and/or catering expenses

III. FORM OF PROPOSAL

a. SUMMARY OF REQUIREMENTS

The Civic Center requests Proposals from interested parties for the naming rights of the Civic Center. Proposals can include a plan for naming ALL or PART(s) of the Civic Center.

The successful Proponent shall execute a contract with the Civic Center that will be in substantial conformance with this RFP, the Proponent's Proposal, and in accordance with any applicable Federal, State, County or City law, rule or regulation.

b. PROPOSAL SUBMISSION FORMAT AND CHECKLIST

All proposal packages must be submitted with a completed Proponent Acceptance Form (Attached), 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.

- i. Title Page, should reflect the RFP subject, showing Proponent's name, company, address and contact information.
- ii. A short (one or two page) letter of introduction, and summary of the key features of the proposal signed by an authorized signatory.
- iii. Proponent Acceptance Form
- iv. Appendix A: Qualifications
- v. Appendix B: Scope of Naming Rights
- vi. Appendix C: Term of Contract
- vii. Appendix D: Financial Proposal

c. SUBMITTALS

i. QUALIFICATIONS (Appendix A)

Provide the name, a brief history and description of the Proponent.

Identify your designated staff member(s) who will be working with and coordinating marketing and advertising activities with the Civic Center during the term of the contract.

Name and title of person(s) authorized to bind the Proponent in a contract along with the main office address and telephone number.

Outline the Proponent's qualifications including its abilities, capacities, values, mission, skill and financial strengths as they relate to this proposal.

Submit any details of similar projects including name, addresses and telephone numbers.

Provide any additional information that would distinguish the Proponent in its service to the Civic Center.

ii. SCOPE OF SERVICES (Appendix B)

Title Sponsorship entitles the Proponent to rename ALL OR PART(s) of the Civic Center with a name chosen by the sponsor, subject to final approval by the Civic Center.

The Proponent will commit to provide signage development and design at their cost. All sign placements must be approved by the Civic Center and be in accordance with all municipal approvals, zoning and building code requirements. The naming rights Proponent shall be responsible for contracting and paying for all work relative to the installation of all exterior and interior signage as negotiated in Contract.

The Proponent 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 Civic Center.

Proponents are encouraged to offer, and shall describe promotional advertising opportunities that may include additional revenue or marketing benefits, which support the Civic Center attendance or attendees.

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.

Proponents shall describe their strategy to ensure a complete and integrated use of the new name prior to the start of 2020.

iii. TERM OF CONTRACT (Appendix C)

The Proponent shall outline the proposed term of the Agreement. A minimum term of ten (10) years are contemplated, beginning on or about September 2021. Renewal Options may be included.

The successful Proponent shall execute a contract with the Civic Center that will be in substantial conformance with this RFP, Proponent's Proposal, and any applicable Federal, State, County, or City law, rule or regulation.

iv. FINANCIAL PROPOSAL (Appendix D)

Submit a revenue Proposal for the naming rights, quoting annual sums in addition to full Proposal details of the financial plan.

If proposing additional cash, trade and/or marketing activities, detail the structure of how those benefits would be allocated to the Civic Center.

Provide other relevant information that will assist the Civic Center in evaluating your Proposal.

The Civic Center may make such investigations it deems necessary to determine the ability of the Proponent to perform financially. The Proponent shall furnish to the Civic Center, within five (5) days of request, all such information and data for this purpose as may be requested. The Civic Center reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proponent fails to satisfy the Civic Center that such Proponent is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

d. CONFLICT OF INTEREST

The Proponent shall fully disclose any conflict of interest with its Proposal.

e. ALTERNATIVES/ADDED VALUE

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.

IV. INFORMATION ON THE REQUEST FOR PROPOSAL

a. RFP CALL

The Civic Center requests proposals from interested parties for the naming rights of the Civic Center in Rapid City, SD.

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

Proposals must be completed and returned in a sealed envelope by registered mail or courier service no later than 2pm on Monday, February 11, 2019.

Rushmore Plaza Civic Center
Attn: Priscilla Dominguez
444 Mt. Rushmore Rd. N.
Rapid City, SD 57701

b. REQUEST FOR PROPOSAL SCHEDULE

Description	Date
Issue Request For Proposal	December 17, 2018
Site Visit	January 25, 2019
Receipt of Proponent Questions	February 1, 2019
Response to Proponent Questions	February 6, 2019
Submission Deadline	February 11, 2019
Selection of Proponent/Recommendation to Board	February 26, 2019
Contract/Agreement Signed	March 26, 2019
Public Announcement & Official Naming	March 26, 2019

Note: Although every attempt will be made to meet all dates, the Civic Center reserves the right to modify any or all dates at its sole discretion.

Consideration will not be given to the proposal if received later than 2:00pm, February 11, 2019. Electronic copies (i.e. fax or email) will not be accepted. Proposals received after this time will be returned to the proponent unopened. There will be no public opening for this RFP.

c. INQUIRIES, CLARIFICATIONS & ADDENDA

Inquiries regarding this Request for Proposal shall be addressed, in writing to:

Priscilla Dominguez, Director of Corporate Sales and Marketing
Email: priscillad@rushmoreplazacc.com

No clarification request will be accepted by telephone. Responses to all clarification requests will be provided to all Proponents in writing. The Civic Center will not disclose the source of any questions submitted by Proponents.

No officer, agent or employee of the Civic Center is authorized to alter orally any of these proposal documents. The Civic Center will assume no responsibility for oral instruction or suggestion. If it becomes necessary to revise, delete, substitute or add to any part of the proposal document, a written addendum will be issued. Addenda shall be issued as per schedule above and no later than 5 days prior to close as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided.

d. CONDITIONS OF PROPOSAL

- i. Proposals which are incomplete, conditional, illegible or obscure that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected.
- ii. Proposals that contain payments which appear to be so unbalanced as to likely to affect adversely the interests of the Civic Center may be rejected.
- iii. No more than one Proposal from a firm, partnership, or corporation under the same name or different names, will be considered.
- iv. The Civic Center reserves the right to waive informalities at its discretion.
- v. No Proposals will be accepted beyond the exact local closing time set out by the Civic Center in the proposal call. Any Proposal received after the established local closing time will be returned unopened.
- vi. No changes may be made in Proposals after they have been opened.
- vii. Proposals may be withdrawn at any time.
- viii. The Civic Center reserves the right to negotiate changes or variations with any single proposal and to request clarifications and/or additional information on any single proposal.
- ix. The Civic Center reserves the right to acquire products and services from persons and companies other than those who have submitted responses.

e. ACCEPTANCE OR REJECTION OF PROPOSAL

The Proponent acknowledges that the Civic Center shall have the right to reject any, or all proposals for any reason, or to accept any proposals for which the Civic Center in its sole unfettered discretion deems most advantageous to itself. The lowest/highest, or any,

proposal will not necessarily be accepted and the Civic Center shall have the unfettered right to:

- i. Accept a non-compliant proposal
- ii. Accept a proposal which is not the lowest/highest priced or scored proposal
- iii. Reject a proposal that is the lowest/highest priced or scored even if it is the only proposal received

f. EVALUATION CRITERIA

Evaluation of proposals and selections will be carried out by a committee composed of Civic 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 Naming rights, Term of Agreement and Financial Proposal.

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

As a result of the initial evaluation of the written proposals, the Civic Center may request oral presentations and enter into detailed discussion with selected Proponents, prior to completing the preliminary evaluation process.

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

The Civic Center reserves the right to consider all or some of the following criteria in assessing a proposal, none of which shall be binding on the Civic Center.

1. Information provided in the proposal document itself
2. Information provided in response to inquiries of credit and industry references set out in the proposal
3. Information received in response to inquiries made by the Civic Center of third parties apart from those disclosed in the proposal in relation to the reputation, reliability, experience, and capabilities of the Proponent
4. The manner to which the Proponent provides services to others
5. The experience and qualification of the Proponent's senior management, and project management
6. The compliance of the Proponent with the Civic Center's requirements and specifications
7. Innovative approaches proposed by the Proponent in the proposal
8. The Civic Center's policies relating to RFP's and issuing contracts to third parties.

The Civic Center may also, in its sole discretion, disqualify a Proponent from submitting a proposal or reject a Proposal if a Proponent:

- I. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Civic Center
- II. Is involved in a claim or litigation initiated by the Civic Center
- III. Previously provided Goods and/or Services to the Civic Center in an unsatisfactory manner
- IV. Has failed to satisfy an outstanding debt to the Civic Center
- V. Has a history of illegitimate, frivolous, unreasonable or invalid claims
- VI. Provides incomplete, unrepresentative or unsatisfactory references
- VII. Has engaged in conduct that leads the Civic Center to determine that it would not be in the Civic Center's best interest to accept the proposal.

The Proponent acknowledges that the Civic Center may rely upon the criteria which the Civic Center deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Civic Center's rights under this section and absolutely waives any right, or cause of action against the Civic Center and its consultants, by reason of the Civic Center's failure to accept the proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

g. **ACKNOWLEDGEMENT**

The Proponent hereby acknowledges that by the submission of this document it has duly read and fully understands the full context and scope of the work detailed in the specifications, drawing and conditions of the proposal.

h. **COLLUSION**

By this submission, the Proponent declares that the proposal is not made in connection with any other business submitting a proposal for the same commodity and is, in a respect, fair and without collusion or fraud.

i. **ADDENDA**

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubt as to the meaning or intent shall at once notify the Civic Center. Proponents may during the proposal period be advised by addenda of any additions, alterations, or deletions to the specifications and documents.

j. **INSURANCE**

The successful proponent shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this contract is in effect, with insurer's acceptable to the Civic Center, sufficient insurance to cover all activities that are contemplated by their proposal and which insurance may reasonably be required by the Civic Center and/or its insurer.

- k. ASSUMPTION OF RISK, LOSS OR DAMAGE
The Proponent 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.

- l. NOTICE TO PROPONENT
Any notice or communication to the Proponent shall be deemed to be well and sufficiently given and served if handed to the Proponent or any of its clerks or agents or if posted or sent to the address given in the proposal or usual place of business.

- m. SOLICITATION
Proponents and their Agents are hereby warned that any attempt to solicit individual members of City Council, Board of Directors and/or Staff of the Civic Center in regards to the award of this contract may jeopardize the favorable consideration of their Proposals.

- n. CONFIDENTIALITY AND SECURITY
This document shall be confidential to the extent allowed by law. 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 Civic Center's policy to maintain confidentiality to the extent possible with respect to all confidential information related to the Requests for Proposals.

- o. EXPENSES
Proponents are solely responsible for their own expenses in preparing their proposal and for subsequent negotiations with the Civic Center, if any. If the Civic Center elects to reject all proposals, the Civic Center will not be liable to any Proponent for any claims, whether for 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.

V. 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 _____

Email _____

APPENDIX A
Qualifications

This section must address Proponent's qualifications and experience including but not limited to: Details of involvement in similar projects, qualifications to do business in Rapid City and/or South Dakota, 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 specify if Proponent's proposal includes the naming rights on ALL or PART of the Civic Center and defining areas. Proponent must also address the Scope of Services in terms of the Proponent's plan to carry out the terms outlined in this RFP.

APPENDIX C

Term of Contract

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

APPENDIX D

Financial Proposal

Outline financial Proposal including annual sums payable to the Civic Center.