REQUEST FOR PROPOSALS

PLANETARIUM NAMING RIGHTS

RFP Number 2012-41

Submission Date and Time:       June 1, 2012, 10:30 a.m.
Proposal Opening Date and Time: June 1, 2012, 10:30 a.m.

Destination for Delivery of Proposals:  Centennial School District
                                        Administration Building
                                        Business Office
                                        433 Centennial Road
                                        Warminster, PA 18974-5455
The new William Tennent High School Planetarium provides the viewer with a look at over 500 million objects through a state-of-the-art astronomical simulator. The 57 seat facility is available to classrooms throughout the Bucks County region as well as to the public for special presentations, sponsored events, and private showings. The WTHS Planetarium offers spectacular views of the planets, moons, satellites, asteroids, comets, and data on over 70,000 galaxies and 500,000 stars customized from local positions.

The Centennial School Board solicits proposals for the naming rights for the District’s planetarium, located at William Tennent High School, in accordance with the following conditions and specifications.

1. Sealed proposals for purchasing the naming rights of Centennial School District’s planetarium shall be in the hands of Mr. Christopher Berdnik, Business Administrator, Administration Building, 433 Centennial Road, Warminster, PA 18974-5455 on or before 10:30 a.m., June 1, 2012 and plainly marked on the envelope "PLANETARIUM NAMING RIGHTS RFP No. 2012-41".

2. Proposals shall be opened on June 1, 2012 in the Centennial School District Business Office, Administration Building, 433 Centennial Road, Warminster, PA 18974-5455 beginning at 10:30 a.m.

3. Centennial School Board reserves the right to waive any or all technicalities. Bidders will guarantee proposal price will remain firm for 90 days from date of opening.

4. The Centennial School Board reserves for itself the right to accept or reject any or all proposals and to determine for itself what shall be acceptable as equals.

5. Failure to complete and return the enclosed Non-Collusion affidavit with your proposal will result in disqualification.

6. Proposer agrees to adhere to Anti-Discrimination Clause included within the contents of this RFP.

7. Tours of the Planetarium facility are available by contacting William Gretton at (215) 441-6000 ext. 11006.

8. If there are any questions concerning these specifications, please call Donna Brassell at (215) 441-6000 ext. 11013.
SPECIFICATIONS

1. All offers must be consistent with the educational mission and non-discrimination policies of the Centennial School District.

2. The successful proposer’s name will be utilized exclusively in the formal name of the planetarium. An appropriate facility name will be selected which satisfactorily incorporates the name of the successful bidder in a tasteful manner and so as to lend itself to long-term advertising and marketing utilization.

3. In event that sponsor’s name changes, sponsor may propose new name. The District must accept or reject new name. The proposer will pay for all costs associated with the name change. If District rejects the new name, the sponsor may terminate agreement.

4. Offers will not be accepted from any person, organization, corporation or other entity whose primary purpose is to advance or whose name is primarily associated with a religious, political, ethical or moral agenda, viewpoint or message.

5. Centennial School District reserves the right to reject any final name selection which tends to favor or promote any particular religious, political, ethical or moral agenda, viewpoint or message, regardless of the neutrality of the individual, organization, corporation or other entity that may have purchased or offered to purchase naming rights.

6. It is anticipated that the District would prohibit or limit advertising including, but not limited to, that which:

   a. Advocates or campaigns for a particular candidate or political party,
   b. Promotes or denigrates a particular religion or religious practice.
   c. Is derogatory based on gender or toward any ethnic, religious or racial group.
   d. Promotes or encourages hostility, disorder, violence, or disregard for violation of legal obligations.
   e. Is libelous, or interferes with or advocates interference with the rights of any individual or the operation of the schools.
   f. Promotes use of tobacco products, alcoholic beverages, illegal substances or paraphernalia.
   g. Is obscene or pornographic in the context of being inconsistent with prevailing standards.
   h. Is not in the best interest of the students, staff or schools, in the opinion of the Superintendent or designee upon consultation with the Solicitor or other District legal counsel in order to ensure legality.
   i. Violates applicable copyrights, trademarks or other protected interests.

7. Centennial School District reserves the right to reject any final name selection which is otherwise inappropriate considering the basic educational mission of the school district.
8. Any person, organization, corporation or other entity submitting an offer understands that, due to the length of the contract for the purchase of naming rights, circumstances may in the future arise which are unforeseeable to either the Centennial School District or the purchaser of the naming rights that may render the selected and approved name of a facility inappropriate or objectionable, and that Centennial School District reserves the right to revoke any agreements made.

9. The contract length is to be for a maximum of (10) years with annual reviews. Upon review, if progress is deemed inadequate or requirements not met, naming rights could be renegotiated.

10. The minimum proposal accepted for the 10-year period is $100,000. Payments will be made monthly during the duration of the agreement.

11. The vendor must be willing to pay for the signage of which the design will be mutually agree upon by the successful vendor and the District. Installation, maintenance and removal (at end of contract) of the signage will be the vendor’s responsibility.

12. The facility name will be promoted in District print and electronic media references, and will be prominently displayed on the District’s website. The vendor may provide an appropriated logo to be used with all signage and incorporated in all advertising and public relations material related to the planetarium.

13. The District shall have the right to use sponsor’s name: irrevocable, non-exclusive, royalty-free right and license to the name to use, reproduce, display, and distribute on facility and internal portions of facility. District shall refrain from using name in connection with third parties in way that may incorrectly indentify third party with donor

14. Sponsor does not have right to use District’s name for commercial purposes beyond the terms of the sponsorship agreement.

15. The District may terminate the agreement in whole or in part whenever the District determines, in its sole discretion that such termination is in the best interest of the District. The District may terminate the agreement upon giving the vendor ten (10) days written notice. A right of no-fault termination will be mutually available beginning the third year. The vendor will have an obligation to remove all signage within sixty (60) days of termination of this agreement.

16. The District reserves right to revoke and terminate naming obligations without financial responsibility if Sponsor’s reputation changes substantially, the Board becomes aware of actions reasonably attributable to sponsor and these actions would affect reputation if publically known or Sponsor fails to maintain payments.

17. Proposals should include:

   a. Demographic information about their firm, including company or an individual name, address, phone and fax numbers, and name and resume or short biography of primary contact, officers and Board Members.
   b. Financial proposal, including summary of expected benefits and goods/services trade opportunities.
   c. Summary of current sponsorship commitments (sports, entertainment, other), including any in the K-12 education market.
   d. Draft sponsorship agreement.
Ladies and Gentlemen:

We propose to purchase the naming right of Centennial School District planetarium according to your specifications of March 2012 for the sum of:

Annual RFP Amount $ _____________

Duration (10 years or less) ____ years

The Non-Collusion Affidavit is signed and attached ______

Special Instructions/exceptions: ________________________________________________________________

______________________________________________________________

Authorized Signature

Print Name

Firm Name

Address

Phone Number    Fax Number

Date           Email
ANTI-DISCRIMINATION CLAUSE  
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the contractor agrees:

   a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor of subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;

   b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;

   c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

   d. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antidbid-Rigging Act. 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submissions of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

Contract/Bid No. __________

State of _________________________ :

Count of _______________________ :

I state that I am _______________________________ of ______________________________________________

(Title) (Name of Company)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers, I am the
person responsible in my firm for the price(s) and the amount of this bid.

I state that:
(1) The price(s) and amount of this bid have been arrived at independently and without consultation,
communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) ______________________________________________ _____________, its affiliates, subsidiaries,

(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____________________________________ ________________ understands and acknowledges

(Name of my firm)

that the above representations are material and important, and will be relied on by the Centennial School District when recommending for award the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Centennial School District of the true facts relating to the submission of bids for this contract.

(Print Name of Authorized Person and Company Position)

Signature of Authorized Person

Sworn to and subscribed before
me this ____________ day of

___________________. 20____

_________________________ My commission expires _____________________

Notary Public