



Addendum #1
RFP 50-21, Asset Inventory, Valuation and Naming Rights Services
8/31/2021

NOTICE IS HEREBY GIVEN that the following addendum serves to provide clarification and to answer the questions received on RFP#50-21, Asset Inventory, Valuation and Naming Rights Services.

Please note that Revisions have been made to the Bid document (copies of corrected pages are attached):

Remove: Detailed Specifications, pages 18-19 (dated 08/23/21)
Replace: Revised Detailed Specifications, pages 18-19 (dated 08/31/21)

Please add these new pages to your copy of the Request for Proposal and remove the earlier versions of the same pages issued prior to this Addendum # 1.

Question 1: Are you expecting the Consultant to provide sales services and sell sponsorships, including Naming Rights?

Answer to Question 1: The City welcomes proposals that include sales services covering sponsorships and naming rights however, it is not a requirement of this solicitation. "Sales" has been separated as a stand-alone optional service on DETAILED SPECIFICATIONS, Revised page 18, dated 8/31/21. Changes to this page and a numbering change on page 19 have been reflected in the revised pages included at the end of this addendum.

End of Questions and Answers

All other dates and terms and conditions remain the same in this Request for Proposals.

End of Addenda

DETAILED SPECIFICATIONS

4.2 NAMING RIGHTS.

Consultant will assist the with naming rights services for Coachman Park; including but not limited to:

- i. Gauge community sentiment on the eventual partnerships between the City and external parties (e.g. corporations, foundations, private sponsors, etc.).
- ii. Advise on the type of naming rights policies that should be in place or revised. The successful Consultant will be required to review all relevant naming rights policies, as well as other applicable reports and documents, from other similar municipalities and compare against the City's practices.
- iii. Conduct interviews with key internal stakeholders to understand current practices, challenges and opportunities. Furthermore, the selected successful Consultant shall review all relevant guidelines, policies and bylaws (i.e. sponsorship policies, and sign bylaw) that could be amended for city-wide alignment related to sponsorship activities. The outcome of this review should indicate the need for a specific type of sponsorship policy or for a revision to an existing policy.
- iv. Develop the criteria to identify all marketable components (i.e. programs and facilities) associated with those assets and determine the type of sponsorships that can be leveraged, such as naming rights. As part of this exercise, explain why some components are not applicable for sponsorships and/or naming rights.
- v. Provide the City with realistic revenue projections and return on investment based on various sponsorship/agreement terms (e.g. 5, 10, 15, 20 years). Suggest how the City can maximize the market value of these assets or potential revenues via targeted sponsorships and bundling.

4.3 SALES (OPTIONAL).

Consultants may include optional sales services for Coachman Park with their proposal; including but not limited to:

- i. Naming the Park with a name chosen by the sponsor, subject to final approval by the City of Clearwater.
- ii. Compile a list of viable potential naming rights partners with sample deliverables that would be a part of the potential naming rights deal along with the plan for how to maintain the agreement requirements.
- iii. Provide a plan for client management and how the relationship between the consultant, sponsor, and City will look during negotiations, contract signing, and after the agreement has begun to develop relational capital critical to the success of the sponsorship.
- iv. Work closely with the City of Clearwater to provide name, logos, and any other marketing support in the form of media, promotions, and community projects.
- v. Offer and describe promotional advertising opportunities.
- vi. State the objectives and strategy, if any, to introduce, build, and increase awareness of the facility's new name.
- vii. Describe the strategy to ensure a complete and integrated use of the new name before the start of 2023.
- viii. Provide a pricing structure **and timeline** for the service of asset sales should the city so desire to utilize said services.
- ix. Provide guidance and/or options to city staff regarding management of portfolio.

Exclusivity- Respondent shall define the entities that are within the Respondent's area of business which it desires to preclude from having naming rights for areas within the park. The City intends to avoid the granting of naming rights for other areas within the park to entities which are in the same area of business of the successful Respondent.

DETAILED SPECIFICATIONS

4.4 ADDITIONAL SERVICES. The City reserves the right to utilize the Consultant, when deemed necessary, to provide additional assistance/services related to asset inventory, valuation and naming right services as needed in the future under this award.

5. **MINIMUM QUALIFICATIONS.** Respondents should have a minimum of five (5) years of direct related experience, preferably in a municipal setting. Additionally, respondents must have completed at minimum one (1) project of similar scope.

6. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claim is made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all