

UNIVERSITY OF MASSACHUSETTS - AMHERST

REQUEST FOR BID

OUTSIDE SPONSORSHIP SALES



July 2007

RFB AA08-JM-2432

SUBMITTED BY THE UNIVERSITY OF MASSACHUSETTS,
PROCUREMENT DEPARTMENT, AMHERST MA 01003

SPONSORED BY THE UNIVERSITY OF MASSACHUSETTS ATHLETICS DEPARTMENT

University of Massachusetts Amherst

RFB AA08-JM-2432

ATHLETICS DEPARTMENT OUTSIDE SPONSORSHIP SALES

SECTION 1— GENERAL INFORMATION 1.1

The UMass Athletics Department is seeking an outside sales company to assist in their regional and national sponsorship sales efforts. UMass Athletics has set a goal of a minimum of \$200,000 of new revenue through this venture. Please note that the UMass Athletics Department is not looking for assistance in up selling our current sponsors.

1.2 DURATION OF CONTRACT

The contract will be in effect for the period September 1, 2007 to August 30, 2010 with a two year option period under the same terms and conditions. The successful bidder(s) will be required to sign a University Contract for Services (CFS); the terms and conditions of which are incorporated herein. A copy is attached for your review. Prices, terms and conditions shall remain firm throughout the term of the contract. Where a term or condition in the CFS may be in conflict with a term or condition in this RFB, the RFB term or condition shall prevail.

1.3 BID EVALUATION AND INVITATION TO PRESENT

A Selection Committee representing the University will review the bid offers and select the bid(s) whose product, pricing, services, availability, and references have the most appeal to the University. The selected bidder(s) may be invited to come to the Amherst Campus to make a formal presentation to the Selection Committee. **It is projected that the invitation will be extended within two weeks after the bid closing date. The presentation shall be made by the bidder(s) at the University within ten (10) days thereafter.** The bidder's failure to make such a timely presentation may be grounds for rejection of the bid, at the option of the University.

The award will be made to the bidder who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but will not necessarily be limited to, the following (in rank order of importance to the University):

- Record of demonstrated ability to successfully execute the services as specified in bid specifications.
- Strength of References
- Commission rate paid to vendor.

- Conformance with bid specifications herein.
- Responsiveness to the RFB and quality of the bid offer

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

1.4 ACCEPTANCE/REJECTION OF BIDS

Only bids that are received by the bid opening date and time will be considered. The UNIVERSITY reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst campus to be in the University's best interest. The UNIVERSITY reserves the right to make a partial award for the services requested, or to make an award to more than one vendor.

1.5 QUESTIONS / CONTACT PERSONS

All questions from prospective bidders concerning this RFB **must be submitted in writing by fax or email by 5 p.m. on August 2, 2007 to the following:**

John O. Martin
Director of Procurement
University of Massachusetts - Amherst

Fax: (413) 545-1643
Email: jomartin@admin.umass.edu
Reference **RFB AA08-JM-2432**

- No telephone calls will be accepted. Inquiries received after the specified date and time will not be allowed.
- The University will mail its response to all written questions to all bidders of record by formal addendum **by 5 p.m. on August 6, 2007.**

The UNIVERSITY will extend the due date by written addendum if such information significantly amends this RFB or makes compliance with the original proposed due date impractical.

1.6 BID OPENING DATE/TIME

Bidders shall deliver their bid to the following address by 2:00 p.m. on **August 16, 2007** at which time the bids will be opened and publicly read. The Bidder shall deliver one original and 4 copies of the complete bid package, clearly marked **RFB AA08-JM-2432** to:

University of Massachusetts - Amherst
Procurement Department
407 Goodell Building
140 Hicks Way.
Amherst, MA 01003
Attention: RFB AA08-JM-2432

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department in its entirety by the due date and time. Late bids will not be considered, and will be placed, unopened, in the bid file.

1.7 PUBLIC INFORMATION

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10. and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

1.8 COST TO SUBMIT/PRESENT BID

The University is not responsible for any expenses that may be incurred by any bidder to prepare, submit, or present bids.

1.9 COMPENSATION

Invoices submitted to the University by the successful bidder for services provided under the contract will be itemized and priced out by the successful bidder in accordance with the figures contained in the bidder's response to this RFB, Section 3, The Bid Response. Therefore, bids must be all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.

1.10 ALTERATIONS TO BID

The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration.

1.11 RECORD KEEPING AND RETENTION, INSPECTION OF RECORDS

The successful bidder shall maintain records, books, files, and other data pertaining to the contract to the extent and in such detail as shall properly substantiate claims for payment under contract, for a minimum retention period of (7) years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the contract. The Federal grantor agency, the Auditor of the Commonwealth, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable

expense, the books, records, and other compilation of data of the successful bidder which pertain to the provisions and requirements of the contract. Such access shall include on-site audits, review, and copying of records. (Reference Massachusetts General Laws, Chapter 11, Section 12.)

1.12 UNIVERSITY CONTRACT FOR SERVICES:

The successful bidder will be required to sign a standard University Contract for Services (CFS) prior to the start of the campaign. A copy of the University CFS is attached for informational purposes. Vendors do **not** need to complete this CFS and return with their bid response.

SECTION 2.0 PROJECT DESCRIPTION

1. The UMass Athletics Department is seeking an outside sales company to assist in their regional and national sponsorship sales efforts. UMass Athletics has set a goal of a minimum of \$200,000 of new revenue through this venture. Please note that the UMass Athletics Department is not looking for assistance in up selling our current sponsors.
2. UMass would have the sole right of providing a “Do Not Call List” to selected vendor. The successful vendor and the UMass Athletic department would need to be in close contact to ensure that they are not duplicating sales efforts. UMass will still have the right to call on regional and national clients as well as the successful bidder. Both parties must provide each other with a preferred selling list. Prior to calling upon any other company not on the original call list, either party must communicate the intent to ensure we avoid duplication.
3. The selected sales company would not be allowed to sell to any corporation or business in Western Massachusetts (Hampshire, Franklin and Hamden Counties) without the written permission of UMass. Violation of this provision could result in immediate cancellation of the agreement.
- 2) UMass will be responsible for the fulfillment of all contractual arrangements between the new sponsors and selected sales company.
- 3) UMass will have the sole responsibility to approve/disapprove all agreements prior to signing a contract.
- 4) UMass will be responsible for producing and signing all contractual agreements to ensure compliance with all University policies and Massachusetts State law.
- 5) UMass will be responsible for all invoicing.
- 6) Sales company will not receive commission until a sales contract is paid in full.

- 7) UMass is seeking commission rates on a tiered level. Bidders must bid their commission rate on each tier listed in Section 3 of this RFB. All commissions paid will be calculated based on net sales which include all proceeds after signage production or any purchases needed to fulfill the contract). The cost of UMass athletics tickets would be included in the commission.
- 8) UMass will not pay any type of consultant fee to the sales company outside of the commission stated in their response.
- 9) UMass will have the right to approve all prices on sponsorship inventory.
- 10) UMass would agree to work with the successful sales company on reproducing any sales material.
- 11) Sales inventory included under any contract awarded under this RFB is: UMass radio network, Travis Ford TV Show, Don Brown TV Show, All stadium and Mullins Center signage, game sponsorships, program ads, video boards sales and tickets. Please note that the University can add to this sales inventory at their discretion.

SECTION 3 - BID RESPONSE

3.1 REFERENCES

List three customers with similar requirements as those of the University whom the University may contact for reference purposes, including the company name, contact person, telephone number, address, and brief description of business done with the company within the past year. By submitting this information, bidder authorizes the UNIVERSITY to contact these clients, or other clients that become known to the University, for purposes consistent with the review of this bid.

1. **Company Name:** _____
Contact Person: _____ **Tel#:** _____
Description of Job(s) Completed: Use separate sheet if required:

2. **Company Name:** _____
Contact Person: _____ **Tel#:** _____
Description of Job(s) Completed: Use separate sheet if required:

3. **Company Name:** _____
Contact Person: _____ **Tel#:** _____
Description of Job(s) Completed: Use separate sheet if required:

3.2 PROPOSAL COST:

Please include below the percentage of commission that you will agree to if your company is the successful bidder under this RFB. Vendor must fill in percentage rate bid in each category.

_____ % Commission on all sales less than \$200,000.

_____ % Commission on all sales between \$200,000 & \$300,000.

_____ % Commission on all sales over \$300,000.

NOTE: All commissions paid will be calculated based on net sales which include all proceeds after signage production or any purchases needed to fulfill the contract). The cost of UMass athletics tickets would be included in the commission.

3.3 PRICE PROTECTION:

All commission percentages quoted in the vendor's response will be valid for the entire term of the contract and the option term if it is selected.

Please also include any other information that you feel would be helpful for the University to evaluate your work experience.

The person signing below acknowledges that he/she is authorized to sign and commit the company to the information in this bid response.

Submitted by: _____

Title: _____

Bidder's Signature: _____

Email Address: _____

Fax No: _____ Telephone #: _____