



2023 REQUEST FOR PROPOSAL

NAMING RIGHTS BROKER (NRB)

Contents

I. INTRODUCTION

A. Purpose

The Board of Trustees of the Nebraska State Colleges, dba Peru State College (College) seeks proposals for an experienced and reputable Naming Rights Broker (NRB) to assist in the planning, marketing, and negotiation of naming rights contracts for new athletic/recreation buildings, rooms, and spaces as well as other buildings, rooms, and spaces on campus. The College has identified 39 buildings and spaces in Project ROAR, not counting a few hundred lockers and weight racks. The College is also interested in exploring the sale of naming rights to its Library, Administration Building, student-support building, Student Center, Campus Services Building, football stadium and field, football field house, and President's House—along with many of the rooms and spaces inside these structures. The purpose of this RFP is to identify a qualified broker to collaborate with the College to maximize revenue through the sale of naming rights.

The College desires a long-term partner who will:

- Conduct a comprehensive, strategic analysis of the local and regional naming-rights market, identifying potential Sponsors who align with the College's mission and values.
- Work with the College to set appropriate gift levels for the buildings, rooms, and spaces of Project ROAR (a five-building indoor recreation center), as well as for other buildings, rooms, and spaces on campus.
- Develop and implement a strategic plan for approaching potential Sponsors who might be interested in naming-rights agreements with the College.
- Negotiate and assist with drafting naming-rights contracts.
- In collaboration with the College's marketing and communications team, develop marketing materials and campaigns that promote naming-rights opportunities. Utilize various channels, including digital media, press releases, and events, to raise awareness about the naming-rights opportunities.
- Provide regular progress reports to the College, detailing the outreach efforts, potential Sponsor engagements, and negotiation status.
- Offer insights and recommendations to the College based on market feedback and analytics to optimize naming-rights strategies.
- Ultimately sell all available naming-rights opportunities and work with the College to fulfill all naming-rights obligations.

Only organizations with experience and a successful track record of managing and implementing naming-rights campaigns should respond to this RFP. Acceptance of the

proposal by the College shall not constitute a contract between the College and a selected vendor. The College is not obligated to purchase any service nor the least expensive solution.

B. Key Requirements

- The NRB Proposal must be based on commission-only compensation model.
- The NRB must have a demonstrated, five-year or more track record of success in securing naming-rights agreements.
- The NRB must be able to provide proven strategies and innovative approaches to securing naming-rights agreements.
- The NRB team must agree to uphold and honor the College's values and approach to relationship-building.
- The NRB must work closely with the College leadership to provide frequent updates and to provide guidance on follow-up communications and other outreach.
- The NRB must operate with a clear understanding of relevant College policies, including the requirement that the Board must approve all naming rights agreements.

C. Background Information

Founded in 1867, Peru State College has a long tradition of excellence in academics and student support. The College enjoys a loyal and passionate alumni group and a strong, positive reputation among businesses and organizations throughout the region. The College is looking to draw on that reputation to generate significant revenue through naming-rights agreements while maintaining the integrity and values of the institution.

Peru State College's beautiful "Campus of a Thousand Oaks," a member of the Nebraska Statewide Arboretum, is nestled in the hills of historic southeast Nebraska on the Missouri River. The College offers a mix of innovative online and traditional-classroom undergraduate and graduate programs, including online graduate degrees in education and organizational management. Nebraska's first college, Peru State offers diverse, multifaceted educational programs to around 2,000 students. The College has long been a wellspring of leadership, an invaluable resource for communities and businesses, and a source of accomplished graduates known for their excellent education and professional competence. The College also contributes more than \$127 million annually to the Nebraska economy.

The College enjoys considerable support from the State of Nebraska, with more than \$52 million of campus renovation projects funded over the last two decades. While it serves students around the globe, Peru State retains a special commitment to serve the residents and needs of the Southeast Nebraska community through education, research, and public service programs.

Mission

Peru State College provides students of all backgrounds access to engaging educational experiences to strengthen and enrich communities, Nebraska, and the world.

Vision

Peru State College will be renowned for transforming student lives through personal and engaging educational experiences.

Values

Peru State College lives its mission and vision through engagement in the classroom, engagement across campus, and engagement in the region and beyond while valuing:

- **Pride**

We proudly celebrate our history as Nebraska's first college, our heritage of educating all students, and our tradition of achievement by students, alumni, faculty, and staff.

We cherish the stately Campus of a Thousand Oaks entrusted to us.

- **Excellence**

We pursue excellence through best practices and innovation in scholarship, teaching, research, and student development. We commit to providing exceptional facilities and resources supporting an engaged collegiate experience.

- **Resilience**

We recognize resilience as a key factor in success. We provide support and encouragement to achieve high standards by cultivating passion and perseverance.

- **Unity**

We embrace unity as a diverse and inclusive community. We believe in creating a culture of respect, mutual support, and understanding. We lead and model this culture on campus, in the region, and around the world.

Memberships and Accreditation

Peru State College has been accredited by the Higher Learning Commission since 1915, and in 2022 the College received continuing accreditation for the next 10 years. Peru State College also has continuing accreditation by the National Council for Accreditation of Teacher Education. Full membership is maintained in the American Association of Colleges for Teacher Education and the American Council on Education. The College is also a charter member of the Nebraska Council on Teacher Education and a member institution of the Nebraska State College System.

D. Scope of Procurement.

The College seeks to begin working with a NRB as soon as is practical, following the timeline described in this RFP.

E. Proposal Submission.

The College will receive Proposals at the Office of the President, Room 306, Administration Building, Peru State College, Peru, NE 68421, until 2 pm CST, on **Monday, November 20, 2023**, at which time and place the proposals will be publicly

opened. Each sealed proposal shall be marked on the face of the envelope in the following manner:

Peru State College
Attention: President
Naming Rights Broker
P.O. Box 10
Peru, NE 68421

Any proposal received after 2 p.m. on **Monday, November 20, 2023**, will not be opened or considered. Please be advised no mail or package carrier guarantees overnight delivery to Peru, Nebraska. All Proposals must be sent in hard-copy format with a digital copy included; no solely electronic submissions will be accepted.

F. Terminology.

This section includes definitions of terms that may be used throughout this RFP, including appropriate abbreviations.

Bidder: any person, corporation, or partnership who chooses to submit a Proposal.

Contract: a written agreement for the procurement of items of tangible personal property, services, or professional services.

Contractor: the successful Bidder who enters into a Contract with College.

Finalist: a Bidder and /or Bidders whose score on evaluation merits further considerations by the College.

Request for Proposals or RFP: all documents, including those attached used for soliciting Proposals.

Sponsor: a company or individual donor who enters into a naming-rights agreement with the College.

II. SCHEDULE AND PROCESS

A. RFP Schedule and Deadlines

Issuance of RFP	October 16, 2023
Deadline to Submit Written Questions	2:00 p.m. CST November 3, 2023
Response to Written Questions Posted	November 13, 2023
Deadline to Submit Proposal	2:00 p.m. CST November 20, 2023
Proposal Evaluation & Finalists selected for Interview	December 4, 2023
Interviews Completed	January 5, 2024
Best and Final Offer Completed	January 12, 2024
Finalist Selection Completed	January 19, 2024

Contract(s) Completed	February 9, 2024
Contract(s) Executed	February 23, 2024

B. Explanation of Events.

The following paragraphs describe the activities listed above.

1. Issuance of RFP. This RFP is being issued on behalf of College on **October 16, 2023**.
2. Deadline to Submit Written Questions. Bidders may submit written questions by email to nrbRFP@peru.edu no later than 2:00 pm CST on **November 3, 2023**.
3. Response to Written Questions Posted. Bidders will be able to view the written responses to written questions at the College's website, www.peru.edu/rfp/ Responses will be posted on **November 13, 2023**.
4. Deadline to Submit Proposal. Proposals must be received by no later than 2:00 pm CST on **November 20, 2023**. Proposals received after the deadline will not be opened or considered. Bidders shall respond to all elements of the RFP.
Proposals must be sealed and labeled on the outside of the package to clearly indicate they are in response to the Naming Rights Broker RFP. Proposals submitted by facsimile, or other electronic means will not be opened or considered. All documents submitted in response to the RFP shall become property of College.
No public opening of Proposals will take place. A public log will be kept of all Proposals. The contents of Proposals shall not be disclosed to competing Bidders during the negotiation process. The negotiation process is deemed to be in effect until the Contract is fully executed.
Proposals will be kept confidential until negotiations are completed by the College. At that time, all Proposals will be open to the public, except for material that is clearly marked proprietary in accordance with state law. **Proprietary information must be in a sealed envelope marked "proprietary" separated from the Proposal.**
5. Proposal Evaluation and Finalists Selected for Interview. Proposals shall be accepted and evaluated without discussion with Bidders. The College reserves the right to waive minor irregularities as well as mandatory requirements, provided that the failure or omission does not otherwise materially affect the procurement. This right is at the sole discretion of the College. The College reserves the right to reject any or all proposals, to accept other than the lowest cost proposal, and to negotiate with one or more Bidders on the basis of their Proposals.
6. Interviews Completed. Finalists may be asked to interview to answer questions regarding their Proposals.
7. Best and Final Offers Completed. Finalists may be asked to submit revisions to their Proposals for the purpose of obtaining best and final offers.

8. Finalist Selection Completed. The Contract shall be awarded to the Bidder(s) whose Proposal(s) are deemed most advantageous to the College. The most advantageous proposal may or may not have received the most points."

9. Contract(s) Completed. A Contract will be finalized with the successful Bidder. In the event mutually agreeable terms cannot be reached within the time specified, College reserves the right to finalize a Contract with another Bidder without undertaking a new RFP. College reserves the right to award contracts to multiple Bidders.

10. Contract(s) Executed. Contract(s) must be signed and fully executed by both parties.

C. Other Information

1. Costs

Any cost incurred by a Bidder in preparation, transmittal, and/or presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Bidder. Any cost incurred by the Bidder for set up and/or to demonstrate proposed equipment and/or systems shall be borne solely by the Bidder.

2. Subcontractors

Use of subcontractors is not allowed. Contracts resulting from this RFP shall specify the Contractor is solely responsible for fulfillment of any subcontract or service for the College.

3. Amended Proposals

A Bidder may submit an Amended Proposal before the deadline for receipt of Proposals. Such Amended Proposals must be complete replacements for a previously submitted Proposal and must be identified clearly as such in the transmittal letter. The College will not merge, collate, or assemble Proposal materials.

4. Bidder's Rights to Withdraw Proposal

Bidders are allowed to withdraw their Proposals at any time prior to the deadline for receipt of proposals. The Bidder must submit a written withdrawal request addressed to the President and signed by the Bidder's duly authorized representative.

5. Firm Proposals

Proposals will be considered firm for ninety (90) calendar days after the due date for receipt of Proposals or for ninety (90) calendar days after the due date for the receipt of a best and final offer, if the Bidder is invited or required to submit one.

6. Cost and Payment Structure

The College will pay the Contractor only after funds have been received from Sponsors.

7. No Obligation

This RFP in no manner obligates the College to the use of Bidder(s) services until a Contract is fully executed.

8. Termination

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part if the College determines such action to be in the best interest of the College.

III. RESPONSE FORMAT

A. Number of Copies

Bidder shall submit FOUR (4) paper copies of their Proposal in a sealed envelope along with a Digital Copy of Proposal.

B. Proposal Content and Organization

Each Proposal must be printed or formatted on 8 ½" x 11" paper size. Pages must be numbered. Proposals will be evaluated on the basis of content, not length. The following organization is required:

1. Acknowledgement Form (Attachment 2)

2. Proposal Table of Contents

3. Executive Summary

4. Proposal

- 4.1 Company Profile.

- Describe the Bidder in terms of size, areas of specialization and expertise, client base.

- Describe the Bidder's experience with brokering naming rights.

- Discuss how the Bidder's approach to selling/brokering naming-rights agreements aligns with the College's mission and values.

- Identify the number of years Bidder has been in business.

- Describe specific examples of how the Bidder used a creative approach or innovation to land a naming-rights agreement.

- Identify the number of years Bidder has worked with higher education institutions

- 4.2 Bidder/Contractor Personnel. State the name, the title or position, and contact information for the individuals who would have primary responsibility for the Contract.

- 4.3 References. Provide a list of at least three (3) contracts of a size and scope similar to the work described herein that the Bidder has performed during the last five years. Include a brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e-mail address and phone. Also provide a list of at least two (2) clients Bidder has contracted with for similar scope of work during the last five years when contracts have been unsuccessful and/or terminated.

- 4.4 Address Key Requirements identified in "I. Introduction—Section B."

- 4.5 Implementation

- What sets Bidder apart from competitors?

- How will Bidder handle working with a relatively small institution like the College? Please state Bidder experience working with institutions of this size.
- The College's employees are often extremely busy. Please state how Bidder will streamline the naming-rights process to respect their time.
- How does the Bidder interact with the leadership team at client institutions?

4.6 Sample Contract. Bidders shall provide a sample contract with their Proposal, noting any changes the Bidder would require to the Contract Terms noted in Section IV. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the College and the successful Bidder selected and shall not be deemed an opportunity to amend the Bidder's Proposal.

IV. CONTRACT TERMS

The following contract provisions will be incorporated into the Contract executed pursuant to this RFP.

Drug-Free Workplace

The Contractor shall have an established drug-free workplace policy, in compliance with the provisions of the Drug-Free Work Place Act of 1988, which covers all of its employees. A copy of this policy shall be provided to the College prior to approval of the final contract.

Assignment and Subletting

The Contractor shall not at any time sell, convey, transfer, mortgage, pledge or assign the Contract, either in whole or in part, nor any of its right, title, interest or privilege hereunder, nor sublease or sublet any of the facilities or any part thereof without the prior written consent of the College.

Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Governing Law

This RFP and any Contract shall be governed by the laws of the State of Nebraska.

Independent Contractor

The Contractor shall be an independent Contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

Use of Information: Property Ownership

The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract. The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all rights, title and interest in and to any copyright in any copyrightable materials produced under this contract.

Liability Insurance Requirements.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of the Contract adequate insurance to include (i) Workers' Compensation Insurance as required by the laws of the State of Nebraska and applicable federal laws; and (ii) Liability Insurance – appropriate Combined Single Limit Liability with limits of not less than \$1,000,000.

Performance Bond.

Contractor will be required to furnish a Performance Bond in the amount of one hundred fifty thousand dollars (\$150,000) from a security company authorized to do business in the State of Nebraska.

Non-Discrimination.

The Contractor will agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity.

Term of Contract.

The Contract term will be for three (3) calendar years with the option for two (2) one-year renewals; not to exceed five (5) years.

ATTACHMENTS

- Board Policy 8020 and Board Policy 8070
- Acknowledgement Form

ATTACHMENT 1- BOARD POLICIES

Board of Trustees of the Nebraska State Colleges

Facilities

POLICY NAME: Naming of Buildings, Structures and Features

POLICY NUMBER: 8020

A. PURPOSE

To provide policy and procedures for naming or renaming of buildings, free standing structures, or other significant physical features at the Colleges.

B. DEFINITIONS

None

C. POLICY

1. Naming Opportunities

1.1 Requirements

- Building (including rooms and open areas), structures and features shall not be named for persons who are currently employed full-time by one of the Colleges or the System Office or elected public officials.
- The naming must reflect favorably on and bring honor to the System.
- The naming must honor individuals, families, businesses or corporations who have rendered outstanding academic and/or professional service as an employee of the System; who have rendered distinguished leadership; outstanding support and/or exceptional service to the System or to the State of Nebraska; or who have donated a substantial financial gift to support the cost of construction of a capital project.

1.2 Procedures

- The President shall consult with and obtain approval from the Chancellor regarding levels of contribution for naming rights prior to taking a recommendation to the Board.

- Prior to soliciting donations from businesses or corporations that may result in a request for the naming of a building or facility, the President shall consult with and obtain approval from the Chancellor. Such consultation shall include consideration regarding any potential tax implications.

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2. Proposals

2.1 President Recommendation & Review

- The naming proposal shall come to the Board as a recommendation of the President prior to any commitment to the naming. The following information shall be included in the proposal submitted to the Chancellor.
 - Location and description of the building etc.;
 - Proposed name;
 - Background of person(s) for whom the building or other facility is to be named; and
 - Rationale for proposed naming.
- The Chancellor shall review the documentation supporting the proposal and, if in concurrence, will forward their recommendation to the Board of Trustees Fiscal, Facilities & Audit Committee at a subsequent meeting of the Board.
- If the College wishes to keep the recommendation confidential until a future event as which time it will be disclosed, the institution should so note that on the recommendation provided to the Chancellor.

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3. Due Diligence Review

A due diligence review of each naming proposal shall be conducted which will include the following:

- Review of any potential conflict of interest issues;
- Review of potential impact upon the academic autonomy of the College or System;
- Evaluation of the impact on future giving;
- Consultation with General Counsel to ensure compliance with applicable policies, laws and regulations; and
- Consultation, as necessary, with bond counsel to determine if a proposed naming would adversely affect existing or future tax-exempt bonds.

FORMS/ APPENDICES:

Recommendation and Approval Form

SOURCE:

Policy Adopted: March 1994

Policy Revised: February 1996, December 1998, September 2006, November 2007,
September 2012, September 2014, November 2014, January 2023

FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 8070 Capital Construction; Gifts and Bequests for Facilities
Page 1 of 1

BOARD POLICY

Grants, gifts and/or bequests of private funds offered to any of the State Colleges for use in constructing, renovating or equipping facilities or for the purpose of acquiring real estate shall be submitted to the Board of Trustees for acceptance prior to any commitment by the College. This shall include funds from private corporations, college foundations and other non-state sources.

Such gifts and/or bequests cannot require the commitment of State College capital funds but may be sought and accepted for the purpose of providing funds for projects not adequately funded by state appropriations, bond proceeds/ surplus funds, or other revenue resources.

PROCEDURE

When the College receives notification of a grant, gift or bequest, the Board of Trustees shall be asked to take action to accept the funds and to authorize the project. Authorization for the project and the understanding of the project scope shall be

incorporated into an agreement form developed by the System Office and signed by a representative of the donor and the Chancellor or Vice Chancellor for Finance and Administration or General Counsel.

The process for advertising the project and selecting the contractor must follow Board policies for capital construction projects.

The contract for the project shall be between the Board of Trustees/State College and the contractor. The College shall be in control of the funds and is authorized to approve all payments upon proper billing by the contractor.

If the project involves major renovation of a facility or construction of a new facility, the procedures adopted by the Board of Trustees for review of design documents, oversight during construction, capital construction reports, and final acceptance of the project, shall be followed.

While state law does not require the approval of projects by various state agencies when private funds are used for capital construction projects in the State College system, information will be provided to the Budget Office, Building Division, Legislative Fiscal Office and Coordinating Commission for Postsecondary Education after such projects have been approved by the Board of Trustees.

Legal Reference: RRS 85-317.01 State colleges; endowments and gifts; acceptance

Policy Adopted: 3/11/94
Policy Revised: 9/15/06
Policy Revised: 3/15/13
Policy Revised: 6/10/14

ATTACHMENT 2- ACKNOWLEDGEMENT FORM

**REQUEST FOR PROPOSAL
NAMING RIGHTS BROKER**

ACKNOWLEDGEMENT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with three attachments.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE: _____

E-MAIL: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.