City of Auburn, Maine

"Maine's City of Opportunity"

Auburn Ice Arena

August, 8, 2013

Dear Interested Party,

The City of Auburn is hereby issuing a Request for Expression of Interest (RFEI) by those organizations and individuals who wish to pursue securing **Title Sponsor Naming Rights** for the Auburn Ice Arena on Turner Street in Auburn, Maine.

The City of Auburn is accepting letters of interest from qualified businesses or Interested Party for the service of **"Auburn Ice Arena-Title Sponsor Naming Rights #2014-005".** The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City will also continue to accept letters of interest until a contract is approved for Naming Rights. The City will also require an in-person meeting to discuss potential naming options after the receipt of a letter of intent. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Interested Party qualifications, value, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Interested Party. Interested Parties shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

Letters of Interest should be submitted in accordance with the following instructions: Please mark sealed envelopes plainly: **"Auburn Ice Arena-Title Sponsor Naming Rights #2014-005".** Documents can be obtained on the first floor of Auburn Hall at 60 Court Street.

Questions regarding this process should be directed to Josh MacDonald, General Manager, Auburn Ice Arena, at (207) 333-6600 EXT. 1137.

Initial letters of intent are requested to be submitted by 2:00 p.m. **Thursday, August, 29th, 2013; however, the process shall remain open on rolling submission format until a contract is awarded.**

Letters must be delivered to **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210** Letters of intent will be opened and recorded as received. The City will then contact to schedule the mandatory meeting.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

I. Letter of Interest

Definitions: "City" – is The City of Auburn.

"Interested Party" – an individual or business submitting a letter to The City of Auburn.

"Premises/Arena" – Auburn Ice Arena.

Purpose of Letters of Interest:

The City of Auburn is seeking a Naming Rights Partner to be associated with the construction/opening of the new Auburn Ice Arena on Turner Street in Auburn.

The purpose of this Request for Expression of Interest is to associate a corporate/individual name with this new public facility. This opportunity will forge a partnership between the private and public sectors.

This process provides instructions for submitting letters of interest, protocols and procedures by which the City of Auburn intends to govern the relationship between it and the selected Interested Party

This proposal does not include naming rights opportunities for any other city facilities.

Facility Information:

The long standing tradition of youth hockey in the Androscoggin Valley is building a new home on Turner Street in Auburn. The City of Auburn and the surrounding area will benefit from the vision of innovative people who have recognized the areas unique needs and opportunities. Their efforts have made our community an outstanding place to live and visit. A multi-purpose double surface ice arena, with its associated ice sports programs and dry floor uses is another in a long, successful line of innovative projects that will enhance the quality of life in Auburn and the surrounding communities.

While we naturally aspire to build outstanding opportunities for hockey and ice sports programming, we also desire to have a broader positive impact on the community. This project encompasses the physical fitness, recreational and economic benefits that the Auburn community will enjoy by adding a double surface ice arena to the area the first of its kind in the State of Maine. Located in the center of the regional retail and hospitality district, the arena is in position to offer its partners a unique and valuable opportunity at a facility.

The tourism industry is becoming a major source of our community's economic vitality. The facility being constructed will help to enliven the local economy throughout the year. This facility will host hockey tournaments for all levels of play, (youth, junior, and adult hockey), figure skating competitions, clinics, camps and league play. Additionally, the facility has also been designed to accommodate non-ice related events, such as trade shows, expos, graduation ceremonies, and other sporting events. Because of the geographic location of the facility, and the fact that Auburn will have a double surface ice arena, a significant advantage will be gained over other regional ice facilities in attracting tournaments. Events such as these can draw people to our community for anywhere from 1 to 3 days. With ample resources, our community is in an exceptional position to host these activities and the addition of such events will only add to the positive economic impact of the facility.

The facility (approximately 72,000 sq ft) will provide two regulation size hockey rinks (200x85), viewing for approximately 1400 people in the Main arena, and 700 in the secondary arena, and providing additional viewing space from an elevated mezzanine for an additional 400 people. 10 locker rooms, 6 coaches rooms, 2 officials rooms shall provide adequate space for running at full capacity. A full kitchen space shall be utilized for concessions and catering. A large conference area/meeting space for up to 70 people will also provide additional options for meetings, conferences and smaller events, such as training sessions, and educational meetings and activities. A tradeshow, graduation or special event in the main arena, expands capacity to as much as 4300 people. A full service pro shop will provide equipment repairs and service the needs of skaters, both hockey and figure. A full line of rental skates will be available to accommodate over 300 persons for a public recreational skating event as well as private rentals for birthday parties and family events. Attendance figures for the year are preliminary as the facility is the first of its kind in this area, but similar facilities with programming and ice rentals comparable to that of this arena, project annual visits of over 250,000.

II. Benefits of the Naming Rights Package

The primary goal of this process is for the development of a strong partnership between the City and a National/Regional Corporation/Brand in efforts to control operational costs, provide exceptional service to the users, and visitors of the Arena. The city desires to develop a model relationship that substantially advances recreational/community related opportunities at the Arena, which capitalizes the immediate and long term priorities of the Arena and its partner. The name of new Arena which is proposed by the successful Respondent and approved by the City will be the exclusive name of the facility in all official facility references during the term of the agreement. The successful Respondent will have the right to create and develop a proposed logo for the facility to be owned jointly with the City and which design which is subject to approval by the City.

Name and logo identification in all official facility references made by the City including, but not limited to, the following:

Naming Identification:

Media Correspondence
Media Placement (television, radio, digital/social media, and print ads)
Website links
Facility marketing collateral relating to the facility
Facility related publications
Promotional Merchandise/uniform apparel
Advertising/Promotional literature

Exterior Facility name and Signage Opportunities

Large Illuminated Sign on the Front, above the Main Entrance
Large Illuminated Sign on the Side of the facility, visible from Turner Street
Signage on All entry doors

Interior Facility name and signage opportunities

Main Lobby and function areas
Center Ice (in-Ice) logos
Interior Directional signage

The City also requests that in the Letter of Interest any unique concerns or needs of the requesting party be summarized in advance of the mandatory meeting.

II. CONDITIONS AND INSTRUCTIONS FOR INTERESTED PARTY

II.A The City reserves the right to accept or reject any or all letters in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest.

II.B In awarding the Title Sponsor Naming Rights, the City may consider, but not be limited to, any of the following factors: Interested Party Qualifications, value, experience, financial standing with the City, warranties, references, bonding, delivery date, and services provided of the Interested Party.

II.C Letters must include firm name, filled out in ink, and signed by firm official. All letters must state the nature of the entity that is submitting the proposal (i.e. partnership, corporation, sole proprietorship), and include the names of all interested parties. Letters of Interest do note obligate the business to the City of Auburn until a mutually agreed and executed contract is finalized.

III.J Please state "**Auburn Ice Arena-Title Sponsor Naming Rights #2014-005"** On the outside of the submitted, sealed envelope.

III.K Interested Party Letters will clearly outline any options or specific terms beyond those mentioned in these instructions.

III.M The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.

III.N No contract may be assigned without the written consent of the City Manager or his designate. The contract shall not be considered valid until a notice of award has been issued to the successful Interested Party.

IV. GENERAL CONDITIONS

IV.A Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

IV.B Save Harmless

The Interested Party agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

IV.C Subcontracting

The Interested Party shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

IV.D Warranty

The Interested Party warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Interested Party agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Interested Party. The equipment installed, including hardware and software components must be free from all defects, damage, and function as warranted. Warranties to cover all components with 1 yr labor warranty on installation.

IV.E Cost of RFP

The City will not be responsible for any costs associated with the preparation, transmittal or presentation of any materials submitted in response to this RFP.

V. LETTER EVALUATION CRITERIA

The City of Auburn will evaluate all negotiations with Interested Party based upon the best interest of the City in the operation of Ice Arena, including the overall package of service, level of financial support, term and conditions.

V.B Term: Respondent shall outline the proposed term of the agreement. The City of Auburn is suggesting a minimum term of ten (10) years. Renewal options and proposed extensions may be included in the proposal.

V.C. Exclusivity: Respondent shall define the entities that are within the Respondent's principle area of business which it desires to preclude from having naming rights for selected areas within the facility. The City intends to avoid the granting of naming rights for meeting rooms, conference space, locker rooms and other areas within the facility to entities which are in the same principle area of business of the successful Respondent, but there will be no restriction for the sponsoring of events or any other sponsorship or promotional use of the facility or in the facility.

V.D Proposed Name of Arena: Respondent shall propose alternative names for the facility. These options will be discussed more fully during the negotiation process, with the City having final approval authority of the name of the facility. The City desires to have part of any proposed name to have a sense of place associated with Auburn, the Androscoggin River, Great Falls or some community based name, however, all options will be considered. The successful Respondent will be required to grant the rights to include any trademarks which are included in the facility name and facility logo.

V.E Marketing Initiatives: Respondent shall outline the manner in which it will enhance the Arena profile with marketing support in the form of media, promotions and community based projects.

V.F Financial Stability: Respondent shall submit with its proposal sufficient evidence of its financial stability.

Communication with the City:

It is the responsibility of the Interested Party to inquire about any requirement of this process that is not understood. :

Questions should be directed to:

Mr. Josh MacDonald
General Manager, Auburn Ice Arena
60 Court Street, Auburn, ME 04210
Email: jmacdonald@auburnmaine.gov

VII. CONTRACT PROVISIONS

If a contract is awarded, the selected Interested Party will be required to adhere to a set of general contract provisions, which will become part of any formal agreement as outlined below:

VII.A Term

This contract shall be for a term of no less than ten (10) years commencing on November 1, 2013 and ends on June 30th, 2023, unless otherwise negotiated.

VII.B Personnel

1. The contractor will provide the required services and will not subcontract or assign the services without the City's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

VII.C Indemnification/Release

1. Except for claims arising out of the wrongful acts or negligence of the City, Contractors shall protect, indemnify, save and keep harmless the City, its agents, employees, and invitees against and from all claims, losses, costs, damages or expenses, including reasonable attorneys fees, arising out of or from any accident or other occurrence in, on or at the Premises described herein, the occupancy of use of the Premises, or any act or omission of Contractor, its employees, agents, invitees, subtenants, licensees, assignees or contractors. The Contractor shall protect and save and keep the City harmless and indemnify it against and from any penalty or damage or expense, including reasonable attorneys fees, or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of the Contractor or those holding under the Contractor, and also will protect, indemnify, save and keep harmless the City or the City's employees, tenants, or invitees against and from any and all claims and against and from any and all loss, cause, damage, liens or expense, including reasonable attorneys fees, arising out of any failure of the Contractor in any respect to comply with and perform all the requirements and provisions of this agreement;

2. The Contractor shall also indemnify and hold the City harmless against all claims, demands, liabilities, lawsuits, damages, costs and expenses, including legal fees, incurred by the City as a result of any mechanics liens, or security agreement filed against the Contractor, or any equipment therein, or any materials used in construction, alteration or improvement of the Premises;

3. The Contractor agrees to make no claim against the City and to assume responsibility of defending, at Contractor's own expense, including reasonable attorney's fees, any claim which will be made against the City by any agent, employee, licensee or invitee of the Contractor or by others claiming the right to be on or about the Premises through or under the Contractor for any injury, loss or damage to person or property occurring upon the Premises, from any cause other then the negligence of the City.

VII.D Insurance Requirements

The Contractor covenants and agrees, at its sole cost and expense, to obtain, keep and maintain in full force and effect for the mutual benefit of the City and the Contractor the following policies of insurance:

1. Statutory Workers Compensation;

2. A commercial general liability policy including a combined single limit of not less than $500,000 per occurrence, with respect to bodily injury, death or property damage, and an aggregate limit of not less than $1,000,000. Provided, however, that the City shall have the right during the contract term to require Contractor to obtain increased liability coverage to reflect the cost of living increases during the term of this agreement, or to comport with generally accepted industry standards in the trade at such time;

3. During any construction or alterations performed by the Contractor or by the City, the City or Contractor, as the case may be, shall keep in force for the protection of the City and the Lessee, workers compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering-all persons employed by Contractor or by the City, or its contractors, in connection with the construction or alterations, and satisfying the requirements of the statutes of the State of Maine;

4. The Contractor shall insure his personal property on the Premises against physical loss or damage by at least the perils of fire and lightning, extended coverage, vandalism, malicious mischief and where pertinent, sprinkler leakage. The City shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made on the Premises by the Contractor;

5. All insurance required under this paragraph shall be effected under valid enforceable policies issued by insurers as recognized responsible and authorized to do business in the State and otherwise reasonably acceptable to the City. All property (i.e. casualty) insurance policies shall name the City as additional insured. All liability insurance policies shall list the City as a certificate holder and additional insured. Upon the execution of this agreement, the original policies procured by Contractor pursuant to this paragraph, or conforming copies thereof, shall be delivered to the City at least thirty (30) days prior to the expiration date of any policy of insurance required to be procured by Contractor under this paragraph, the original renewal policy (or conforming copies thereof) for such insurance shall be delivered by the Contractor to the City and any additional insured, loss payee, or mortgagee, as the case may be, and certificates thereof shall be delivered as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in this paragraph shall, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss shall be payable to the City, notwithstanding any act or negligence of the City which might otherwise result in forfeiture of said insurance, (b) such policies shall not be canceled except upon ninety (90) days prior written notice to each name insured, additional insured mortgagee and loss payee, as the case may be, and (c) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises;

6. If the Contractor fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such original policies or conforming copies thereof to the City within the time provided for in this lease, the City shall nevertheless have the right, without being obligated to do so, to procure such insurance and pay the premiums therefore, and all such premiums paid by the City shall be paid to the City on demand as additional revenue. Contractor's failure to repay the same as aforesaid shall constitute a default under this agreement;

VII.E Waiver of Subrogation

The City and Contractor agree that all fire and extended coverage insurance policies and comprehensive general liability policies carried by them, respectively, covering the Premises or any property located thereon, shall contain a clause permitting the insured to waive the insurance carrier's right of subrogation against any third person arising out of the occurrence of any casualty insured against. The City and Contractor agree that each of them waives to the other such right of subrogation. Provided, however, this waiver of subrogation provision shall become inoperative and null and void if the insured party contracts for insurance required to be carried under the terms of this agreement with an insurance company which (i) takes the position that the existence of this waiver of subrogation provision vitiates or would adversely affect any policy insuring the insured party in a substantial manner or (ii) requires the payment of a higher premium by reason of the existence of this waiver of subrogation provision, unless in the latter case, the other party within ten (10) days notice thereof from the insured party pays such increase in premium.

VII.F Taxes

The Contractor hereby certifies that he is in good standing with respect to, or in full compliance with, plan to pay any and all taxes due any local, state and federal agencies as of the date of the execution of this agreement.

VII.H Default

The City may cancel and terminate this agreement, upon giving five (5) days written notice to the Contractor, if the Contractor shall violate any terms or conditions of this agreement or at anytime fails, neglects, or refuses to fulfill or to perform any of the stipulations of this agreement. In such case it shall be lawful for the City, its agents or assigns, to commence forcible entry and detainer action against the Contractor pursuant to state law. The Contractor shall pay and indemnify the City against all costs, charges and expenses, including reasonable attorneys fees, incurred by the City in connection with the enforcement of its rights under this agreement, including the collection of commissions or other amounts due under this agreement, or in obtaining possession of the Premises after the default of the Contractor or after the Contractor's default in surrendering possession upon the expiration or earlier termination of the term of this agreement or extended term, or enforcing any covenants of the Contractor herein contained.

VII.I Waiver of Jury Right

Contractor shall, and does hereby, waive trial by jury in any action, proceeding or claim brought by the City against Contractor or by Contractor against the City on any matters arising out of or in any way connected with this agreement, the relationship of the City and Contractor, the Contractor's use or occupancy of the Premises or the Contractor's rights thereto.

VII.J Waiver

No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenants, conditions or agreement itself or of any subsequent breach thereof.

VII.K Entire Agreement

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VII.L Governing Law

This agreement shall be construed and governed by the laws of the State of Maine

VII.M Severability

If any of the terms, provisions or conditions of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement and the application of such terms, provisions, or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each of the other terms, provisions and conditions of this agreement shall be valid and enforceable to the fullest extent permitted by law.

VII.N Termination

Either party has the right to terminate said agreement by placing a written Ninety (90) days notice of such termination in the United States Mail, postage prepaid and addressed to, in the case of the City of Auburn, **Clint Deschene, City Manager, 60 Court St Auburn, ME 04210.**

VIII. Schedule

The following outlines the proposed timing of responses; however the City reserves the right to modify the timelines as necessary in efforts to secure the best partnership for the City/Arena. Any changes will be issued in addendums to this RFEI.

August 10th, 2013:	Release of Notice:
August 29th, 2013:	End of First round of Letters of Interest
September 2013:	Interviews with the first round of respondents.
October 2013:	Finalize contract terms, presentations and approval of selected naming partner.