



REQUEST FOR PROPOSALS

NAMING RIGHTS

#2016-05-P447

ISSUE DATE: May 24, 2016

Proposals may be submitted to City of West Kelowna, Reception, 2760 Cameron Road, West Kelowna BC V1Z 2T6 up to 2:00pm local time on the following closing date.

CLOSING DATE: June 17, 2016 @ 2:00PM Local Time

Note: Questions will not be accepted or answered 48 hours prior to the closing date and time.

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

In order to submit a response to this RFP, the sponsor **MUST** be registered as a Plan taker on the City of West Kelowna's bid opportunities website bids.westkelownacity.ca. Only by being registered, can a sponsor be certain to receive addenda notifications. It is the contractors (Plan taker's) responsibility to acknowledge all Addenda.

1.0 SCOPE OF RFP

1.1 Introduction

This RFP document describes the services sought by the City of West Kelowna (the “City”) and sets out the City’s RFP process, basic proposal requirements and the evaluation criteria the City intends to use to select a preferred proposal.

1.2 Scope of Services

The City of West Kelowna (the ‘City’) requests proposals from interested parties for the naming rights to the Skate park and/or Amphitheatre in Memorial Park which are currently under construction. Construction of these facilities is to be completed by July 1, 2016. The specifications of each facility are listed later in this document. The proposal may include the naming rights to one or both of the facilities; however, should the proposal be for both, the monetary value of the submission should take this into account.

The naming rights package will provide the sponsor the opportunity to create a valuable, positive association with the City of West Kelowna through marketing, advertising, website and promotional opportunities. The sponsor will have the opportunity to gain local and, in some cases, Provincial exposure. The successful sponsor will have the right to create and develop signage for the facility subject to City approval.

Submission Requirements

The sponsor must be an organization that will put forth a positive community image. Organizations involved with the sale and or promotion of products such as alcohol and tobacco may not be considered suitable for the naming rights to these facilities.

The sponsor will be required to submit a full company profile including references to demonstrate the positive image of the sponsor.

Monetary:

The proposal shall contain a financial cash sponsorship value at a per year rate for a term of ten years.

Value in Kind:

The proposal may contain additional in-kind services that the entity can provide to the City of West Kelowna, but, the submission cannot be in-kind services only. There must be some cash value paid to the City for the naming rights.

Signage:

The sponsor will commit to provide signage for the facility at their expense. The size and design of any such signage shall be determined only with the approval of the City. Ongoing maintenance of the signage shall be shared equally by the sponsor and the City.

The City will assist in any way possible to obtain permission from the Ministry of Transportation for directional signage (which will name the contractor) on Highway 97. Other off site signage requested by the sponsor will also be considered by the City, but the City cannot guarantee that such signage will be approved.

This RFP document describes the services sought by the City and sets out the City’s RFP process, basic proposal requirements and the evaluation criteria the City intends to use to select a preferred proposal.

Details and specifications regarding these services are set out in **Schedule A** of this RFP.

1.3 Form of Services Contract

The basic form of contract the City proposes to enter for the services is attached as **Schedule B** of this RFP (Sponsorship Agreement). The City may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

1.4 No Contractual Obligations As a Result of RFP or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the City and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

2.0 PROPOSAL CONTENT

Proposals (one original and two copies) must be submitted in printed form. The following should be included in a proposal, in the following order.

2.1 Covering Letter

A covering letter signed by an authorized representative of the contractor, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

2.2 Sponsor Profile and References

A description of the sponsor's organization, size, services provided, areas of expertise and length of time in operation must be included and a list of references. If there are special concerns or restrictions on the City's use of a reference, these concerns must be stated in the proposal.

2.3 Contractor Team

A list of the individuals forming part of the sponsor's team that is to provide the requested contractor services, including a description of each individual's role and a copy of each individual's resume.

2.4 Services

Please describe the delivery model your company intends to use to provide the services and how your company will meet the required CWK schedule. (Outline proposed method of service delivery and confirmation that sponsor is able to meet requirements of proposed form of contract, **Schedule B** of this RFP, including with respect to insurance, workers compensation and governmental approvals including by requiring a City Business License or Inter-Municipal Business License).

2.5 Scheduling

The proposal will include a schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans etc., as applicable).

Timeline:

- | | |
|---|----------------------|
| • Proposal Review Complete | June 30, 2016 |
| • Sponsor Chosen and Agreement Completed | July 15, 2016 |

2.6 Fees & Disbursements

The proposal will set out all sponsorship details such as monetary and in kind services. All monetary amounts shall be in Canadian dollars.

3.0 RFP PROCESS

3.1 Final Date and Time for Receipt of Proposals

Proposals (one original and two copies) must be received in a closed envelope by 2:00 pm (local time) on **June 17, 2016** at:

CITY OF WEST KELOWNA
PURCHASING MANAGER
2760 CAMERON ROAD
WEST KELOWNA, BC V1Z 2T6

****Contractors should clearly mark their proposals and proposal envelope with the name and address of the sponsor and the RFP title.****

3.2 Late Proposals

Proposals received after the deadline will be not be considered and will be returned unopened to the sender.

3.3 No Faxed or Electronic Proposals

Proposals received by fax or email will not be considered.

3.4 Cost of Proposal Preparation

Contractors shall be solely responsible for the costs of preparing and submitting a proposal and all costs incurred in any subsequent negotiations with the City.

3.5 Evaluation and Criteria

The evaluation process shall include, but not be limited to the criteria, outlined in the Evaluation Score Sheet, Table 1.

The City intends to select the proposal that it considers most favourable to the City's interests. To that end, the City considers "Best Value" as the essential part of engaging a Contractor and therefore the City may prefer a proposal with a lower sponsorship value, if the City considers that it offers greater value and better serves the City's interests.

3.6 Evaluation Committee

The City may establish an evaluation committee, which may include a representative of its Purchasing Department, in order to evaluate proposals and make recommendations in relation to this RFP.

3.7 Clarification

The City may seek clarification from a sponsor respecting its proposal to assist in making evaluations.

3.8 Negotiation

The City may choose to negotiate with a preferred contractor, or any contractor, on any aspect of their proposal, including changes to the service to be provided and to price.

3.9 Confidentiality

Contractors should be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). A Sponsor may stipulate in their

proposal that portions of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA the City may nevertheless be obligated to disclose all or part of a proposal pursuant to a request made under that Act, even if the sponsor has stipulated that part of the proposal is supplied in confidence. The sponsor should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under that Act.

3.10 Proposal Documents

All documents submitted to the City in response to this RFP, or as part of any subsequent negotiation, will become the property of the City and will not be returned.

3.11 Gifts and Donations

Contractors will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the City or elected City official. The successful sponsor shall report to the Purchasing Manager of the City any attempt by a City employee or elected official to obtain such favours.

3.12 Acknowledgement

By submitting a response to this proposal, the sponsor acknowledges that they have carefully reviewed the documents, and understands the scope of this assignment; further, they confirm that their proposal (including all applicable costs) is developed in accordance with same.

The sponsor shall make no claim for reimbursement of any portion of any costs incurred in developing a response to this proposal.

3.13 Documentation Requirements

Contractors may require and provide to the City of West Kelowna a copy of a valid West Kelowna Business License and/or Inter-Municipal Business License (formerly the Mobile Business License), a copy of their WCB Clearance Letter and a copy of their Liability Insurance (with the City named additional insured) upon award of contract.

3.14 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the following person(s). Information obtained from any other source should not be relied upon. Enquiries and responses will be recorded and the City may choose to distribute same to all contractors. Questions will be answered if time permits.

For General Enquiries Contact: Mike Ummenhofer

Tel: (778) 797-8805 Email: mike.ummenhofer@westkelownacity.ca

For Technical Enquiries Contact: Bob Kusch, Manager of Recreation & Culture

Tel: (778) 797-8899 Email: bob.kusch@westkelownacity.ca

SPECIFICATIONS

SCHEDULE A

Memorial Park Skatepark Details

- FLOW BOWL WITH WATERFALL AND HIP
- SEATING/VIEWING LEDGES
- POOL STYLE BOWL WITH POOL COPING
- SMALL STAIR SET WITH LEDGE/MANUAL OPTIONS

- MEDIUM STAIR SET WITH RAIL AND LEDGE OPTIONS
- WEDGE -TO-WEDGE FEATURE
- FLATBAR
- LEDGE/MANUAL PAD COMPLEX
- QUATERPIPE TURNAROUND
- BARRIER TURNAROUND FEATURE
- 13,500 sq. ft.

Memorial Park Amphitheater Details

- Eight (8) concrete seat walls, 0.45m high
- A central concrete staircase with lit handrails
- Sound booth/audio control centre located in the centre of the amphitheater, that minimizes visual impacts on visitors
- Electrical improvements for stage performers
- Landscaping, including turf grass, shade trees with uplights, and associated irrigation
- Seating for approximately 1,050+ people.

SEE APPENDIX “A”

SPONSOR INFORMATION

REQUEST FOR PROPOSAL: _____

CLOSING DATE: _____

The undersigned Sponsor has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the work requested and will construct or provide the services required.

This proposal is valid for 60 days.

FIRM NAME: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____ DATE: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SIGNATURE OF SPONSOR: _____

PRINT NAME: _____

EVALUATION SCORE SHEET – TABLE 1

PROJECT:		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
SPONSOR:							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Sponsorship Value (Mandatory and in kind service)	60						
Organization	10						
References of Sponsor	10						
Positive Community Image	20						
EVALUATION TOTAL:							

SCHEDULE B

SPONSORSHIP AGREEMENT (EXAMPLE)

THIS AGREEMENT made the _____ day of _____ 2016
BETWEEN:

CITY OF WEST KELOWNA
2760 Cameron Road
West Kelowna, British Columbia, V1Z 2T6

(hereinafter called the “City”)

OF THE FIRST PART

AND:

Name of Sponsor
Address
City, Postal Code

A Society duly incorporated pursuant to the laws of the Province of British
Columbia

(hereinafter called the “Sponsor”)

OF THE SECOND PART

WHEREAS:

- A. The Sponsor has held the naming rights to the (Name of Facility) at the (address of facility) since (insert start date) and such rights expire on July 31, 2016.
- B. The Sponsor wishes to retain the naming rights to the (Insert Name of Facility) for a further term.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT IN CONSIDERATION of the mutual warranties, representations and covenants contained in the Agreement, the parties agree as follows:

1. The Sponsor agrees to pay the City the sum of (enter amount) (\$XXX,000) in lawful money of Canada (the “Sponsorship Commitment”) for the purpose of being the named sponsor of the (Name of facility) and obtaining the benefits set out in this Agreement.
2. The term of the sponsorship hereunder shall commence on (insert date) and run for a term of XX(XX) years expiring on Month, Day Year the “Term”).
3. The City agrees that the Sponsor may pay the Sponsorship Commitment to the City over a portion of the Term in equal installments of (insert amount) (\$XX,000) each, payable in advance, with the first such installment being due and payable on Month Day Year, and with the subsequent installments commencing on the first day of (Insert Month) of each year of this Agreement and continuing due on the first day of (Month) up to and including the first day of Month, Year. Notwithstanding the foregoing, prior to the end of the fifth year of the

Term, the Sponsor may provide notice that the Term shall end as of (Month, Day Year) (the “Termination Option”). To exercise the Termination Option, the Sponsor shall provide the City with written notice of such termination, no sooner than (Month, Day Year) and no later than Month, Day Year and such notice shall be accompanied by an early termination fee of (Amount) Dollars (\$XX,000) payable by the Sponsor to the City. If the Sponsor provides the City with the notice it is exercising the Termination Option, any monies paid by the Sponsor to the City up to the earlier termination of the Term shall not be refunded to the Sponsor

4. All of the Sponsor’s signage, name, logo, design or any related material whatsoever (collectively known as the “Recognition”) will be at the cost of the Sponsor and must be approved by the City prior to completion and installation.
5. The City agrees to provide the following sponsorship rights to the Sponsor:
 - 5.1. Sponsorship and advertising exclusivity within the (name of facility) for the (Sponsor’s) industry, without the prior written consent of the Sponsor. In addition the City agrees that the placement of further Recognition shall include on advertising print materials referring to the (name of facility) including marketing of the (name of facility) by the operator of the (name of facility).
 - 5.2. If the Sponsor has a mascot associated with its business, then the Sponsor shall be entitled to have the mascot appear at appropriate public events occurring in the (name of facility).
6. The Sponsor acknowledges and agrees that:
 - 6.1 If and when the City renews the directional signage to the (Name of Facility) the City agrees to add direction to (name of facility) to that signage.
 - 6.2 The Sponsor’s use of a mascot shall require the prior approval of the City as part of the City’s approval of the Recognition.
7. The rights hereunder are personal to the Sponsor, which will have no rights to assign or sublet any such rights created by this agreement.
8. The Sponsor acknowledges and agrees that any tangible assets resulting from this or the prior Agreements will become the sole property of the City.
9. The Sponsor acknowledges and agrees that the City is not liable for any damage to signage, save and except for damage caused by the negligence of the City, its officers, officials or employees. Annual maintenance of the signage shall be split evenly between the Sponsor and the City.
10. The Sponsor acknowledges and agrees that the following shall constitute default under this Agreement:
 - (a) Failure to make payments as they become due; or

- (b) If the Sponsor becomes insolvent or bankrupt; or
- (c) The breach by the Sponsor of any other obligations it has hereunder;

And, in the event that the Sponsor commits such a default, the City shall have the right to terminate this Agreement upon seven (7) days notice in writing to the Sponsor.

11. Subject to the Sponsor having performed its obligations hereunder, the Sponsor shall have the first right to reacquire the sponsorship opportunity described herein, upon the expiration of the Term (the “Right of First Refusal”). To exercise the Right of First Refusal, the Sponsor must provide the City with written notice of its interest in reacquiring the sponsorship opportunity, no later than Month Day Year and no sooner than September 1, 2025. If the Sponsor has provided such notice of its interest, then the City and the Sponsor shall enter into negotiations, in good faith, for the terms and conditions of a new sponsorship opportunity between them, on commercially reasonable terms and conditions. If the City and the Sponsor are unable to reach a formal agreement on such new sponsorship opportunity by (Month Day Year), then the City shall be entitled to enter into an agreement with another sponsor for the same sponsorship opportunity, commencing after the end of the Term.
12. The terms of this Agreement constitute the entire agreement between the parties and supersede all previous representations and agreements between the parties with respect to the subject matter of this Agreement.
13. Any notice, consent or other writing required or permitted to be given to any party for the purposes of this Agreement (a “Notice”) shall be sufficiently given if the Notice is delivered; by personal delivery to such party; or mailed, by prepaid registered mail, addressed to such party, at the addresses set out at the start of this Agreement, or at such other address as one party shall have otherwise notified in writing to the other party for the purposes of this Article. Any Notice personally delivered to the party to whom the Notice is to be given shall be deemed to have been given and received by the party to which it is addressed on the third business day following the date of its mailing. In the event of a postal disruption, notices given under this Agreement must be personal delivered.
14. Time shall be the essence of this Agreement.
15. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.
16. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.
17. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Sponsorship Agreement as of the date first above written.

CITY OF WEST KELOWNA
by its authorized signatories

(NAME. Dba “(name of facility”
by its authorized signatories

Mayor

Authorized Signatory

General Manager of Administration
Corporate Services

Authorized Signatory