



REQUEST FOR PROPOSAL

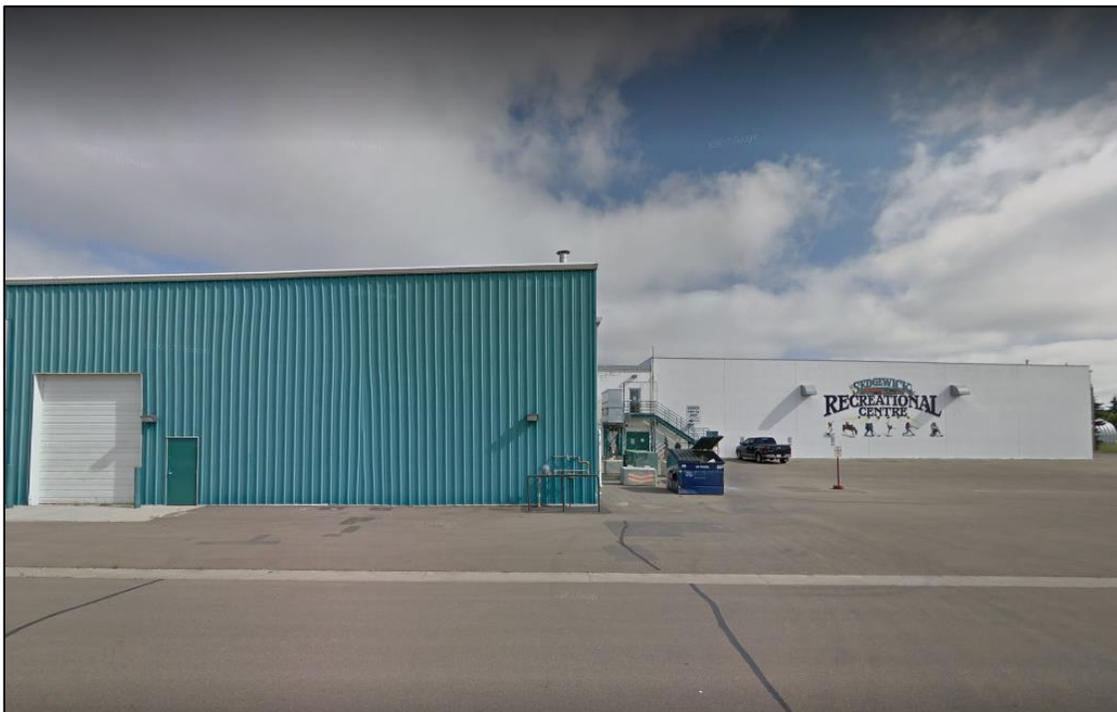
Town of Sedgewick

Box 129
4818 – 47th Street
Sedgewick, AB
T0B 4C0

sedgewick.ca

RFP #18-R01

Naming Rights for the Sedgewick Recreation Centre



Issue Date:

January 29th, 2018

Closing Date:

No later than 2:00 p.m. on Friday, March 9th, 2018

Closing Location:

4818 – 47th Street, Sedgewick, Alberta

Contact Person:

Jim Fedyk, CAO
(780) 384-3504
cao@sedgewick.ca

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1. PROPONENT INFORMATION, SPECIFIC TERMS AND CONDITIONS

1.1. SUMMARY OF REQUIREMENTS

The Town of Sedgewick requests Proposals from interested parties for the naming rights of their Recreation Centre which houses a 600+ spectator Arena, 4 sheet curling rink with lounge, 4 lane bowling alley, library, playschool, concession and concourse. The facility is located at 5301 51st Avenue, Sedgewick, Alberta.

1.2. TERMINOLOGY

The following terms and conditions will apply to this Request for Proposal (RFP). A submission of a Proposal will indicate acceptance of the terms that follow:

- a) "CAO" means the Chief Administrative Officer of the Town of Sedgewick;
- b) "Contract" means the written Agreement resulting from the RFP executed by the Town and the successful Proponent;
- c) "Contractor" means the successful Proponent selected from this RFP;
- d) "must", "mandatory", or "required" means a requirement that must be met in order for a Proposal to receive considerations;
- e) "Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this RFP;
- f) "Town" means Town of Sedgewick; and
- g) "Town Council" means the Mayor and four Councillors of the Town of Sedgewick.

1.3. SUBMISSION OF PROPOSAL

The Proposal must be received in a sealed envelope by the Contact Person by registered mail, courier or hand delivery no later than 2:00 p.m. on Friday, March 9th, 2018.

Mailing Address:

PO Box 129
Sedgewick, AB
T0B 4C0

- Electronic submissions will not be accepted.
- Proposals received after the Closing Date will not be accepted.
- There will be no public opening for this RFP.

1.4. NUMBER OF PROPOSALS

Proposals must include two (2) hard copies of submission. Each copy shall be complete and shall not refer to any of the other copies for additional information, clarification or details.

1.5. INQUIRIES

All technical questions regarding this Proposal (including submission requirements, timing or similar contractual matters) should be directed to:

Jim Fedyk, CAO
Phone: (780) 384-3504
Email: cao@sedgewick.ca

1.6. PROPOSAL SUBMISSION FORMAT AND CHECKLIST

All proposal packages must be submitted with completed Proponent Acceptance Form (item 8), Schedule of Addenda, and Appendices A through D as contained with the RFP in order to be eligible for consideration.

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each Proposal receives full and fair consideration. All pages should be consecutively numbered.

- a) Title Page, should reflect the RFP subject, showing Proponent’s name, company, address and contact information.
- b) A short (one or two page) letter of introduction, and summary of the key features of the Proposal signed by an authorized signatory.
- c) Proponent Acceptance Form
- d) Schedule of Addenda
- e) Appendix A: Qualifications
- f) Appendix B: Scope of Services
- g) Appendix C: Term of Contract
- h) Appendix D: Financial Proposal

1.7. EVALUATION CRITERIA

Evaluation of Proposals and selection will be by Town Council. Proposals will be evaluated in terms of the response to the requirements of this RFP, taking into consideration the Proponent’s Qualifications, Scope of Services, Term of Agreement and Financial Proposal.

The Town retains sole discretion and may not necessarily accept the highest Proposal or any Proposal, and reserves the right to reject any or all Proposals received and to accept any Proposal which it considers the best overall value to the Town.

1.8. TIMING OF PROPOSAL

The following is a schedule for this RFP process:

- Deadline for Proponent questions March 8th, 2018 10:00am
- Deadline for Proponent submission March 9th, 2018 2:00pm
- Proposed Official Name Dedication July 1st, 2018

1.9. NON-COMPLIANCE WITH RFP REQUIREMENTS

All items in Proposals that are not in full compliance, or that vary from the specific RFP requirements, shall be clearly identified as non-compliant and/or variances and shall include specific reference to the precise nature of the variance or non-compliance. Non-compliance or variation from the specific RFP requirements will not necessarily result in rejection of a Proposal. The acceptance or rejection of all non-compliant items and/or variances to the RFP requirements shall be at the sole discretion of Town Council without any obligation by the Town to either request clarifications, or enter into detailed discussions or negotiations with the Proponent.

1.10. PROPOSAL CONTENTS

All qualified Proposals will be initially evaluated by the Chief Administrative Officer to assess qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP.

Throughout the evaluation process, the CAO, at his sole discretion, may request additional written clarifications and/or supplemental information from selected Proponents, as part of the initial Proposal evaluation process.

1.11. INITIAL PROPONENT SELECTION PROCESS

As a result of the initial evaluation of the written Proposals, the CAO may request oral presentations and enter into detailed discussions with selected Proponents, prior to completing the preliminary evaluation process.

1.12. SELECTED PROPONENT NEGOTIATIONS

The Town reserves the right to enter into contract negotiations with a selected Proponent based only on the evaluation of the written Proposals and/or an evaluation of the combination of the written Proposals, oral presentations and detailed discussions.

1.13. NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.

1.14. ALTERNATIVES

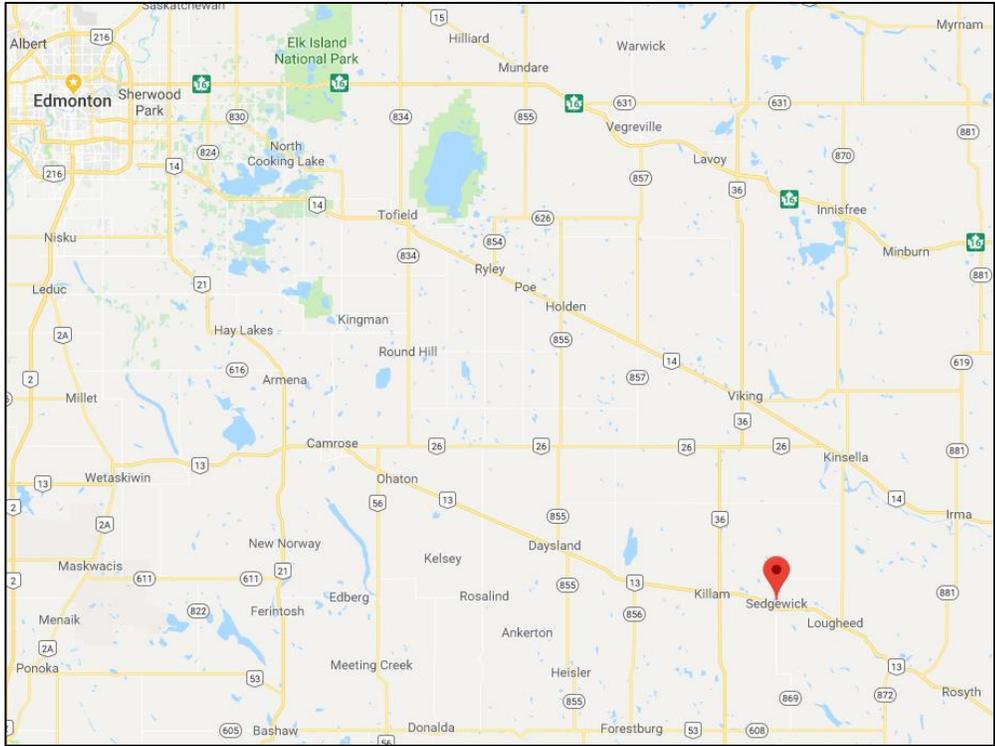
A Proponent may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the benefits thereof must be separately stated. Such documentation must not exceed three (3) pages.

2. PURPOSE – COMMUNITY OVERVIEW AND BENEFITS IN THE NAMING RIGHTS PACKAGE

2.1. FACILITY OVERVIEW

Built in 1992, the Sedgewick Recreation Centre is a multi-purpose recreation facility located at 5301 - 51st Avenue in the Town of Sedgewick, Alberta. The facility continues to surprise first-time visitors with its functionality and contemporary feel and is the pride and joy of the community. The Rec Centre plays host to a number of sports and activities including minor and senior hockey, lacrosse, curling and bowling as well as other 'dry-floor' community events throughout the year. Also located within the building are a playschool, library, concession, lounge, VIP boxes and meeting rooms. The facility is a one-stop hub of leisure activity drawing in thousands of spectators throughout the year. Nestled within the Town's recreation grounds, nearby patrons will find ball diamonds, a race track, football field, and elementary/secondary school.

With a population over 800, the Town of Sedgewick lies strategically at the center of Flagstaff County on Highway 13 and serves a trading population of over 3000. The Town lies less than an hour southeast of Camrose, an hour southwest of Wainwright and less than two hours from Edmonton.





Hockey Arena



Curling Rink



Bowling Alley



Lower Concourse



Exterior



Curling Lounge

2.2. BENEFITS IN THE NAMING RIGHTS PACKAGE

The naming of the facility shall be proposed by the successful Proponent and subject to the approval of the Town and shall be the exclusive name of the facility in all official facility references during the term of the Agreement. The successful Proponent will have the right to create and develop signage at their cost for the facility which is subject to approval by the Town.

a) Media

Name and logo identification in all official arena-related references made by the Town including, but not limited to, the following:

- Media correspondence
- Advertising –print and LED signage
- Website and social media sites

b) Signage

Exterior facility name and signage opportunities:

- South wall
- South, north and west entrances

Interior facility name and signage opportunities:

- Main Concourse
- Arena interior

3. QUALIFICATIONS AND REQUIREMENTS OF PROPONENT

- 3.1.** Provide the name, a brief history and description of your Corporation.
- 3.2.** Identify your designated staff member(s) who will be working with and coordinating marketing and advertising activities with the Town during the term of the contract.
- 3.3.** Name and title of person(s) authorized to bind the Proponent in a contract along with the main office address, and telephone number (including area code).
- 3.4.** Outline your corporation`s qualifications including its abilities, capacities, skills and financial strengths as they relate to this Proposal.
- 3.5.** Submit any details of similar projects including name, addresses and telephone numbers.
- 3.6.** Provide any additional information that would distinguish your firm in its service to the Sedgewick community.
- 3.7.** Include all completed attachments and forms required with your Proposal.
- 3.8.** The Town may make such investigations it deems necessary to determine the ability of the Proponent to perform financially. The Proponent shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested. The Town reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proponent fails to satisfy the Town that such Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

4. SCOPE OF SERVICES

- 4.1. Title Sponsorship entitles the Proponent to rename the Facility with a name chosen by the sponsor, subject to final approval by Town Council.
- 4.2. The Proponent will commit to provide all signage at their cost. All sign placements must be approved by the Town and be in accordance with all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights contractor shall be responsible for contracting all work relative to the installation of all exterior and interior signage. All contractors and subcontractors performing work at the request of the naming rights contractor shall be required to provide certificates of insurance in compliance with the insurance requirements set forth in herein.
- 4.3. The Contractor shall provide all ongoing maintenance of the signage in a timely manner for the signs that are located on the exterior of the building. All other signs in the facility, once installed, are the responsibility of the Town.
- 4.4. It will be the responsibility of the naming rights Contractor to work with, and compensate, Alberta Transportation and/or the Town of Sedgewick to change any signs on highways or streets. The Town makes no representation concerning the requirements of such work.
- 4.5. Proponents shall state their objectives and strategy to introduce, build and increase awareness of the facility's new name. This is a key component of the Proposal and must be clearly delineated.

5. TERM OF CONTRACT

- 5.1. The Proponent shall outline the proposed term of the Agreement. A minimum term of ten (10) years is required, beginning on or about July 1, 2018. Renewal options may be included.
- 5.2. The successful Proponent shall execute a contract with the Town that will be in substantial conformance with this RFP, Proponent's Proposal, and any applicable Federal, Provincial or Local law, rule or regulation.

6. REVENUE PROPOSAL

- 6.1. Each Proponent shall submit a revenue Proposal for the naming rights, quoting a minimum annual sum in addition to full details of a financial plan.
- 6.2. If proposing additional cash or marketing activities detail the structure of how those benefits would be allocated to the Town.
- 6.3. Proponents should ensure that they provide other relevant information that will assist the Town in evaluating your Proposal.

7. GENERAL CONDITIONS AND INSURANCE

7.1. DISCREPANCIES OR OMISSIONS

Proponents finding discrepancies or omissions in the RFP documents, or having any doubts to the meaning or intent of any part thereof, should immediately notify Jim Fedyk, CAO, in writing via email at

cao@sedgewick.ca who may send written instructions or explanations to all Proponents on record with the Town.

No responsibility will be accepted for oral instructions.

Addenda or correspondence issued during the RFP period shall be considered part of this document and become part of the final Contract documents.

7.2. IRREVOCABILITY OF PROPOSALS

Prior to the time and date of the RFP closing deadline, any Proponent may withdraw or change their Proposal without penalty or forfeiture, by giving notice in writing to:

Attention: Jim Fedyk
Town of Sedgewick
Box 129
Sedgewick, AB
T0B 4C0

Upon the closing deadline, all Proposals become irrevocable and no words or comments may be added to, or removed from, the Proposal unless request by the Town for purposes of clarification. By submission of a Proposal, the Proponent agrees that should its Proposal be deemed successful, the Proponent will enter into a Contract with the Town.

Proposals must remain valid for a period of ninety (90) days following the submission deadline.

7.3. LIABILITY FOR ERRORS

While the Town has used considerable efforts to ensure an accurate representation of the information in this RFP, the information in the RFP is supplied solely as a guideline for Proponent. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

7.4. AGREEMENT WITH TERMS

By submitting a Proposal the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

7.5. MODIFICATIONS OF TERMS

The Town reserves the right to modify the terms of the RFP at any time at its sole discretion.

7.6. PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Town, if any. If the Town elects to reject all Proposals, the Town will not be liable to any Proponent for any claims, whether the costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.7. ACCEPTANCE AND REJECTION OF PROPOSALS

The Town may not necessarily accept the lowest priced Proposal or any Proposal. At its sole discretion, the Town reserves the right to reject any or all Proposals received and to accept any Proposal which the Town considers advantageous, whether or not it is the lowest priced Proposal. Town Council shall give final approval prior to negotiations with a potential sponsor.

Submission of a Proposal by a Proponent and its subsequent receipt by the the Town does not represent a commitment on the part of the Town to proceed further with any Proponent or project. The Town is under no obligation to award a contract as a result of this RFP and reserves the right to terminate this RFP process at any time.

The Town reserves the right to accept the proposed offer in total or in part, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offered deemed most favourable to the Town.

Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alteration, or irregularities of any kind may be rejected.

The Town reserves the right to obtain additional information from the Proponents to clarify the information in their submission.

In the event that only one Proposal is received, the Town reserves the right to return the Proposal unopened. Proposals received after the closing time will not be opened.

7.8. CONTRACT NEGOTIATIONS

The successful Proponent will be required to enter into a contract with the Town.

The Town reserves the right to negotiate specific terms of the contract with the preferred Proponent prior to the final award of the contract.

If the preferred Proponent and the Town cannot agree on contract language in the contract document, the process will be terminated and the Town may begin negotiations with the next preferred Proponent.

7.9. SOLICIATION

Proponents and their Agents are hereby warned that any attempt to solicit individual members of the Council and/or staff of the Town in regard to the award of this contract may jeopardize the favourable consideration of their Proposals.

7.10. CONFIDENTIALITY AND SECURITY

This document or any portion thereof may not be used for any purpose other than submission of a Proposal. The successful Proponent shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out its duties or performing its services. It is the Town's policy to maintain confidentiality with respect to all confidential information-related to the Request for Proposals, however the Town is subject to the Freedom of Information and Protection of Privacy Act.

7.11. WORKERS COMPENSATION

The Contractor shall ensure compliance on this part with the *Worker's Compensation Act* and any regulations thereunder. This will extend to any contractors hired by the successful Proponent, who will be on Town property. See Scope of Services 4.2.

7.12. INDEMNITY AND LIABILITY INSURANCE

For the purpose of any contract the Town may enter into with the successful Proponent, the Contractor shall indemnify and hold harmless the Town, its employees and agents, from any or all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this Agreement. Such indemnification shall survive termination of this Agreement.

Further the Contractor must provide to the Town proof of \$2 million General Liability Insurance with the Town named as an additional insured party. The Town reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

7.13. COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

7.14. CONTRACTOR ASSUMPTION OF RISK, LOSS OR DAMAGE

The Contractor shall assume all risk of loss or damage to the equipment or work performed, and shall assume all liability for death, personal injury, or property damage, arising out of work.

7.15. NO OBLIGATION ON THE PART OF THE TOWN

This RFP is not a tender call, and any submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Town has accepted its Proposal and there is subsequent full execution of a written contract signed by both parties.

The highest or any Proposal will not necessarily be accepted. The Town reserves the right to waive informalities, to reject any or all Proposals for any reason, or to accept the Proposal deemed most favourable in the interest of the Town. In no event will the Town be responsible for the costs of preparation and submission of Proposals.

8. PROPONENT ACCEPTANCE FORM

We certify that we have read and understand the information provided in the RFP and all subsequent documentation. The information provided in our submission is accurate and we agree to be bound by all conditions, statements and representation contained within the RFP.

Failure to provide signatures below will result in immediate rejection of this submission. The person signing this RFP declares that they are a duly authorized signing authority with the capacity to commit their firm/company to the conditions of this Proposal.

Executed this _____ day of _____, 2018

Authorized Signature _____

Printed Name _____

Title/Position _____

Company Name _____

Address _____

Phone Number _____

Fax Number _____

Email _____

Appendix A

Qualifications

This section must address Proponent's qualifications experience to carry out the requested service, inclusive, but not limited to: Details of involvement in similar projects, qualifications to do business in Alberta, number of years in business and length of experience. Also include Corporate Mission, Vision and Values as they relate.

Appendix B

Scope of Services

This section must address the Scope of Services in terms of the Proponent's plan to carry out the requested service.

Appendix C

Term of Contract

State term of contract including renewal options as outlined in 5.1 of this RFP.

Appendix D

Revenue Proposal

Outline financial Proposal including annual sums payable to the Town.