



# Greater Napanee

GREATER FOR MANY REASONS

Town of Greater Napanee  
**Naming Rights – Recreation Centre**  
(16 McPherson Drive, Napanee)

**Question Deadline:** March 1, 2024

**Closing Date:** March 15, 2024, at 1:00 p.m. (Eastern Standard Time)

## **PART I. INVITATION**

The Town of Greater Napanee (TGN) invites Proponents to submit a formal proposal in response to this Request for Proposals (RFP) to secure Naming Rights for its Recreation Centre located at 16 McPherson Drive, Napanee (the Arena) with the intent to negotiate and enter into a Sponsorship Agreement with TGN.

### **1. Introduction**

Proposals are invited from parties interested in securing Naming Rights for is Recreation Centre located within the Town of Greater Napanee.

TGN is seeking to enter into a 10-year naming and sponsorship agreement with a business or organization that strategically aligns with our mission.

TGN has successful Naming Rights partnerships throughout the Recreation Centre.

### **2. Mission**

TGN promotes cultural growth, health, wellness, and fitness for all residents in the Lennox and Addington region and offers opportunities to participate in a wide range of activities by providing exceptional recreational, leisure and cultural facilities.

### **3. Background**

Designed primarily as a twin-pad ice arena, the Recreation Centre is also available for conferences, weddings, trade shows, graduations, parties, and meetings of all kinds. There are rooms to comfortably accommodate small groups or large gatherings, allowing a wide range of social, sporting, and cultural activities.

The Recreation Centre is located adjacent to nationally branded hotels and restaurants. It is within proximity to a secondary school and two elementary schools.

Many different user groups including minor hockey, junior hockey, skating club, soccer, seniors' activities and more attend our facilities throughout the year bringing lots of exposure to your marketing campaign. In each of the last two years the foot traffic at the Recreation Centre as been over 150,000. The Recreation Centre hosts a variety of events throughout the year and boasts a diverse audience and attending guests with tens of thousands of impressions throughout the year.

The Recreation Centre is adjacent to highway 401 with average daytime vehicle traffic being 40,000 (2016).

Our facilities bring a diverse group of visitors including young children to seniors cheering on the younger generations. The vast range of people allows the ability to target varied demographics. While Greater Napanee has 16,000 residents the Recreation Centre draws from surrounding municipalities as well as regularly hosting user groups from the cities of Kingston and Belleville.

#### **4. Closing Date**

Proponents are invited to submit a detailed Proposal to provide the Services. Proponents shall submit one hard copy, clearly marked "Request for Proposals for TGN Recreation Centre Naming Rights". Proposals will be received at the front reception desk until 1:00 p.m. (Eastern Standard Time) on **March 15, 2024** (the "Closing Date").

Proposals shall be submitted to:

Town of Greater Napanee  
c/o Manager of Community Economic Development  
99A Advance Ave., Napanee ON K7R 3Y5

Proposals may be delivered to the front Reception Desk by hand, courier, or mail. Proposals that are received after closing time shall not be accepted and will remain unopened.

All Proposals will be date and time stamped upon receipt. In the case of a date and/or time dispute the front Reception Desk clock will govern. The TGN is not responsible for the timeliness of documents delivered or delivered to a location other than the specified address.

#### **5. Definitions**

For the purposes of this RFP, the terms below shall be interpreted as follows:

- 5.1 "TGN" means Town of Greater Napanee;
- 5.2 "Closing Date" means Friday March 15, 2024, or such other date determined by the TGN at its sole and unfettered discretion;
- 5.3 "Closing Time" means 1 p.m. (Eastern Standard Time);
- 5.4 "Proponent" means any individual, business, organization, and non-for-profit association in good standing that submits a Proposal to TGN in response to this RFP;
- 5.5 "Proposal" means all the information which is presented to TGN by a Proponent for evaluation in response to this RFP;

- 5.6 "Requirements" means the minimum requirements that must be addressed or contained in a Proposal as described in this RFP;
- 5.7 "RFP" means this Request for Proposals for Recreation Centre Naming Rights;
- 5.8 "Services" means the Naming Rights for the Recreation Centre at 16 McPherson Dr., Napanee Ontario upon which this RFP is based; and
- 5.9 "Sponsorship Agreement" means the written agreement negotiated and entered into by the Successful Proponent and TGN to provide the Services contemplated by this RFP.
- 5.10 "MFIPPA" means Municipal Freedom of Information and Protection of Privacy Act.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.

## **PART II. PROPOSAL INSTRUCTIONS**

### **1. Benefits of the Naming Rights Package**

The Recreation Centre Naming Rights Package offers the following benefits to the Successful Proponent:

Proposed Name on:

- Interior and exterior building signage.
- Website, social media, electronic and print material.
- All Recreation Centre related news releases.
- Our facility booking software which creates all our invoices, receipts, and schedules.

Benefits may be tailored to meet your needs.

### **2. Requirements & Eligibility Criteria**

Proposals are open to any individual, business, organization, and non-for-profit association in good standing. Interested applicants should submit their proposal in the form of a letter to the contact person below and include:

- Name and contact information of the Proponent.
- Proposed name for the Recreation Centre.
- Company or Organization profile including name, products, market reach, years in business, presence in the region, and location of office(s).

- Relevant identification of similar naming or sponsorship conducted of similar size and value.
- Provide any information you would like TGN to consider regarding your proposed interest in a naming and sponsorship partnership.
- The financial offer.

The Town will not solicit or accept sponsorship or advertising from companies whose reputation or business practices could prove detrimental to the Town's public image and / or whose main business is derived from the following:

- Cigarettes, or any tobacco or cannabis product;
- The sale of weapons;
- Adult entertainment; or
- Products or services that present demeaning or derogatory portrayals of individuals or groups or contain anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence.

Advertising of questionable taste in content or method of presentation will not be accepted.

Although the Town is guided by the Canadian Code of Advertising Standards, and notwithstanding any other provision to this document or of the contract, the Town is the sole and final arbiter in all matters relating to the acceptance of advertisement on all identified advertising opportunities.

### **3. Naming and Sponsorship Value**

#### **Greater Napanee Recreation Centre**

The **minimum** bid requirement for the Recreation Centre Naming Rights is:

- THIRTY THOUSAND DOLLARS (\$30,000) per year for a term of TEN (10) years to be made in equal annual installments.

## **PART III. SELECTION PROCESS**

### **1. Proposal Evaluation**

Naming and sponsorship proposals will be reviewed on an individual basis to ensure they align with business and best practices associated with TGN. At TGN's discretion, selected applicants may be contacted by TGN to determine the next steps, discussions, and negotiations. Upon successful negotiation, the applicant(s) will be further reviewed, and TGN will provide the final approval of the Recreation Centre Naming Rights Sponsorship and Agreement.

## 2. Submissions & Enquiries

Any questions raised by potential Proponents during this stage shall be submitted in writing and must be received by TGN no later than March 1, 2024. Submitted to: [amanion@greaternapanee.com](mailto:amanion@greaternapanee.com);

The Proponent has the responsibility to notify TGN, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

Verbal responses to any inquiry are not binding on either party.

All Naming and sponsorship proposal submissions are due by 1:00pm on Friday, March 15, 2024.

## PART IV. RFP ADMINISTRATION TERMS AND CONDITIONS

### 1. Reservation of Rights

- 1.1. The financial offer will be only one of the determinants for acceptance of a Proposal by TGN. The financial offer proposal will not necessarily be accepted, and TGN reserves the right to reject any or all Proposals at its sole and unfettered discretion.
- 1.2. TGN also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation but shall not be used to revise the financial offer.
- 1.3. At all times, TGN reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.

### 2. Disclaimer of Liability and Indemnity

- 2.1. TGN, its directors, officers, servants, employees, agents, and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of TGN.
- 2.2. By submitting a Proposal, a Proponent agrees:
  - 2.2.1. To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

- 2.2.2. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
  - 2.2.3. that it has gathered all information necessary to perform all of its obligations under its Proposal;
  - 2.2.4. that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
  - 2.2.5. to hold harmless TGN, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
  - 2.2.6. that it shall not be entitled to claim against TGN, its elected officials, officers, employees, insurers, agents, or advisors on grounds that any information, whether obtained from TGN or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient
  - 2.2.7. that TGN will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to TGN acceptance or non-acceptance of its Proposal; and
  - 2.2.8. to waive any right to contest in any proceeding, case, action or application, the right of TGN to negotiate with any Proponent for the Agreement whomever TGN deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to TGN.
- 2.3. The Successful Proponent shall release, indemnify and hold harmless TGN and its elected and appointed officers, servants, agents, employees, or contractors, from and against any and all losses, claims, demands, payments, suits, actions, damages, judgments and expenses (including solicitor's fees), of every nature and description brought or recovered against or incurred by TGN and its elected and appointed officers, servants, agents and employees, arising out of or related to the Successful Proponent's breach of the Agreement, or by reason of any act or omission or alleged act of omission of the Successful Proponent, its agents, employees or contractors in the performance of the Agreement, or arising from the exercise of any rights or remedies of TGN.

### **3. No Tender and No Contractual Relationship**

- 3.1. This selection process is not a tendering process. It is part of an overall selection process intended to enable TGN to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding Agreement between TGN and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between TGN and the Proponent arising from this RFP or the submission of a Proposal.
- 3.2. Further, the Proponent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proposal may be rescinded by a Proponent at any time prior to the execution of the Agreement by notifying TGN Manager of Community Economic Development in writing.

### **4. Discretion**

- 4.1. Notwithstanding any other provision of this RFP to the contrary, the provisions in this Part IV, paragraph 4.0 prevail, govern, and override all other parts of this RFP. TGN is not bound to accept any Proposal. At any time prior to execution of the Agreement, TGN may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the Project, and proceed with the Project on different terms. All of this may be done with no compensation.
- 4.2. TGN reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. TGN reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of TGN.
- 4.3. TGN is not bound to negotiate with any Proponent.
- 4.4. TGN reserves the right, at its sole and unfettered discretion, to:
  - 4.4.1. negotiate the specific agreement and conditions, including but not limited to the financial offer;
  - 4.4.2. waive any formality, informality, or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
  - 4.4.3. negotiate with any or all Proponents; and



- 4.4.4. receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or non-material manner) with the Requirements or not.

## **5. Representations and Warranties**

- 5.1. TGN makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by TGN or any of its elected officials, officers, employees, agents, or advisors as part of the selection process, is provided for the convenience of the Proponent only.
- 5.2. The Proponent is required to immediately bring forth to TGN any conflict or error that it may find in the RFP.
- 5.3. Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

## **6. Information Disclosure and Confidentiality**

- 6.1. All documents submitted to TGN will be subject to the protection and disclosure provisions of the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). MFIPPA allows persons a right of access to records in TGN custody or control. It also prohibits TGN from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests as defined in section 10 or would be an unreasonable invasion of personal privacy as defined in section 14 of MFIPPA. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, TGN cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under MFIPPA.

## **7. Disqualification**

- 7.1. The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by TGN, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.