

THE CORPORATION OF THE CITY OF WINDSOR



**NAMING RIGHTS OPPORTUNITY:
JACKSON PARK GREENHOUSE COMPLEX**

PROPOSAL No. 145-21

*****ELECTRONIC BID SUBMISSIONS ONLY*****

Closing Date:

Thursday, January 6, 2022 at Eleven-Thirty and Fifty-Nine (11:30:59) a.m. (E.S.T),

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1. INTRODUCTION

About Windsor

Incorporated in 1892, The Corporation of the City of Windsor (the “City” or “Windsor”) is the most southerly city in Canada. There are over 210,000 residents of the City and when the surrounding communities in Essex County are considered, the population of the region approaches 400,000. Windsor is situated across the border from Detroit, Michigan, where 4.5 million people live within a one hour drive. The City welcomes over 3 million visitors annually.

Windsor is the fourth most ethnically diverse community in the country. It boasts superb shopping and entertainment establishments, enviable culinary districts, a variety of visitor attractions and festivals, miles of unparalleled waterfront parks and gardens, and truly fascinating historical and cultural landmarks.

City Council has unveiled its 20 Year Strategic Vision, in which Council identifies three main goals for the next 20 years:

1. More Jobs in Windsor
2. Addressing Windsor’s Reputation
3. Improving Quality of Life in Windsor

City Council also holds fast to the principles that the City is built on relationships – between citizens and their government, businesses and public institutions, city and region – all interconnected, mutually supportive and focussed on the brightest future that can be created together. These goals and principles are embodied in the recent investment in the Jackson Park Greenhouse Complex.

About the Jackson Park Greenhouse Complex

The proposed Jackson Park Greenhouse complex includes 22,000 square feet of greenhouse space, Administration building, indoor and outdoor storage space, and a 3,500 sqft Multi-Purpose Greenhouse space. The complex provides an opportunity for a shared Parks, Recreation, Culture and Facilities campus and synergy with the Parks yard at the south end of Jackson Park, the Parks Administration building across the street and the Facilities building.

The state of the art greenhouse facility is expected to provide new programming opportunities (winter garden, educational programming and community partnerships); improved operational efficiencies; reliable growing and production through computerized controls; ensure optimal growing conditions. As an example, the City could offer workshops on potted plant arrangements where participants store their baskets and pick them up in the spring.

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A portion of the space could be dedicated to growing food for those in our community who are in need. Community donors could sponsor a greenhouse and donate money for items such as topsoil, seeds and watering costs to grow food. This food could be distributed to local food banks, the Unemployed Help Centre, Forgotten Harvest and the Downtown Missions to name a few.

The 3,500 sq-ft Multi-Purpose heated greenhouse space would include the possibility for many of the following opportunities such as: Family Day; Adult classes; kids classes through school and outside school, hands on area for kids, crafts, exhibits/presentations, movies/presentations, internship, contracting your flower needs to the Windsor greenhouse operation.

The local horticulture societies are interested in a display greenhouse for year-round demonstration, meeting location and horticultural programs.

It is believed the availability of this space may spark renewed interest in the horticulture field and provide opportunities for students to learn about the care, maintenance and sustainability of our natural and living resources, including plant propagation and greenhouse maintenance.

The City of Windsor has long recognized the benefits of offering naming rights to signature buildings, which benefits the City by offsetting costs, but also provides community champions an opportunity to show their support for the community in a highly visible and demonstrative way.

About the Opportunity

The City is seeking proposals from companies, groups, and/or individuals interested in purchasing naming rights for the monument sign (as per Appendix “F”) of the overall complex that is the Jackson Park Greenhouse.. All signage requirements are to be in compliance with the Sign By-Law 250-2004 found on the citywindsor.ca website at: <https://www.citywindsor.ca/residents/Property/Pages/Sign-By-law.aspx>

Additional Naming Rights opportunities are available for:

1. Multi-Purpose Greenhouse space (refer to Appendix “F”)

Specific add-ons such as lighting or activation to be discussed upon award.

2. DEFINITIONS

In this RFP, the following capitalized terms not otherwise defined shall have the following meanings:

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- 2.1 **Bidding System**” means the electronic system used by the City for the advertisement of public bid opportunities at the following website: www.biddingo.com, and which is required to be used for all dissemination of information by or on behalf of the City and Submissions from Proponents for this RFP.
- 2.2 **“City”** means The Corporation of the City of Windsor and includes any of its designated employees, officials or agents who are engaged to represent the City in its capacity as owner of the project and also includes an employee designated to exercise discretion on behalf of the City.
- 2.3 **“Council”** means the municipal council of the City.
- 2.4 **“Contract”** means the written agreement to be entered into between the successful Proponent and the City.
- 2.5 **“Evaluation Committee”** means the committee appointed to guide, monitor and direct this RFP process and evaluate Submissions. The Evaluation Committee may obtain the assistance of consultants and advisors as the Evaluation Committee may deem appropriate.
- 2.6 **“Evaluation Contract”** means a process contract created between the City and any Proponent whose Proposal is reviewed by the City.
- 2.7 **“Evaluation Period”** means the period of 90 days immediately following the Submission Deadline.
- 2.8 **“Offer Document”** means Appendix “A”, Offer Document.
- 2.9 **“Proponent”** means an individual, partnership or corporation participating in this RFP by submitting a Submission.
- 2.10 **“Purchasing Bylaw”** means City By-law 93-2012, A By-law of the City of Windsor Governing Purchasing Policies and Procedures, (found at http://www.citywindsor.ca/cityhall/By-laws-Online/Documents/Purchasing_By-law_93-2012.pdf) in effect on the Submission Deadline and as may be amended from time to time.
- 2.11 **“Purchasing Department”** means the City’s Purchasing Department.
- 2.12 **“Qualifying” or “Qualification(s)”** means a qualified Submission that in some way is modified or limited so that it does not comply fully with the RFP, it’s requirements, or the Contract.

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- 2.13 **“Registered Proponent”** means a Proponent who is listed on a Proponents list for this RFP who then will be eligible to participate in this RFP either by picking up the document through the Purchasing Department or through www.biddingo.com. The Purchasing Department has the sole discretion to determine whether or not a Proponent is a Registered Proponent.
- 2.14 **“RFP”** means, as the context requires, this request for proposals process and the proposal documents, including all Appendices and any addenda which may be issued.
- 2.15 **“Submission”** means a Proponent’s completed Offer Document (Appendix “A”) and all materials submitted with it. And received by the Proponent through the Bidding System
- 2.16 **“Submission Deadline”** means **Thursday, January 6th, 2022** at Eleven-Thirty Fifty-Nine (11:30:59) a.m. (E.S.T.), as received by the Bidding System (synchronized with any computer clock) during the upload/submission process.
- 2.17 **“Submission Location”** means through the Bidding System by electronic submissions only.

3. SUMMARY OF THE RFP PROCESS

- 3.1 Proponents should read this RFP carefully and thoroughly to understand all terms and conditions. Proposals may be deemed non-compliant or be rejected for failure to fulfill procedural or content requirements stipulated in this RFP.
- 3.2 As more particularly set out in this RFP, proponents are required to deliver a Submission requiring each Proponent to provide information and respond to questions which will enable the City to evaluate the Proponent’s offer. The Submission will be evaluated as to whether the Proponents meet the City’s criteria and whether the Submission meets the City’s needs.
- 3.3 The criteria for evaluation of the Submissions are set out in Appendix “C”.
- 3.4 Proponents are encouraged to seek clarification or ask questions in respect of any part of this RFP that is unclear. All questions or requests for clarification shall be made in writing to purchasing@citywindsor.ca
- 3.5 Except as provided in this RFP, Proponents are not to contact any members of the City’s administration, City Council, or any member of the evaluation team in relation to this RFP.

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- 3.6 By issuing this RFP, by receiving and evaluating Submissions, the City does not at any time intend to create the Evaluation Contract with any Proponent.
- 3.7 The City may reject Submissions received from Proponents who are not Registered Proponents. If a Proponent who is not a Registered Proponent submits a Submission, the City may in its discretion require the Proponent to fulfill the steps necessary to become a Registered Proponent failing which the City may reject the Submission.

4. QUESTIONS AND CLARIFICATIONS

- 4.1 All questions and requests for clarification are to be made in writing and submitted to purchasing@citywindsor.ca using the subject line “**RFP# 145-21 Naming Rights Opportunity Jackson Park Greenhouse Complex.**” The City will review all questions and, if a response is warranted, the question and the response will be issued by way of written addendum to all Proponents. The City may edit or rephrase the question or may not issue a response to any question which, in the City’s opinion, does not require a response.
- 4.2 **Questions must be received by no later than Tuesday, January 4, 2022.** The City may, in its discretion, consider or respond to questions posed after this date, but is under no obligation to do so.
- 4.3 This RFP may only be amended by addendum. Information, clarification, responses or instructions provided in any other means regardless of setting or context are not binding on the City and should not be relied upon unless an addendum is issued.
- 4.4 Any addendum issued under this RFP will become part of the RFP and Proponents will be required to acknowledge addenda in their Submissions.

Except for any communications made in accordance with Section 4.1, Proponents are not to contact:

1. any City staff;
 2. any member of the Evaluation Committee; or,
 3. any member of City Council, including the Mayor.
- 4.5 Failure to abide by this paragraph may result in disqualification of the Proponent and rejection of its submission.

5. LOBBYING AND COLLUSION

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- 5.1 Proponents are prohibited from engaging in conduct which is or could reasonably be construed as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.
 - 5.2 A Proponent shall not discuss or communicate directly or indirectly with any other Proponent any information whatsoever regarding the preparation of a Submission. Submissions shall be prepared and submitted independently, without communication, knowledge or comparison of information or any direct or indirect arrangement with any other Proponent.
 - 5.3 Failure of any Proponent to comply with this section may result in the disqualification of the Proponent and the rejection of its Submission.

7. OPPORTUNITY

- 7.1 The successful Proponent(s) will have the opportunity to enter into negotiations with the City to name the overall complex that is the Jackson Park Greenhouse.

8. INSTRUCTIONS FOR COMPLETING THE SUBMISSION

- 8.1 Proponents shall complete the Offer Document at Appendix “A” in permanent medium. The Offer Document shall be **signed** by a duly authorized signing officer of the Proponent. Where the Proponent is a Joint Venture, each member of the Joint Venture must execute the Offer Document and, for each member which is a corporation, the Offer Document must be **signed** by a duly authorized signing representative of the corporation. **Failure to include the signed Offer Document in your submission will result in automatic disqualification.**
- 8.2 Submit through the Bidding System the Offer Document with all schedules, documents, pages and other information set out in Appendix “B” – Submission Contents. Ensure that all such material is clearly identified, using the same heading and numbering outlined in Appendix “B”.
- 8.3 A Proposal, which does not include all forms required to be submitted, in the format provided may be declared non-compliant; and which does not include the specific Offer Document – Appendix “A”, except as provided in paragraph 8.1 may be declared non-compliant.
- 8.4 Each Submission shall be irrevocable and shall remain open for acceptance by the City for the duration of the Evaluation Period.
- 8.5 Proponents are prohibited from making Qualification(s).

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- 8.6 Proponents shall submit the Submission through the Bidding System, clearly labelled “**Naming Rights Opportunity – Jackson Park Greenhouse Complex: RFP 145-21, Submission.**”
- 8.7 Any irregularity in the Services Proposal shall be governed by the Purchasing Bylaw; specifically, Schedule B.

9. DELIVERY OF SUBMISSIONS

- 9.1 Electronic Submission only shall be accepted and received by the Bidding System, on or before the Submission Deadline. A Submission submitted by mail, in person, fax, e-mail or other electronic means, other than through the Bidding System, will not be accepted.
- 9.2 The Proponent shall deliver **its Submission** to the **Submission Location** on or before **the Submission Deadline**. The City will require the Submission to be in an unrestricted PDF format. **Submissions delivered after the Submission Deadline will be rejected.** Only the Offer Document **signed** by a duly authorized signing officer of the Proponent will make the Submission compliant.
- 9.3 Submissions may be amended prior to the Submission Deadline through the Bidding System.
- 9.4 A Proponent should allow sufficient time in the preparation of its Submission to ensure its Submission has been uploaded and completed the submission process on the Bidding System by the Submission Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speeds. A Submission that is uploaded onto the Bidding System but not submitted Before the Submission Deadline will not be accepted.
- 9.5 Proponents may withdraw Submissions prior to the Submission Deadline by submitting a written request, originally signed by a party with authority to bind the Proponent, and by selecting the “withdraw my eBid Response” button provided within the RFP on Biddingo.com.
- 9.6 Submissions shall remain effective for the duration of the Evaluation Period.

10. REQUESTS FOR ADDITIONAL INFORMATION

- 10.1 The Evaluation Committee may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Submission or to request additional or supplementary information (collectively, a “Request for Additional Information”) without any obligation to contact any other Proponent(s) with the same or any other Request for Additional Information. The Proponent’s response to a Request for Additional Information may be in writing or may be in

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the form of an attendance or oral presentation before the Evaluation Committee, at the Evaluation Committee’s sole and absolute discretion.

- 10.2 Proponents shall respond promptly to all Requests for Additional Information. Failure to provide a timely response to a Request for Additional Information may have a negative impact on a Submission, or may result in rejection of a Submission.
- 10.3 Any response received by the Evaluation Committee in response to a Request for Additional Information may form an integral part of the Proponent’s Submission, at the sole option of the Evaluation Committee.
- 10.4 Requests for Additional Information shall not be construed as award of a Contract, acceptance or rejection of any Submission.

11. EVALUATION

- 11.1 Submissions will be evaluated as described in this section.
- 11.2 The Evaluation process will be conducted by the Evaluation Committee, although others, including City staff and advisors, may be asked to review the Submission as deemed appropriate by the Evaluation Committee.
- 11.3 Subject to the other rights described in this RFP, the Evaluation Committee will evaluate the Submissions in accordance with the evaluation criteria found at Appendix “C”.
- 11.4 The Proponent may have an opportunity to meet with the Evaluation Committee, upon receiving a request from the Evaluation Committee. The nature and length of such meeting will be determined by the Evaluation Committee in consultation with the Proponent. If a Proponent is invited to such a meeting the Proponent and the Evaluation Committee will both be at liberty to discuss in detail all aspects of the Proponent’s Submission. The Evaluation Committee may convene more than one meeting with a Proponent. The fact that the Evaluation Committee decides to meet with one Proponent does not in any way oblige it to meet with any other Proponent(s).
- 11.5 Following evaluation of the Submission, subject always to all rights described in this RFP, the Evaluation Committee will identify the highest ranking Proponent for the naming opportunity.
- 11.6 The Proponent with the highest ranking following the completion of the evaluation shall be identified as the Successful Proponent for that opportunity.

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11.7 A Proponent’s submission or the Evaluation Committee’s evaluation of any Submission does not obligate the City to identify any Proponent as the Successful Proponent for any opportunity, accept any Submission, award any Contract, or proceed further with this RFP. The City may, in its sole and unfettered discretion, and for any or no reason, reject any or all Submissions or cancel this RFP in whole or in part any time prior to the final disposition of this matter by City Council.

12. RIGHTS OF THE CITY

12.1 In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:

- 12.1.1 reject any and all Proposals in accordance with the Purchasing Bylaw;
- 12.1.2 verify with any Proponent or with a third party information contained in or submitted as part of the Submission;
- 12.1.3 check references other than those provided by the Proponent;
- 12.1.4 disqualify any Proponent whose Submission contains misrepresentations or any other inaccurate or misleading information relating to matters which the City, in its sole discretion, considers material;
- 12.1.5 disqualify any Proponent for Qualifying their Submission;
- 12.1.6 cancel this RFP at any time before award.

13. AWARD OF OPPORTUNITY

- 13.1 Subject to the rights described in this RFP, the City may notify the Proponent with the highest ranking that it is the successful Proponent.
- 13.2 The City, at its option and in its sole and absolute discretion, may at any time prior to the expiration of the Evaluation period, identify the successful Proponent and enter into negotiations with the Successful Proponent over any aspect of the Successful Proponent’s Submission or the Contract.
- 13.3 If the successful Proponent fails to enter into the Contract with the City, subject to all other rights, the City shall identify the next-highest ranked Proponent as the Successful Proponent, until the City terminates the process or until such time as no Proponents remain for acceptance.
- 13.4 The Contract shall be prepared by the City and shall include all mandatory terms found at Appendix “D”.

14. LIMIT OF LIABILITY

14.1 The liability of the City to any Proponent for any claims arising out of this RFP including negligence and/or the City’s breach of the Evaluation Contract, shall be

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limited to the lesser of the actual loss suffered by the Proponent and five hundred dollars (\$500).

15. ACCURACY OF RFP

15.1 To the best of the City’s knowledge, all information provided in this RFP is accurate; however nothing in this RFP shall relieve the Proponents from undertaking all investigation and clarification on all matters related to this RFP. The City does not represent or warrant the accuracy or completeness of any information provided and no allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Proponents had reasonable efforts been made prior to the Submission Deadline.

16. PROPONENT’S COSTS

16.1 Proponents shall bear all costs and expenses in any way related to the preparation, submission or progress of this RFP, including but not limited to the gathering of information, attending or participating in any interviews or site meetings, the preparation of the Submission or responding to any questions or clarifications or requests for additional information made by the City.

17. CONFIDENTIALITY AND MFIPPA

17.1 All information provided by or obtained from the City in connection with this RFP is the sole property of the City and must be treated as confidential. Such information is not to be used for any purpose other than responding to this RFP. Upon conclusion of this RFP process, if requested by the City, Proponents shall return all information provided by the City or obtained by the Proponents within this RFP process.

17.2 By submitting a Submission, Proponents acknowledge that the contents of their Submission will be disclosed to the Evaluation Committee and may be disclosed to City Council and to the City’s staff or advisors. The City will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Proponents and identified as being confidential information (the “Confidential Material”) however the City accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the City, its advisors, staff, members of Council, or other person associated with the City may have been negligent with respect to such disclosure.

17.3 Proponents are further advised that the City may be required to disclose parts or all of a Submission pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* (the “Act”) Subject to the provisions of the Act, the City will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, but shall not be liable in any way

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whatsoever to any Proponent if such information is disclosed based on an order or decision made under the Act or any other applicable legislation, including the *Municipal Act, 2001*.

18. PUBLIC STATEMENTS

- 18.1 Proponents shall not publish, issue or make any statements or news release, electronic or otherwise, concerning their or any other Submission, the RFP, the evaluation of the Submission, or the award of the Contract or cancellation of the RFP, without the express prior written consent of the City.

19. CONFLICT OF INTEREST

- 19.1 Proponents must disclose in writing to the City, any present or potential conflicts of interest involving any member of City Council or staff employed or consultant hired in any capacity by the City or any City agency, board or commission that:

- 19.1.1 has a direct or indirect financial interest in the award of the Contract to any Proponent;
- 19.1.2 is currently employed by, or is a consultant to or under contract to a Proponent;
- 19.1.3 is negotiating or has an arrangement concerning future employment or contracting with any Proponent; or,
- 19.1.4 has an ownership interest in, or is an officer or director of any Proponent.

- 19.2 Subject to other rights in this RFP, the City reserves the right to reject a Submission from any Proponent having a conflict of interest in the project that, in the sole and unfettered discretion of the City, cannot be managed or minimized.

20. APPLICABLE LAW

- 20.1.1 This RFP shall be construed in accordance with and be governed by the laws of the Province of Ontario and each of the Proponents attorns to the exclusive jurisdiction of the courts of Ontario.

21. City of Windsor COVID-19 Vaccination Policy

The Successful Proponent is aware of the City’s COVID-19 Vaccination Policy and is bound by it. The Proponent warrants that all persons attending City Facilities on its behalf are fully vaccinated against COVID-19. Please refer to the attached Contractor Vaccination Confirmation Form. The Successful Proponent will be required to complete this form upon award of Contract.

CONTRACTOR VACCINATION CONFIRMATION FORM

I, the undersigned, on behalf of _____, and its subcontractors, agents, employees, and assigns [collectively “The Contractor”], hereby acknowledge the following:

1. The Contractor is performing work on behalf of or under the direction of The Corporation of the City of Windsor [the “City”], pursuant to contract #/ work description _____ [the “Contract”].
2. The Contractor’s work requires that it enter into a City Facility.
3. The Contractor has reviewed the City’s COVID-19 Vaccination Policy and is bound by it.
4. Those who are not fully vaccinated will not be allowed to physically access City Facilities as of November 15th, 2021.
5. The Contractor has ensured that all persons attending City Facilities on its behalf are fully vaccinated;
6. Failing to follow the City’s Vaccination Policy or falsifying information is a breach of contract and may result in the Contract being cancelled.
7. The terms herein do not alter the Contract in any way, but are in addition to the terms therein.

This form may be executed in writing or by electronic signature, and when so executed and delivered shall be deemed an original. This form may be delivered in person, by facsimile, telecopier, or email in order to effect delivery.

| | | | |
|----------------------|---|-------|---|
| SIGNED AND DELIVERED |) | _____ | Date: _____ |
| in the presence of, |) | | |
| |) | | I have authority to bind the Contractor |
| |) | | |
| _____ |) | | |
| |) | | |
| Witness: |) | | |
| |) | | |
| |) | | |
| Date: |) | | |
| |) | | |

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APPENDIX “A” – OFFER DOCUMENT

PROPOSAL NO. 145-21 NAMING RIGHTS OPPORTUNITY
JACKSON PARK GREENHOUSE COMPLEX

This Proposal is submitted by:

Proponent’s Registered Legal Business Name

Mailing Address

City, Province/State, Postal/Zip

Proponent Contact Person

()

()

Telephone

Facsimile

1. **I, WE DECLARE** that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers is or are attached above, has any interest in this Proposal or in the contract proposed to be taken.
2. **I, WE FURTHER DECLARE** that this Proposal is made without any connection, knowledge, comparison or figures or arrangements with any other Proponent, firm or person making a Proposal for the same services and is in all respects fair and without collusion or fraud.
3. The undersigned have carefully read and understand the requirements in this RFP, have satisfied ourselves as to the scope of services required and the conditions under which those services are to be provided and do hereby submit our Submission.
4. The undersigned hereby agrees to comply in all respects with the requirements as specified in the RFP attached hereto, which specifications and conditions are to be read with and form part of this proposal.

Dated at _____ this _____ day of _____, 2021

Corporate Name

Name of Signatory (Please Print)

Signature, and Title

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APPENDIX “B” – SUBMISSION CONTENTS

It is important that Proponents present the information set out in this Appendix so that it can be readily understood and evaluated. A Proponent should address all of the items set out in this Appendix, in the order in which they appear and using the same headings and numbering sequence. Proponents should attach schedules, documents, pages and other material to the completed Offer Document, clearly identifying the matter(s) addressed in such schedules, documents, pages and material.

1. **Declaration of Conflict.** Include a declaration of conflict statement which identifies any person(s) employed by the City in any capacity that:

1. has a direct or indirect financial interest in the award of the Contract to any Proponent;
2. is currently employed by, or is a consultant to or under contract to a Proponent;
3. is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
4. has an ownership interest in, or is an officer or director of any Proponent.

NOTE: If the Proponent does not have a conflict to declare than no written response is required.

2. **Proponent Information.** The following information should be provided;

1. If Proponent is a corporate entity, **please provide proof of legal name** by submitting a copy of one of the following:
 - a) first page of Articles of Incorporation;
 - b) if applicable, first page of Articles of Amendment;
 - c) if applicable, first page of Profile Report; or,
 - d) Certificate of Status.
2. If the Proponent is a Joint Venture, identify the contractual arrangements among the parties to the Joint Venture; the corporate resources of each party to the Joint Venture; the lead or single point of contact for the City; confirmed roles for each of the parties to the Joint Venture; and include a letter from each party to the Joint Venture acknowledging the structure of the Joint Venture, and that each will be jointly and severally liable to the City if the Proponent is awarded the Contract.
3. Provide a narrative of the Proponent, its history and activities, and the nature of its organization (if applicable).

3. **Proponent’s Interest.** Describe your interest in participating in this initiative and demonstrate your links to, and involvement in, the Windsor community. In addition, provide:

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- a) Details on how the Proponent is supporting the community and working to make a difference in Windsor.
- b) Details on how the proponent’s values align with the services delivered to families at this greenhouse complex.
- c) Details on relevant noteworthy accomplishments.
- d) Details on any other benefits, other than the financial contribution, that they are prepared to offer the City and/or the facility.

NOTE: Proponents shall be perceived as a role model and open to close scrutiny relative to their (or their company’s) character, integrity and values. Proponents will also need to demonstrate their financial ability to fund the proposal over the life of the agreement.

4. **Naming Proposal:** Provide the following information:
 1. Financial proposal, including details on:
 - a) The significance of the contribution made relative to the construction and/or operating costs of the item being named.
 - b) The significance of the contribution relative to the market valuation of the naming opportunity.
 2. The proposed benefits to, and obligations of, both the Proponent and the City, including the results of a Value assessment (as defined in Appendix “E” – “Naming/Renaming or Dedicating of Municipal Property, Buildings and Park Elements” Policy).
 3. The proposed duration of the naming including a specific sunset clause associated with the length of time that the name will be used.
 4. Whether the naming agreement can be renewed if a further gift or sponsorship is received.
 5. Demonstrated public support for the sale of naming rights of the facility.
5. **Other Information.** Attach any additional material which is not specifically referred to or requested above but which the Proponent believes is relevant to its Submission or that will demonstrate the attributes sought by the City.
6. **Proponent’s Alignment to 20 Year Strategic Vision.** City Council unveiled its 20 Year Strategic Vision, in which Council identifies three main goals for the next 20 years: more jobs in Windsor; addressing Windsor’s reputation; and improving quality of life in Windsor. More details of the Vision can be found at: <https://www.citywindsor.ca/mayorandcouncil/20-year-strategic-vision/Documents/Windsor-20-Year-Plan.pdf>

-END OF APPENDIX “B” -

**NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
INSTRUCTIONS**

APPENDIX “C” – EVALUATION CRITERIA

Naming of a public facility is governed by the City’s “Naming/Renaming or Dedicating of Municipal Property, Buildings and Park Elements” Policy (Appendix “E”). The requirements in this policy will inform the evaluation of the Submissions.

| EVALUATION CRITERIA | WEIGHT |
|---|---------------|
| Proponent Information, Appendix B, Question 2 | 5 |
| Proponent’s Interest, Appendix B, Question 3 | 20 |
| Naming Proposal, Appendix B, Question 4 | 55 |
| Other Information, Appendix B, Question 5 | 10 |
| Proponent’s Alignment to 20 Year Strategic Vision, Appendix B, Question 6 | 10 |
| Total | 100 |

-END OF APPENDIX “C”-

**NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
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APPENDIX “D” – MANDATORY CONTRACT TERMS

1. AODA Customer Service Standard

The City of Windsor is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All bidders, Suppliers and Contractors who provide goods, services or construction to the City shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and all Regulations emanating therefrom.

Accessible Procurement

Accessibility criteria will be considered throughout the procurement process. Suppliers, contractors and manufacturers should identify features of their product or services which meet the relevant standards. (Link to Integrated Accessibility Standards <http://www.e-laws.gov.on.ca/html/regs/english/elaws regs 110191 e.htm>)

Where specific accessibility requirements are identified, they will be clearly stated in the procurement document and will be given appropriate consideration throughout the procurement process.

Accessible Customer Service Standard

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 under the Accessibility for Ontarians With Disabilities Act, 2005 (“AODA”).

Contractors shall ensure:

1. Their employees are trained on serving persons with disabilities as outlined under the Standards for Customer Service
2. Training records are maintained, including dates when training is provided, the number of employees who received training and individual training records.

This information will be made available, if requested by the City.

Further information on the Standards for Customer Service including training resources for contractors and the City of Windsor Accessible Customer Service Policy can be found under the Accessibility link on the City of Windsor website www.citywindsor.ca

**NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
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2. City Right to Audit

The City shall have the right to audit the terms of this contract and the fulfillment of the Naming Party’s obligations under the contract. The Naming Party shall cooperate with such audit or audit process. The cost of any such audit (s) shall be at the City’s cost.

3. Indemnification

The Naming Party covenants and agrees that it will at all times indemnify and save harmless the City, its officers, servants and agents from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the City, its officers, servants and agents by reason or in consequence of the existence of this agreement with the naming party, its servants, agents or employees.

-END OF APPENDIX “D”-

**NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
INSTRUCTIONS**

APPENDIX “E” – POLICY

THE CORPORATION OF THE CITY OF WINDSOR

POLICY

| | | | |
|---------------|---|-----------------|-----------------------|
| Service Area: | Community and Protective Services | Policy No.: | |
| Departments: | Municipal | Approval Date: | April 10, 2007 |
| Division: | | Approved By: | CR144/2007 |
| | | Effective Date: | April 10/2007 |
| Subject: | Naming/Renaming or Dedicating of Municipal Property, Buildings and Park Elements | Procedure Ref.: | |
| | | <i>Pages:</i> | Replaces: |
| | | | Date: |

1. POLICY

1.1 The Naming/Renaming or Dedicating of Municipal Property, Buildings and Park Elements are important for public awareness, promotion and emergency access. In order to ensure fairness and consistency, naming/renaming or dedicating of municipal property, buildings and park elements will be done according to the following principles:

- a. Aid in the geographical identification of the municipal property, buildings and park elements to assist in emergency response situations
- b. Maintain long-standing local area identification
- c. Understandable to the majority of Windsorites
- d. Give a sense of place, continuity, and belonging and celebrate distinguishing characteristics and uniqueness of Windsor
- e. Unique, avoiding confusion, name duplication and similar sounding names
- f. Not discriminatory, derogatory or political in nature.
- g. Municipal property, buildings and park amenities will not be named after elected officials currently in office
- h. Where a street is named for a person, the adjacent municipal facility/property or park may not necessarily be named for the person
- i. Corporate names will not be used unless a significant financial or other contribution has been made to the City. See section 1.8 below

**NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
INSTRUCTIONS**

1.2 In keeping with the above principles, administration will recommend to Council which of the following criteria will be used to naming/renaming or dedicating of municipal property, buildings and park elements

- a. Geographic location (i.e.) major road, City district
- b. A group or individual who has contributed towards the development of the City of Windsor
- c. Purchased naming rights through a competitive process

1.3 In the case of commemorative or individual naming the following factors will be considered:

- a. The contribution the group or individual has made to the public life and the wellbeing of the City of Windsor:
 - i. Must be perceived as a role model and open to close scrutiny relative to their character, integrity and values
 - ii. Community involvement must be outstanding and renowned.
 - iii. The involvement will have had a dramatic influence/impact on the City/residents over an extended period of time.
 - iv. Contribution including length of service, level of commitment, level of responsibility assumed must be extraordinary
 - v. Have they earned national/international acclaim?
 - vi. In the case of financial gifts, has the donor participated in a large one-time campaign that consumed a minimum of 3-5 years in support of a public venue, or participated in a fundraising campaign in support of a public venue (30-40years/lifetime service)?
 - vii. In the case of service clubs, have they contributed through public service activities in Windsor over multiple years (e.g. 30-40 years)?

1.4 All discussions of naming/renaming or dedicating of municipal property, buildings and park elements will be considered initially at a closed meeting, for the purpose of gaining approval in principle of the majority of Council. In general City administration will bring forward a report for Council containing background information pertinent to one or more suggested names.

1.5 Final decision will be made by Council at a closed meeting and reported publicly at the appropriate time.

1.6 Council retains the right to change any name at any time without notice.

1.7 In the case of purchased naming rights the following additional considerations will apply:

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- a. The significance of the contribution made relative to the construction and/or operating costs of the item being named
- b. The significance of the contribution relative to the market valuation of the naming opportunity
- c. Results of a value assessment
- d. The benefits to and obligations of both the purchaser and the City
- e. The duration of the naming including a specific sunset clause associated with the length of time that the name will be used
- f. Whether the naming agreement can be renewed if a further gift or sponsorship is received
- g. Demonstrated public support for the sale of naming rights of the facility

2. PURPOSE

2.1 The purpose of the policy is to ensure consistency and fairness in the naming/renaming or dedicating of municipal property, buildings and park elements.

3. SCOPE

3.1 This policy applies to all naming/renaming or dedicating of municipal property, buildings and park elements under the jurisdiction of the City of Windsor.

4. RESPONSIBILITY

4.1 Administration is responsible for providing Council with recommendations with regard to the naming/renaming or dedicating of municipal property, buildings and park elements.

4.2 In all cases the Administration will coordinate naming to ensure fairness and consistency.

5. RECORDS, FORMS AND ATTACHMENTS

Records pertaining to the naming/renaming or dedicating of municipal property, buildings and park elements will be retained according to the Records Retention By-law 12599.

6. DEFINITIONS

“**Asset analysis**” is a comprehensive look at the asset’s overall value as it relates to corporate sponsorship or naming opportunities.

“**Commemorative**” naming is usually bestowed to honour an individual. Streets and parks are often named in this way. This honour is not usually negotiated for a fee.

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“**Individual**” naming is generally negotiated as recognition for a donor of funds. It can be commemorative, in the sense that it honours an individual, except there is usually a financial transaction involved.

“**Corporate**” naming is generally negotiated for a specific fee and time period. In addition to recognition on the building, which may include the corporate name and/or logo, the company may receive other marketing or public relations benefits as part of the agreement.

“**Naming rights**” is the right to name a piece of tangible property or an event in exchange for financial considerations, documented in an agreement signed by all parties.

“**Municipal property, buildings and park elements**” include City-owned buildings, rooms and elements within those buildings, parks and elements of parks including walkways, bicycle paths, fountains, squares, gardens, landscape features, bridges, etc.

“**Value assessment**” is a determination of the true value that a sponsor will receive as a purchaser of specified naming rights and may include tangible and intangible benefits.

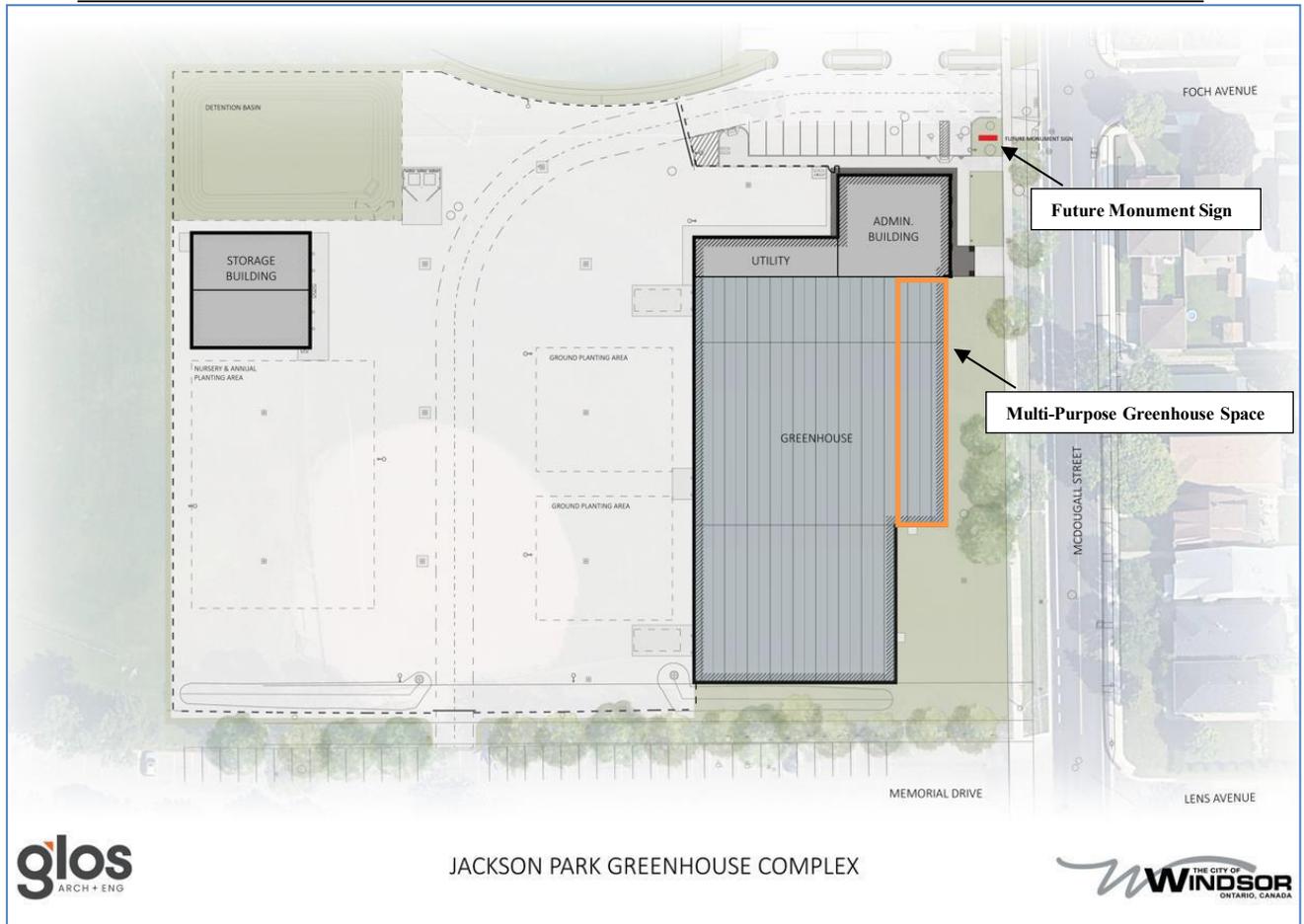
-END OF APPENDIX “E”-

NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX
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APPENDIX “F” – KEY PLAN & SITE PLAN



NAMING RIGHTS OPPORTUNITY – JACKSON PARK GREENHOUSE COMPLEX INSTRUCTIONS



-END OF APPENDIX “F”-