

Sourcing Event Doc 938692
Expression of Interest (“Sourcing Event”)
No. 938692
for
Community Recreation and Culture Naming and
Sponsorship Opportunities Project

**Deadline for
submission of
proposals:**

4:00:00 p.m. Alberta time, December 31, 2024

Contact Person:

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Contact Information:

Corporate Procurement & Supply Services Branch
City of Edmonton
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1. Invitation

1.1. Sourcing Event Overview

1.1.1. The City of Edmonton (the "City") is requesting information from interested parties for the **Naming and Sponsorship rights of a community recreation facility** as further outlined in section 4.1.2; In exchange for the naming right sponsor's cash investment, the City may grant the Naming Right Sponsor recognition through available sponsorship marketing assets. These include naming rights of assets as per mentioned in clause 5.1.2 below. For confirmed naming rights sponsors, a custom developed sponsorship program may be designed with applicable marketing assets that meet the naming right sponsor's marketing goals and objectives as well as budget parameters.

The purpose of issuing this Sourcing Event is to determine the level of market interest;

Interested parties are invited to respond to this Sourcing Event by submitting a response in the format indicated below. Responses should include ideas, information, and recommendations that could result in clarification of the requirements. For further information about the City's requirements, refer to the Attachments to the Sourcing Event section of the SAP Ariba platform

1.1.2. The participant agrees to submit responses only through this SAP Ariba platform or via email to taha.rizvi@edmonton.ca and not to submit responses via any other mechanism including, but not limited to, post, courier, fax, or orally, unless specifically requested by the City. Responses submitted through means other than the SAP Ariba platform, except as specifically allowed by the City, will not be accepted by the City.

1.2. Important Dates

1.2.1. All times referenced in the Sourcing Event Documents are Alberta time, unless explicitly stated to be otherwise.

1.2.2. The City will only consider responses received by the City by the Response Deadline. **Please note that regardless of what SAP Ariba shows as the response deadline, the City will not accept any responses submitted once the "Time remaining" countdown clock in SAP Ariba for this Sourcing Event no longer has any time remaining.**

1.2.3. The Close of Questions is 7 days prior to the Response Deadline.

1.3. No Evaluation

1.3.1. Responses to this Sourcing Event are for information only and will not be evaluated by the City.

1.4. No Contract

1.4.1. No contract will result directly from this Sourcing Event

1.5. Sourcing Event Documents

1.5.1. The Sourcing Event Documents shall be the basis upon which responses are to be submitted.

1.6. Inquiries

1.6.1. All inquiries and questions, including technical inquiries and inquiries regarding the procedure of this Sourcing Event, are to be made via SAP Ariba Event Messages prior to the Close of Questions. Any verbal or written inquiries directed in any other way, other than in any participants conference or pre-submission meeting held pursuant to this Sourcing Event, may not be considered. The City is not obligated to provide responses to any inquiries or questions it receives regarding this Sourcing Event.

1.7. Electronic Posting

1.7.1. Electronic copies of the Sourcing Event Documents, including any addenda added, may only be obtained by participants from SAP Ariba. The electronic version of the Sourcing Event Documents found in SAP Ariba, including any addenda added, is the only official version of the Sourcing Event Documents and the only version sanctioned by the City.

1.7.2. In addition to being found in SAP Ariba, a notice regarding the posting of this Sourcing Event may also be found on the Alberta Purchasing Connection website at: <http://www.purchasingconnection.ca/> & on the City of Edmonton website at: https://www.edmonton.ca/activities_parks_recreation/advertising-opportunities .

2. Instructions

2.1. Definitions

In this Sourcing Event, the following definitions have the following meanings:

- 2.1.1. **"City"** means the City of Edmonton.
- 2.1.2. **"Claim"** means and includes actions, causes of action, claims, cross-claims, third party claims, subrogated claims, claims to rights of subrogation, rights of indemnification, rights of contribution, demands, rights, damages, losses, set-offs, suits, proceedings, judgments, obligations, liabilities, costs (including court costs and lawyer's fees and disbursements), debts, and expenses, including interest, penalties or fines, of every nature and kind whatsoever, at law, in equity, under statute or otherwise, whether now known or unknown; including, without limitation, in contract, tort, or any other legal theory.
- 2.1.3. **"Close of Questions"** means the date and time specified in the Invitation as such.
- 2.1.4. **"Response Deadline"** means the time when the "Time remaining" countdown clock in SAP Ariba for this Sourcing Event no longer has any time remaining.
- 2.1.5. **"Sourcing Event Documents"** means this document as well as all documents attached to this Sourcing Event.
- 2.1.6. **"Sourcing Event"** means the City's request for responses as outlined in the Invitation, Instructions, and Response Preparation and Submission sections.
- 2.1.7. **"Working Day"** means a day other than Saturday, Sunday or a statutory holiday observed in Alberta.

2.2. Sourcing Event Document Instructions

- 2.2.1. The Sourcing Event may be amended by the City at any time by addenda. The changes made to the Sourcing Event will be listed in a separate section within the Sourcing Event. If the City, for any reason, determines that it is necessary to provide additional information or clarification relating to this Sourcing Event, or that any errors, omissions or discrepancies in the Sourcing Event Documents need to be corrected, such will be added to the Sourcing Event Documents as addenda.

- 2.2.2. Addenda added by the City form an integral part of the Sourcing Event Documents and may contain important information, including significant changes to this Sourcing Event. The participant is deemed to have read and accepted all Sourcing Event Documents, including all addenda added by the City. If it is determined by the City that a participant has not read and accepted the Sourcing Event Documents, including all addenda added by the City, that participant's response may be disqualified. The onus is on participants to make any necessary amendments to their responses based on the addenda. Participants are responsible for ensuring that they have reviewed all addenda added.
- 2.2.3. The participant shall not rely upon any oral information provided to it by the City or its representatives.
- 2.2.4. The Sourcing Event Documents are at all times the City's property. A participant shall not use the Sourcing Event Documents for any other purpose than in preparation for and submitting a response. Unless otherwise explicitly indicated, the City owns the intellectual property in all documents that make up the Sourcing Event Documents.

2.3. City Bylaws and Policies

- 2.3.1. Participants are advised that most City Bylaws and Policies are available through the City's website at <http://www.edmonton.ca>.

2.4. Communication

- 2.4.1. The City is not responsible for any failure of the SAP Ariba or Alberta Purchasing Connection websites, though participants are encouraged to notify the City of any website issues. The participant recognizes and accepts and assumes all risks, responsibility, and liability associated with communicating by electronic communications and submitting responses electronically, including, without limitation:
1. the lack of security;
 2. the unreliability of delivery;
 3. the possible loss of confidentiality;
 4. receipt of a garbled, corrupted or incomplete response;

5. unavailability of or inability of the participant to access or use the SAP Ariba or Alberta Purchasing Connection websites or any part thereof;
6. incompatibility between the sending and receiving equipment;
7. delay in transmission or receipt of the response;
8. illegibility of the response; or
9. inability to upload or download documents or the corruption of documents uploaded or downloaded.

participants are responsible to ensure that information they send is received in its entirety within any relevant time limit specified in this Sourcing Event.

- 2.4.2. Participants, their employees, agents, advisors and representatives must not engage in any form of political or other lobbying of any kind whatsoever to attempt to influence the outcome of this Sourcing Event. Without limiting the generality of the foregoing, a participant, its employees, agents and representatives must not contact or attempt to contact, directly or indirectly, at any time during the Sourcing Event, any of the following on matters related to the Sourcing Event, the Sourcing Event Documents, or a participant's response:
 1. any member of the Evaluation Committee;
 2. any advisor to the City or the Evaluation Committee;
 3. any City employee, agent, or representative, except using SAP Ariba Event Messages; or
 4. Edmonton's Mayor or City Councillors.
- 2.4.3. For the purposes of the Electronic Transactions Act, SA 2001, c E-5.5, the City hereby consents to accept communication and responses in electronic form through SAP Ariba, in accordance with the Sourcing Event Documents.
- 2.4.4. participants will not engage in unethical, disrespectful, discriminatory, or criminal behaviour and are expected to notify the City using SAP Ariba Event Messages if they witness practices that are counter-productive to the fair operation of the Sourcing Event.

2.5. Freedom of Information and Protection of Privacy Act

2.5.1. All documents submitted to the City will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25 ("FOIP Act"). The FOIP Act allows persons a right of access to records in the City's custody or control. It also prohibits the City from disclosing the participant's personal or business information where disclosure would be harmful to the participant's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of the FOIP Act. A copy of the FOIP Act can be obtained from the Government of Alberta's Queen's Printer website. Participants are encouraged to identify what portions of their responses are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure participants that any portion of a response can be kept confidential under the FOIP Act if the City is required to disclose any such record as a result of a direction by a regulatory authority pursuant to the FOIP Act. Participants are advised that their responses will, as necessary, be disclosed on a confidential basis to advisers retained by the City to advise or assist with the Sourcing Event, including with the evaluation of responses.

2.6. No Evaluation

2.6.1. Respondents are specifically requested not to submit price proposals other than high-level cost estimates for City budget purposes, or information about their qualifications or experience.

2.7. No Obligation to Advise

2.7.1. If subsequent related sourcing events are issued, the City will be under no obligation to advise any participants responding to this Sourcing Event. Interested parties are advised to monitor the APC website (www.purchasingconnection.com) for any such opportunities, which will not be restricted to those suppliers who submitted a response to this Sourcing Event.

2.8. Limitation of Liability

2.8.1. By submitting a response, the participant agrees that:

1. neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any

circumstances, for any Claim arising out of this Sourcing Event or the City's exercise of any of its rights under this Sourcing Event, including but not limited to costs of preparation of the response, loss of anticipated profits, loss of opportunity or for any other Claim; and

2. the participant waives any right to or Claim for any compensation of any kind whatsoever from the City or any of its employees, officers, agents, elected or appointed officials, advisors or representatives, including but not limited to Claims for costs of preparation of the response, loss of anticipated profits or loss of opportunity by reason of the City's decision not to accept the response submitted by the participant, to enter into an agreement with any other participant or to cancel this response process, and the participant shall be deemed to have agreed to waive such right or Claim

2.9. Reservation of Rights

2.9.1. In addition to any other express rights or any other rights that may be implied in the circumstances, the City reserves the right, in its sole discretion, to exercise any or all of the following rights, to:

1. make public the names of any or all participants;
2. request written clarification or the submission of supplementary written information in relation to the clarification request from any interested party;
3. verify with any participant or with a third party any information set out in a response;

2.10. General

2.10.1. This Sourcing Event shall be construed in accordance with the laws of the Province of Alberta, and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under this Sourcing Event.

3. Requests for Further Information

3.1.1. The City may request information from a participant or from third parties in order to verify, clarify or supplement the information provided by the participant without becoming obligated to seek further information from or about other participants.

- 3.1.2. The City may also gather additional information independently, including and without limitation, by reviewing trade journals and consumer reports and references known to the City, regarding a specific response or the subject of this Sourcing Event generally.
- 3.1.3. The City may seek further information from or about some participants without becoming obligated to seek further information from or about all participants.

4. Response Preparation and Submission

4.1. Cost of Response Preparation and Submission

- 4.1.1. The preparation and submission of, and all discussions or other proceedings relating to, a response will be conducted at the sole cost of the participant. The City will not be responsible for any costs incurred by a participant in the preparation or submission of a response, including any costs incurred by the participant to attend meetings or make presentations relating to its response.

4.2. File Format

- 4.2.1. All files included in responses must be submitted in file formats that can be opened by Adobe Acrobat Reader or the Google productivity suite, Google Workspace, unless otherwise instructed in the Sourcing Event.

5. Background Information and Requirements

5.1. Background

5.1.1. On October 5th, 2020 Edmonton City Council granted an exemption from the existing Facility Name Sale policy (C477A) prohibiting the sale of existing facility Naming rights and approval was given for the Administration to pursue Naming and Sponsorship Agreements of select recreation facilities as noted (but are not are limited to):

- The Meadows Community Recreation Centre
- Clareview Community Recreation Centre
- Terwillegar Community Recreation Centre
- Lewis Farms Community Recreation Centre

The City of Edmonton intends to enter a Naming and Sponsorship Agreement with a business or organisation that strategically aligns to the City of Edmonton's goal of being an equitable, innovative, vibrant, and healthy city.

5.1.2. Currently, the City is looking to garner interest for the naming and sponsorship agreements for:

- The Meadows Community Recreation Centre
- Clareview Community Recreation Centre
- Lewis Farms Community Recreation Centre (upon completion)

5.2. Facility Information

5.2.1. The Meadows Community Recreation Centre (2704 17 St NW, Edmonton, AB)

- Approximately 1.1 million visitors annually
- LEED® Silver Certified community recreation centre
- Two NHL-sized indoor rinks with spectator seating.
- A gymnasium with an 11-metre high ceiling, spectator seating, with option for a divider curtain.
- A fitness centre with cardio area, specialty fitness studios, and a 235m walking/jogging track.
- An aquatic centre with leisure pool, 25-metre 10-lane pool, various diving platforms, waterslide, whirlpool, and steam room.
- Outdoor amenities including ball diamonds, multi-use court, and leisure ice during winter.
- Edmonton Public Library within the centre, which features an outdoor

reading garden.

5.2.2. Clareview Community Recreation Centre (3804 139 Ave NW, Edmonton, AB)

- Approximately 800,000 visitors annually
- LEED® Silver Certified community recreation centre
- Two indoor rinks, one Olympic and one NHL sized, with spectator seating.
- An oversized gymnasium with spectator seating, with option for a divider curtain.
- A fitness centre with cardio area, specialty fitness studios, and a walking/jogging track.
- A salt water aquatic centre with leisure pool, 25-metre 8-lane pool, various diving platforms, waterslide, Lazy River, and steam room.
- Outdoor facilities include seven sport fields highlighted by a FIFA 2 Star artificial turf soccer and football field.
- Edmonton Public Library within the centre

4.2.3 Lewis Farms Community Recreation (planned amenities)

- Total Square Footage =221,686
- Edmonton Public Library within the centre
- Aquatics area including - 10 lane x 25 m pool, dive tower, slide, leisure pool, whirlpool, steamroom
- Fitness Centre – 17,000 sq. ft.
 - 6000 sq for cardio machines,
 - 3000 sq for strength resistance and free weights
- Two gyms, 1 main court and 2 cross court basketball courts
- Running track 3 lane, 220 m
- Two indoor rinks, with spectator seating for 500 & 200
- Three commercial retail spaces
- Indoor playground and dedicated seniors, multicultural, youth and children spaces

6. Response Requirements

6.1. Participants are requested to provide a concise and focused response to this Sourcing Event. Responses are requested in the following format:

- a) Name the document "**Expression of Interest - Community Recreation and Culture Naming and Sponsorship Opportunities Project**" on your submission;
- b) Desired recreation facility the organisation wishes to express interest in as

- identified in Section 4.1.2;
- c) Company and/or group profile. This includes name, products, market reach, location of office(s), length of time in business, with numbers and types of staff; social initiatives
 - d) Identify your overall marketing goals and objectives & key target audiences
 - e) Proposed timeline for initiation and possible length of partnership
 - f) Provide any other information you would like the City to consider with regard to your proposed interest in Naming and Sponsorship Partnership.
- 6.2. For clarity, the City is not seeking this information in order to preclude competition in any subsequent sourcing event(s) which may follow this Sourcing Event.
- 6.3. Participants are to submit their response in the SAP Ariba platform in the Response Submission section or via email to taha.rizvi@edmonton.ca