

KITSAP COUNTY
REQUEST FOR PROPOSALS
KITSAP PAVILION NAMING RIGHTS

2011-116



Office of Strategic Financial Planning
Purchasing and Records Management Division
614 Division Street MS 07
Port Orchard, Washington 98366



Kitsap County Parks & Recreation
Request for Proposal (RFP) 2011-116
Kitsap Pavilion Naming Rights

Proposal Due Date: Monday, April 18, 2011

DUE: Monday, April 04, 2011 @ 3:00 PM

Kitsap County is seeking proposals from vendors interested in the naming rights of the Kitsap Pavilion. This is an opportunity to benefit from exposure to our nearly 286,000 annual guests, being mentioned by name on all promotional items and other printed information as well as featured on the Parks & Recreation website at www.kitsapgov.com/parks. It will also gain a substantial amount of free press from area media outlets during the Kitsap County Fair and other events through out the year. The contract length is (5) five years.

Proposal Requirements

1. The Vendor must enter into a contract (sample attached) with the County guaranteeing annual naming rights, payments and other terms and conditions as may be required.
2. The Vendor must be willing to pay for the signage of which the design will be mutually agreed upon by the successful vendor and the Board of County Commissioners.
3. Proposals must be submitted by the closing date of March 28, 2011 at 3:00 PM, PST. Proposals received after this date and time will not be considered.

Rating Criteria

The following will be considered during the evaluation process:

1. Submitted letter of intent.
2. Your company/organization must be a reputable business as determined by the Board of County Commissioners. The County will not permit naming after an individual or family (e.g., "John Jones Exposition Center" or "Jones Family Exposition Center" will not be permitted) only a business or organization.
3. The Vendor must be able to provide proof that their organization or company can meet the financial obligations of its proposal.
4. References.

Submittal of Proposals

Proposals must be received in the Purchasing Office no later than Monday, April 04, 2011 at 3:00 pm. Please send six (6) copies to:

MAIL:
Kitsap County Office of Strategic Financial Planning
Purchasing Division
614 Division ST MS 07
Port Orchard, Washington 98366

OR

HAND DELIVER:
Kitsap County Administration Building
Room #419 - Fourth Floor
619 Division Street
Port Orchard, Washington

If you have any questions regarding the proposal, please contact Frank Abbott at fabbott@co.kitsap.wa.us or 360-337-5375. If you have questions regarding the proposal process, please contact rorr@co.kitsap.wa.us or 360-337-4410.

NAMING RIGHTS AGREEMENT

Kitsap County, 614 Division Street, Port Orchard, Washington, 98366 (County) and _____, enter into this Agreement for the services described below.

Background

The Board of County Commissioners adopted Resolution #010-2005, which established policy 310.7 Guidelines for Naming Rights and Exclusive Sponsorship of County Facilities. Staff solicited proposals for such naming rights and the _____, plans with good faith negotiations to execute naming rights to the Kitsap Pavilion.

In consideration of the following promises, covenants and conditions, the parties mutually agree as follows:

1. Term

The Contractor will enter into a five year collaboration with Kitsap County, with annual reviews. Upon review, if progress is deemed inadequate or requirements not met, naming rights could be renegotiated.

2. Financial Commitment

The _____ will provide an annual commitment of _____, monthly during the duration of the agreement.

3. Signage

The _____ will provide adequate signage, with final approval by Kitsap County Parks and Recreation, on the established site and building. The signage will include, but is not to be limited to, the new outside sign, the exterior of the building, the interior of the building, and directions signs. The _____ expects its company logo to be displayed at the selected location in exchange for its annual financial commitment.

4. Promotion

The _____ will provide an appropriated logo to be used with all signage and incorporated in all marketing pieces, and other collateral associated with the naming rights of the Pavilion and its scheduled annual events.\

5. Kitsap County and Vendor Representatives

_____ will represent Kitsap County in all matters pertaining to the services and materials to be rendered under the Agreement. Any questions should be directed to this representative. The _____ designee will represent their company in all matters pertaining to services and materials rendered under this agreement.

6. Compliance with laws

The Contractor shall comply with the rules governing use of the premises and all other applicable federal, state, county and city laws and regulations.

7. Nondiscrimination

Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin, ancestry, sex or age. Contractor shall comply with the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.

8. Independent Contractor

Contractor shall furnish services as an independent Contractor and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant. Contractor is customarily engaged in private and independent business of the same nature as that performed under this Agreement, and Contractor is and will continue to be free from the control or direction of County. Contractor is and will continue to be free from the control or direction of County. Contractor represents that it maintains a separate set of books, accounts, and records that reflect all items of income and expense of the business performed hereby, and of all similar and related business activities performed by the Contractor.

Contractor maintains a separate place of business, serves clients other than County, and will report all income and expenses accrued under this Agreement with the Internal Revenue Service on Schedule C. Additionally, Contractor has a tax account with the State of Washington Department of Revenue for payment of all sales and use, and Business and Occupation taxes collected by the State of Washington.

Contractor acknowledges that it is entitled only to the compensation expressly stated in this Agreement, Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Kitsap County employees. Contractor will defend, indemnify and hold harmless County, its elected and appointed officials, officers, agents or employees from any loss or expense. This includes, but is not limited to settlements, judgments, set offs, attorneys' fees or costs incurred by reason of claims or demands arising in connection with the provision of this paragraph.

9. Hold Harmless

The Contractor shall protect, save harmless, indemnify and defend, at its own expense, Kitsap County, and its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement. This includes claims by the Contractor's employees or third parties, except for those damages caused by the sole negligence or willful misconduct of Kitsap County, its elected or appointed officials, officers, employees or agents.

10. Non-Waiver

The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

11. Binding Effect

The Agreement is binding on parties, their assigns, subcontractors and legal representatives.

12. Integration

This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Modification

This Agreement may be modified or amended only upon the written agreement of the parties executed with the same formalities required for the execution of this Agreement.

14. Termination

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interest of the County. The County may terminate the Contract upon giving the Contractor ten (10) days written notice. A right of no-fault termination will be mutually available beginning the third year. The Vendor will have an obligation to remove all signage within sixty (60) days of termination of this agreement.

The Vendor also may terminate the contract based on the above factors.

15. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.

16. Venue

This contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

17. Extraneous Representations

Contractor has read and understands the whole of the above contract and states that not representation, promise, or agreement not expressed in this contract has been made to induce Contractor to enter into it.

DATED this ____, day _____, 2011