



Contract 3297P

Development of a Marketing Strategy for the Richmond Olympic Oval

1. Introduction

The City of Richmond proposes to engage the services of a Consultant to develop a marketing strategy for the Richmond Olympic Oval (the Oval).

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Five (5) copies of proposals marked “**Development of a Marketing Strategy for the Richmond Olympic Oval - Contract 3297P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:00 pm, Local Time on Wednesday, October 8th, 2008. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a proposal.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating

in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3. Negotiations

3.1 The award of the contract is subject to negotiations with the lead proponent including, but not limited to, the following:

- a) Changes or work refinements in the service requirements or scope of work proposed by the proponent.
- b) Price – if directly related to a change or refinement in the proposed scope of work proposed by the proponent.
- c) Specific Contract details as deemed reasonable for negotiation by the City of Richmond.

3.2 If a written contract cannot be negotiated within 30 days of notification to the lead proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

4. Enquiries

4.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

4.2 Technical clarification shall be directed to:

Technical

Gerry DeCicco
Manager, Oval Sport & Business
Administration
City of Richmond

Telephone: 604-247-4689
E-mail: gdecicco@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

5. Project Overview

To ensure that the Oval's programs and services attract and retain customers as well as create a sustainable competitive advantage in sport, fitness and wellness in Canada, a comprehensive marketing plan for 2009-2011 is required.

The successful proponent (the Consultant) will be required to develop a marketing plan which provides a clear vision for the Oval's marketing activities, including key strategies and actions, as well as recommendations for measuring the success of its marketing activities.

The marketing plan for the Oval will be developed in a three-phased approach:

1. The first phase will be to develop a short term marketing plan, which must be easy to implement in a relatively short time period. The plan must take into account the activities immediately following the opening of the Oval building to the public and must begin to create a solid foundation for marketing the Oval. This plan should include a SWOT Analysis (defined in the next section), strategies and actions to increase awareness and participation, and strategies and actions to build and foster relationships with local organizations. Key accomplishments for the first phase must also include:
 - i. The development of a key messaging and communication strategy,
 - ii. the launch of a pricing and product strategy, and
 - iii. the identification of target markets for the Oval.

The first phase of the marketing plan will take place from the time the contract is awarded until approximately December, 2009.

2. The second phase will be to develop a marketing plan which focuses on three periods: pre 2010 Games, during the Games and post 2010 Games (legacy phase).
3. The third phase will be to develop recommendations on the marketing staff complement for the Oval (i.e. staff required, job descriptions, compensation levels, budget considerations).

6. Project Goals

Specific multi-year recommendations that must be achieved by the marketing plan include:

1. Identification of target market priorities, complete with consumer and demographic profiles and marketing strategies to reach these markets.
2. Identification of significant external demographic factors, market research, environmental, technological and social trends that may influence marketing strategies for the Oval.

3. A SWOT (strengths, weakness, opportunities and threats) analysis. This needs to consider partners, community support, capacity, accessibility and the interests of the community's various demographic segments in order to access actionable marketing opportunities.
4. Identification and profile of existing and potential competitors.
5. Development of guidelines to enhance marketing strategies with priority attention to branding, sponsorship, permission-based marketing, display of Oval marketing materials and collateral.
6. Identification of data collection methods, market research, and evaluation processes including a customer satisfaction component in order to evaluate marketing initiatives and establish new marketing directions.
7. Development of comprehensive Oval marketing sub-strategies, including but not limited to:
 - i. Positioning the Oval as a multi-use facility which fosters athletic development, community fitness and wellness and recreational use.
 - ii. Increasing awareness of all of the Oval's programs and services through promotion and marketing.
 - iii. Promoting the building's facilities and merchandising programs.
 - iv. Providing educational outreach to the community.
 - v. Implementing recommendations from previously conducted market research and recommended fees.
 - vi. Integrating the City's 2010 communications strategies.
 - vii. Integrating the Sport Hosting/Sport Tourism and Sponsorship strategies.
 - viii. Maximizing the use of technological resources available.
 - ix. Considering innovation in marketing strategies where possible.
 - x. Creating and/or strengthening key partnerships with opportunities to coordinate marketing efforts and cross-promote programs and services.
 - xi. Identifying potential sponsorship and fundraising and resource development opportunities.
8. Specific strategies and actions for marketing the core business functions (sport, fitness and wellness) as well as a destination for sport and cultural events. Each of these areas should include:
 - i. Identification of key staff to which these strategies would be assigned.
 - ii. Training requirements.
 - iii. Timelines.

iv. Dedicated Budget.

9. Development of marketing job specifications, training requirements, compensation standards and appropriate staffing structures (Phase 3).

7. Project Background

The Richmond Olympic Oval (the Oval) will be the legacy configuration of the Richmond Speed skating Oval after the 2010 Winter Olympic and Paralympic Games. It will serve as an international multi-use facility which fosters athletic development, community fitness and wellness and recreational use. More broadly, the Oval will be:

- a flexible, multi-sports facility with year-round opportunities for winter and summer sport athletes from “playground to podium” including ongoing capacity for speed skating;
- a premier facility and community for athletes to train, work and pursue education;
- a high performance sport and community wellness centre that promote the benefits of sport and physical activity;
- a venue that will be a hallmark for sustainability and accessibility in a superb natural, yet urban setting and
- a community-based facility that will benefit a broad spectrum of users locally, provincially, nationally and internationally from playground to podium.

Building Information

The Oval will be designated as a Leadership in Energy and Environmental Design (LEEDS) Silver building, in which environmentally sustainable operations will be practiced throughout.

The Oval will be a premier waterfront destination, situated beside *River Green*, an elegant waterfront residential development “with dramatic waterfront and mountain views, and ample parkland with cafés, waterfront restaurants, and shops dotted along a winding waterfront promenade”¹.

Retail and commercial facilities that are compatible with the Oval’s activities and with the surrounding neighbourhood will be part of the building. A search for tenants is in progress currently, with the aim to activate these tenants after the 2010 Games.

Building Features

The Oval will be a multi-use facility with a focus on sports, fitness and wellness.

¹ For more information on *River Green*, please see <http://www.aspac.ca/rivergreen.html>

The street level will include the athlete development centre, the sport sciences and sports medicine centres, high performance support services and multipurpose space.

The activity level will include an indoor running track, eight gymnasia and two Olympic-sized ice rinks as well as fitness studios, a paddling centre, multi-purpose and program space.

The mezzanine will include an 18,500 square foot fitness centre with three activity zones, and training support.

Information Technology Applications and Tools

A key component of the marketing and communications tools will be the state-of-the-art Audio Visual technology and technical infrastructure. The Oval will have an internal digital signage system including:

- Two (2) 50inch 1080P HD plasma screens (side by side) over the reception counter facing west entry corridor.
- Four (4) 65inch 1080P HD plasma screens (side by side) on an overhead bulkhead facing south into centre of main lobby space.
- Three (3) 50inch 1080P HD plasma screens (vertical stack) on a glass clad elevator shaft facing south into east portion of main lobby.
- A digital signage server & six player PC's allowing six concurrent unique video images sent to any of the plasma screens described above. Such images which can be shown on a High Definition capable computer monitor will appear on these screens (e.g. pictures, video clips, movies, and advertising, including rolling banners).

All of this content is programmable in advance, and in real time as required²

There may be additional equipment remaining from the 2010 Games that is put to use (e.g. overhead screens in hallways and concession areas).

- *Microsoft Office 2007* will be used in the staff offices at the Oval.
- A website will be developed for information, marketing and promotion of the Oval.
- All registration for Oval fitness and wellness programs will be administered on the *Active Software Program*³

Core Functions of the Oval

A sport and wellness philosophy will be reflected in the core functions of the Oval. The marketing strategy must be focused on attracting and retaining a wide variety users and

² For information on the digital signage software that will be used, please see ftp://ftp.panasonic.com/pub/Panasonic/Drivers/Systemintegration/NMstage_brochure.pdf

³ For information on the Active Network, please see <http://www.activenetwork.com/>

visitors that will visit the Oval as a participation and spectator venue as well as a destination. As such, the core functions for the Oval will be:

1. To provide high-quality fitness and wellness

The Oval will foster a “playground to podium” culture in which athletes of all ages and abilities can train, side by side. Fitness and wellness programs and facilities will be offered in an inclusive environment, providing options for persons of all ages and abilities - children will develop life long fitness and wellness habits while seniors will reap the benefits of fitness programs tailored to their specific needs.

2. To host sport and cultural events

The Oval will be a spectator venue which will satisfy a need in Metro Vancouver for venues that can accommodate mid-sized sport and cultural events for 3,000 – 3,500 spectators. Proximity to the United States border, Vancouver Downtown and the Vancouver International Airport will be a key geographic advantage for hosting events at the Oval.

3. To be a destination

Building on the Oval’s geographic advantages, the Oval will be a destination in which visitors can gather and retreat. Cafés, boutiques and beautifully manicured grounds will encourage visitors to stay and open air concerts held on the grounds will encourage them to return.

Organizational information

The Oval will be operate as a private corporation governed by a board of directors. A Chief Executive Officer and a General Manager will oversee the operations of five distinct functional divisions:

1. Fitness and Wellness,
2. Sport and Event Services,
3. Facility Operations,
4. Finance and
5. Marketing Services.

The Oval will have a base staffing complement of 250 people at any one time. This will be a combination of:

- 246 Auxiliary Employees,
- 37 Full Time Employees,
- 19 Part Time Employees.

The Oval Corporation will work with in partnership with the following groups in delivering services:

- City of Richmond,
- Sports Medicine Council of British Columbia,
- Canadian Sport Centre Pacific,
- School District No. 38, Richmond and
- Richmond's Community Partners.

Key Milestones for the Oval

- The base staffing complement should be established by the middle of November, 2008.
- The building construction will be completed by the middle of December, 2008.
- Registered programs will be available to the public in January, 2009.

Please refer to the *Olympic Oval Backgrounder* for further information, including a comprehensive backgrounder.⁴

8. Consultant Duties

The specific duties of the Consultant will be confirmed upon award of the contract to the successful proponent and will be based on the duties outlined in the methodology, for phases 1, 2 and 3, included with his or her proposal. As such, all proponents should understand that they are required to propose what they believe to be the best methodologies to accomplish the goals stated in this RFP, in consideration of the background information provided.

9. Deliverables

Upon project completion, the Consultant will submit to the City:

- A minimum of two formal presentations (for each phase) to the Board and Business Planning Steering Committee of the Oval Corporation;
- Two (2) copies each of the interim and final reports for each phase of the strategy and one (1) electronic copy in original software format (not PDF;)

⁴ The Richmond Oval Project Overview web page is accessible at this link:
<http://www.richmond.ca/discover/events/oval/oval.htm>

- A formal report of the completed, comprehensive strategy, with clear demonstration that it has achieved all of the Project Goals in section six of this RFP;
- Six (6) colour hard copies of the formal report and one (1) electronic copy in original software format (not PDF;)
- All background, research and resource lists, and any applicable database in original software format (unless otherwise mutually agreed), minutes of meetings and workshop results, survey summaries and analyses, etc.

10. City Provided Items

The City will provide to the Consultant:

- The business strategy and market analysis for the Richmond Olympic Oval
- 2010 Communications Strategy
- Community of Excellence Strategy
- Market Research and Fees Strategy
- Middle Arm Strategy;
- Oval Gateway Market Positioning Strategy;
- Oval High Performance Strategy
- Parks, Recreation & Cultural Services Plan (2005-2015);
- Parks, Recreation & Cultural Services Marketing Plan;
- Richmond Arts Strategy;
- Richmond Major Events Strategy;
- Richmond Olympic Oval Sponsorship Strategy
- Richmond Waterfront Strategy.
- Staff Liaison.

11. Project Schedule

Milestone	Date
Phase 1 (Short Term Plan)	
Contract awarded to Successful Proponent	November 1, 2008
Interim progress report submission from Consultant	November 21, 2008

Milestone	Date
Phase 1 (Short Term Plan)	
Final report submission from Consultant	December 21, 2008
Presentations scheduled	First Business Day of January 2009.
Phase 2 (Long Term Plan)	
Commencement	January 2009
Interim progress report submission from Consultant	March 2009
Final report submission from Consultant	June 2009
Presentations scheduled	July 2009
Phase 3 (Marketing and Budget Allocation and Resources Recommendations)	
Commencement	January 2009
Interim progress report submission from Consultant	February 2009
Final report submission from Consultant	April 2009
Presentations scheduled	May 2009

These are estimated dates only and the City reserves the right to change these dates as required by the progress of each phase.

12. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of experience in developing marketing strategies such as the one required by this RFP. The successful proponent will have demonstrated experience in developing such strategies which balanced the needs and interests of many partner organizations within a political environment.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project. This will clearly outline the roles and responsibilities of each team member with regard to Oval marketing Strategy.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.

- A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology, for all three phases of the project, complete with a time allotment for each identified task proposed to carry out the work; this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

13. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

Proponents may include their standard terms of engagement.

14. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision,
- Project Methodology,
- Team Composition – Experience and Qualifications of those staff to be assigned to the project,
- Project Deliverables,
- Value for Money,
- References and
- Interview (if required).



City of Richmond
Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

3297P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present strategyt loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments		Firm Name
		Address
		City
		Province Postal Code
		Telephone Number



This Agreement dated the ☼ day of September, 2008, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Consultant")

Whereas:

- A. The City is ☼ (the "Event or Project");
- B. The City requires a ☼ the Event or Project;
- C. The City issued a Request for Quotation☼ for the supply and delivery of ☼;
- D. The Consultant is willing and prepared to deliver ☼;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼
- f) ☼

- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$✖ plus GST per ✖ for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 2.2. Once per month, commencing no sooner than ✖, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ✖ (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ✖ targets:
 - ✖
- 3.2. The Consultant agrees to comply with following project deadlines:
 - ✖
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. No Promotion Of Relationship with the City or the 2010 Olympic and Paralympic Winter Games.

12.1. The Consultant shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform the Consultant's obligations under the terms of this Agreement).

12.2. Furthermore, the Consultant undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, The Consultant shall not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Host City", "Olympic" or "Olympics", and shall not use any official emblem, logo or mascot of the 2010 Games, in any Communications, without the express prior written consent of the City, which may be unreasonably withheld.

13. Related Companies

13.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

14. Term

14.1. This agreement is valid for the period commencing ☼ and ending ☼ (the “Expiration Date”), or such later date as may be mutually agreed upon.

15. Termination

15.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks’ written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

15.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

16. Notices

16.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

17. Feminine/Masculine

17.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

18. General

18.1. This Agreement may be amended upon mutual agreement of the parties in writing.

18.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

18.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

Consultant

City of Richmond



City of Richmond

6911 No. 3 Road, Richmond, BC V6Y 2C1
Telephone 604-276-4000
www.richmond.ca

September 19, 2008
File: 3297P

Business & Financial Services Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

**Re: Request for Proposal 3297P – Marketing Strategy for the Richmond Olympic Oval
Addendum 1**

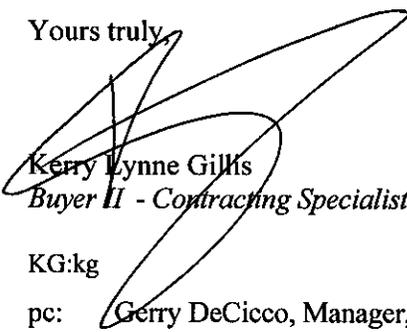
We have received questions and comments related to this Request for Proposal (RFP). This addendum lists the questions we have received, together with our answers. This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in preparation of your submissions:

Q.1 Can any guidance be provided with respect to the maximum budget available to prepare the Oval's Marketing Plan as described in RFP 3297P?

A.1 The City has given all potential proponents the opportunity to propose the most appropriate methodologies to accomplish the goals of this comprehensive strategy. As such, proponents are also presented with the opportunity to propose the most reasonable fees to complete the proposed methodologies.

We ask that you include with your priced methodology a fee schedule, itemizing the costs of each task for each phase of the strategy. The City will use this information to determine which tasks are critical and which tasks may be eliminated and will negotiate the project tasks, for each phase, with the selected proponent.

Yours truly,



Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Gerry DeCicco, Manager, Oval Sport & Business


RICHMOND
Island City, by Nature



City of Richmond

6911 No. 3 Road, Richmond, BC V6Y 2C1

Telephone 604-276-4000

www.richmond.ca

October 2, 2008

File: 3297P

Business & Financial Services Department

Finance Division

Telephone: 604-276-4218

Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

**Re: Request for Proposal 3297P – Marketing Strategy for the Richmond Olympic Oval
Addendum 2**

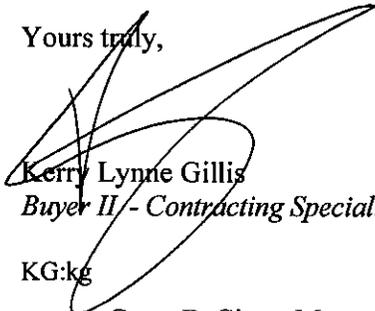
We have received questions and comments related to this Request for Proposal (RFP). This addendum lists the questions we have received, together with our answers. This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in preparation of your submissions:

Q.1 Just to confirm, you want a proposal outlining the cost of the preparation of the plan as opposed to any of the costs involved regarding the implementation of activities outlined in that plan i.e. advertising, preparation of collateral material etc?

A.1 At this point, all proposals must outline the costs to prepare the plan, including all phases.

However, the finished plan, completed by the successful proponent, will include budget recommendations for marketing materials, advertising and staffing costs, etc., as appropriate to each phase.

Yours truly,


Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Gerry DeCicco, Manager, Oval Sport & Business


RICHMOND
Island City, by Nature