



2021

Request for Presenting
Farmers Market Sponsorship



City of Lenexa

Request for Sponsorship (RFS)

The City of Lenexa, Kansas ("City"), is seeking proposals from individuals or entities interested in becoming a Farmers Market Presenting Sponsor 2021. The City of Lenexa's Parks and Recreation Department presents the Lenexa Farmers Market which opened in 2018 with much success and looks forward to continued growth in 2021. The market is adjacent to the Lenexa Rec Center, Lenexa Public Market, Lenexa City Hall, Park University and the Johnson County Library. All are a part of the Lenexa City Center which is a dense, mixed use development. The market has easy access for patrons from the I-435, I-35, K-10 transportation corridors. There are over 149,000 households within a 15-minute drive time to the market. We have regular patrons from Lenexa, Shawnee, Olathe and Overland Park. Presenting Sponsorships require a minimum cash or in-kind payment equal to or greater than the amounts established by the Director of Parks and Recreation provided on page 7 of this RFS.

The City offers sponsorship opportunities as an important tool to enhance and improve the Farmers Market for citizens and visitors of Lenexa while helping to offset the costs of offering such a market. In addition, these sponsorships provide opportunities for community involvement by local businesses who desire to support and be associated with City programs. Prior to submitting a proposal, interested individuals or entities are advised to read the City Sponsorship Policy, Governing Body Policy Number GB-Gen-1, in its entirety. For your convenience, a copy of the City Sponsorship Policy has been included in the appendix. The City is not obligated to review any proposal submitted and may accept or reject any proposal which does not meet the criteria of the City Sponsorship Policy.

Contact Person

All inquires concerning this Request For Farmers Market Sponsorship (RFS) should be directed to:

Jenny Doty, Recreation Supervisor
Lenexa Parks and Recreation
17201 W. 87th St. Pkwy
Lenexa, Kansas 66219
913-477-7132 or 913-477-7150/FAX
jdoty@lenexa.com

Deadlines for proposals

E-mailed proposals will be received by Jenny Doty at the e-mail address listed below until Friday, January 1, 2021 at 5:00 p.m. Each e-mailed proposal must list "Proposal for Sponsorship - Presenting" in the subject line.

E-Mail Address

Submit all questions and proposals electronically via e-mail to jdoty@lenexa.com.

Benefits of Farmers Market “Presenting” Sponsorship

Subject to availability, the City will provide the following benefits to the company selected as a Farmers Market “Presenting” sponsor:

Benefits For Farmers Market Presenting Sponsor

Market Days

- Total of 42 market days
- Saturdays, April 24-October 30, 8 a.m.-12 p.m.
- Tuesdays, June 1- August 31, 9 a.m.-1 p.m.
- The sponsorship does not include the holiday farmers markets.

Logos

- Company name and/or logo associated with the farmers market in promotions and publications *The Lenexa Farmers Market presented by “Your Company.”*
- Company name placed prominently on information pieces and collateral material. *This may include, but is not limited to, media advertisements, postcards, newsletters, program guides, press releases and general City events/publications in which the Farmers Market is promoted*
- Company name or logo on the event give-away

Banner

- Company banner prominently displayed on-site, on market days.
- Company will provide banner no larger than 10’x6’
- The banner shall not include any message, advertisement or other content prohibited by the City Sponsorship Policy.
- City may reject a Banner which is not in accordance with the City Sponsorship Policy

Promotion

- Opportunity to place company’s product in participant gift bags.
- Recognition via PA announcements at the farmers market.

Booth

- Booth will be (10’x10”) with location determined by market staff. Booth could move throughout the season depending on market events.
- Sponsor provides tent, table and chairs

Additional Benefits

- Company’s exclusive presence at the farmers market within the company’s product or service category. *No other companies will be allowed to sponsor the farmers market if they provide a similar product or service to that of the presenting sponsor(s). Companies with unrelated products or services will be present.*
- Recognition at a Lenexa City Council meeting
- Recognition on www.lenexa.com as the “Presenting” sponsor for the Farmers Market

Please include your proposal requests for other benefits that best meet your needs. The City will consider all reasonable requests but is under no obligation to approve any benefit other than those set forth above.

The City is under no obligation to approve or accept any Sponsorship Proposal and reserves the right to exercise full discretion and editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages in accordance with the terms of the City Sponsorship Policy.

PROPOSAL REQUIREMENTS

All proposals for sponsorship must meet the requirements of the City Sponsorship Policy. The proposal must include a summary of the benefits and associated values provided by the company to the City, in return for sponsorship rights for the Farmers Market in 2021.

BASIS FOR AWARD OF SPONSORSHIP

Sponsorships will be awarded to the successful respondent (“Sponsor”) that submits the proposal that, in the City’s sole discretion, best benefits the City and the participants/attendees at the Farmers Market and is in accordance with the City Sponsorship Policy. This may include, but is not limited to product giveaways, cash investment, past experience working with the Sponsor, the Sponsor’s reputation in the community, and avoidance/acknowledgement of any conflict of interest. In accordance with the City Sponsorship Policy, the value of In-kind payments are measured by their fair market value. At the time of application, the Sponsor shall document in writing the valuation of the goods or services to be provided. The Parks and Recreation Director has established the following minimum sponsorship fee for Presenting Sponsor:

Farmers Market – Presenting Sponsor \$5,000
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Sponsors who desire to make a full or partial in-kind payment of the Sponsorship fee, rather than cash, the value of the in-kind payment will be deemed 50% of the fair market value as documented by the Sponsor. Please specifically list any additional benefits or requirements related to the sponsorship proposal which will be used in the evaluation criteria for bid awards.

Proposals for Presenting Sponsor are due January 1, 2021 at 5:00 p.m. After the proposal opening, the value of each proposal will be evaluated, compared, and selected based on the criteria provided in the City Sponsorship Policy. Each proposal must identify the category of sponsorship desired (i.e., “Presenting” or “Major”). Approval of sponsorships are made within the sole discretion of the City.

ANTI-DISCRIMINATION CLAUSE

No Respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex national origin, or religious creed. Sponsors must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A 44-1030.

TECHNICAL REQUIREMENTS

Preferred file format is .ai or .eps. If .jpg or .gif files are submitted, they must be a resolution that is considered camera ready artwork.

ESTIMATED SPONSORSHIP DURATION

The term of the Sponsorship shall terminate on October 30, 2021. The sponsorship is for the sponsored farmers market season occurring in the calendar year 2021. This does not include Holiday Farmers Markets.

ASSUMPTIONS AND AGREEMENTS

Sponsors must execute the City's standard form sponsorship agreement and said agreement must be approved by the Lenexa Governing Body, or as required by policy, before sponsorship is accepted.

The contract states it shall not be assigned, transferred, or sold, or services sublet to any other person, in whole or part, by the Sponsor, except with the express written consent of the City.

Sponsors must agree to indemnify and hold harmless the City, its employees and agents from any and all loss, claims, settlements, or judgments for any injury or damage whatsoever including those for personal injury, bodily injury, property damage, and/or death arising out of the negligence of other actionable fault of Sponsor, its affiliates, subsidiaries, subcontractors, agents, servants, and/or employees in the performance of this Agreement.

ANTICIPATED SELECTION SCHEDULE

January 1, 2021 - deadline for proposal submissions

January 12, 2021 – anticipated recommendation of “Presenting” sponsorship proposals presented to the Governing Body.

SPECIAL CONDITIONS FOR THE PROPOSAL

1. Proposals shall be e-mailed to Jenny Doty at the address reflected on page 2. Any proposal that is sent but does not reach Jenny Doty by the deadline time set forth above may not be accepted.
2. The City reserves the right to accept or reject proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of thirty (30) calendar days from the date set for the opening thereof.
3. During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors or omissions.
4. The City reserves the right to retain all proposals submitted and to use any ideas in any proposals submitted. Submission of a proposal indicates acceptance by the person or entity submitting the proposal to the terms, conditions and specifications contained in this RFS, unless clearly and specifically noted in the proposal and confirmed in a subsequent agreement with the City.
5. The City of Lenexa will not reimburse responding companies or individuals for any expenses incurred in preparing proposals in response to this RFS.
6. The Sponsor shall be responsible for obtaining all permits and licenses, as required by any and all local, state, or federal laws, ordinances, or statutes.

INSURANCE

Sponsors will be required to secure and maintain throughout the duration of the Sponsorship term insurance of such types and in at least such minimum amounts as stated herein. The Sponsor will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any work pursuant to this Agreement. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modifications or cancellation of any policy listed on the certificate.

Sponsor, upon receipt of notice of any claim in connection with the sponsorship, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Sponsor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of the sponsorship.

If City subsequently determines that Sponsor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for purposes of the sponsorship, Sponsor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policyholder rating of "A" or better;
- (3) Carries at least a Class "VIII" financial rating; or
- (4) Is a company mutually agreed upon by City and Sponsor.

GENERAL LIABILITY

Each Occurrence	\$500,000.00
Personal & Advertising Injury	\$500,000.00
Products/Completed Operations	
Aggregate	\$500,000.00
General Aggregate	\$500,000.00

Policy **MUST** include following conditions:

- (a) Contractual Liability and Independent Contractors.

AUTOMOBILE LIABILITY

Policy shall protect Sponsor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
- or
- B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

LIMITS

Each Accident, Combined Single Limits, Bodily Injury and Property Damage: \$500,000.00

WORKER'S COMPENSATION

Insurance shall protect Sponsor against all claims under applicable state Worker's Compensation laws. Sponsor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

EMPLOYER'S LIABILITY

Bodily Injury by Accident:	\$1,000,000.00 Each Accident
Bodily Injury by Disease:	\$500,000.00 Policy Limit
Bodily Injury by Disease:	\$1,000,000.00 Each Employee

UMBRELLA LIABILITY

Unless otherwise specified, City shall be shown as an additional insured on the general liability and automobile liability policies only to the extent of \$500,000.00