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Toronto, Ontario M5H 2N2

April 9, 2021

## NOTICE TO POTENTIAL PROPONENTS

**Request for Proposal No. RFP2021-01**

**For: Stand Up Paddle Board & Kayak Rentals** for Multiple Locations along the Waterfront Parklands  
One-envelope Process

Please review the attached document and submit your proposal to the address noted below by the closing deadline of April 30, 2021, 12 Noon, Toronto time.

### Proposals will not be considered unless:

Received by the date and time specified above; and emailed to [parkbusiness@toronto.ca](mailto:parkbusiness@toronto.ca)

Submission by facsimile is not acceptable.

<b>Required: (yes/no)</b>	No
<b>Attendance Requirement: voluntary</b>	N/A
<b>Date:</b>	N/A
<b>Time:</b>	N/A
<b>Site Meeting Rendezvous Point:</b>	N/A
<b>Deadline for Questions:</b>	<b>April 15, 2021</b> (Please note: all questions must be submitted in writing email only)
<b>City Contact:</b>	Mike Papaioanou, Business Services Parks, Forestry & Recreation (Phone) 416-397-0771 (Email) <a href="mailto:mpapaioa@toronto.ca">mpapaioa@toronto.ca</a>

For convenience you may affix the following address label to the envelope(s) containing your submission.

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<b>COMPANY NAME:</b>	
<b>RFP NO.:</b>	<b>RFP2021-01</b>
<b>CLOSING DEADLINE: 12:00 Noon (local time)</b>	<b>April 30, 2021</b>
<b>DELIVER TO:</b>	Email Proposals to <a href="mailto:parkbusiness@toronto.ca">parkbusiness@toronto.ca</a> prior to closing deadline.

Tenders/RFQ/RFP/Sales/Disposals are advertised on the City of Toronto Website: [www.toronto.ca](http://www.toronto.ca).

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## **1.0 TERMINOLOGY**

### **1.1 References to Labeled Provisions**

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this Request for Proposal (RFP).

### **1.2 Definitions**

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Agreement” means any written contract between the City and a Proponent or any purchase order issued by the City to the Vendor with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“City” means the City of Toronto.

“Concession” means rental operation located within a Licensed Area.

“Council” means City Council.

"Division" means the Parks, Forestry & Recreation Division;

"Licensed Area" means a specific demised parcel of land situated within a Parkland Area pertaining to this RFP.

“Licence Fee” means remuneration paid to the City in connection with a written contract for the occupation of a Licensed Area as set out in this RFP

“Licence Agreement” means any written contract between the City and a Proponent or any purchase order issued by the City to the Vendor with respect to the occupation of a specific location associated with this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“General Manager” means the General Manager of Parks, Forestry & Recreation or designate.

“HST” means Harmonized Sales Tax.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

"Not-For-Profit" means an organization that does not distribute its surplus funds to owners or shareholders, but instead uses them to help pursue its goals.

“Preferred Proponent” means the Proponent whose Proposal, as determined by City staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the City’s requirements, and may be recommended for award.

“Project Manager” means the main contact person at the City for all matters relating to the project. Manager of a team of City staff assigned to the project.

“Proponent” means a legal entity, being a person, partnership or firm that submits a Proposal in response to a formal Request for Proposal.

“Proposal” means an offer submitted by a Proponent in response to a formal Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

“Services” means all services and deliverables to be provided by a Vendor as described in this RFP.

“Solution” means a set of goods and services meeting the City’s requirements, as set out in this RFP.

“Vendor” means the successful Proponent with whom the City enters into an Agreement.

## **2.0 PURPOSE**

The purpose of this RFP is to select qualified and experienced Vendor(s) to operate a small scale stand up paddle board & kayak rental service business along with storage space rental for public use for personal stand up paddle boards within the City's waterfront parkland areas. Selected Vendor(s) will be required by the City of Toronto's Parks, Forestry and Recreation Division to set-up and staff their own enterprise and to enter into a Licence Agreement with the City, substantially in accordance with the terms and conditions and in the form set out in Appendix 'B'.

The Division is issuing this RFP to solicit Proposals from Proponents who wish to undertake a business enterprise at one, several or all six (6) locations identified in Section 2.2.

Note: Proponents must not be a party to more than one Proposal in connection with this RFP. Failure to comply with this requirement will declare your proposal submission non-compliant.

### **2.1 Term of Licence Agreement**

Any resulting License Agreement will be for a term of three (3) consecutive years from June 1, 2021 and expiring September 30, 2023 subject to a License Fee. There will be an "Operational Season" within each year of the term running from June 1st to September 30th as specified in 3.1.1.

### **2.2 Licensed Area Locations**

The locations proposed under this RFP are depicted on the site map in Appendix 'E'.

Eastern Beaches – 2 locations (Eastern & Western sections of Woodbine Beach)

Cherry Beach - 1 location (East Parking Lot)

Toronto Island – 1 location (near Algonquin Bridge Rd.)

Western Beaches – 1 location (Budapest Park - Parking Lot)

Marie Curtis Park – 1 location (West Parking Lot)

**2.3 Voluntary Site Meeting**

No voluntary site meeting due to COVID-19 restrictions.

**2.4 Background**

The City of Toronto's waterfront parks are treasured green spaces and popular recreational destinations. These waterfront parks attract thousands of visitors annually seeking a variety of outdoor leisure activities and contain long stretches of sand, picnic areas, boardwalks, cycling trails, swimming stations and beach volleyball courts among other amenities.

In order to provide operating background to the Proponent, the combined average historical net sales for the two previous operators for stand up paddle board and kayak concessions in the Eastern Beaches are provided below:

2018	2019	2020
\$38,000	\$46,500	\$102,000

**2.5 Objectives**

The objective of this RFP is to secure Licence Agreements with a Vendor(s) to operate stand up paddle board & kayak rental service based operations along with storage space rentals for public use for personal stand up paddle boards at various strategic locations within the waterfront parklands. Each individual Agreement will be subject to the approval of the General Manager and City Council and will require an annual licence fee to be paid. Community not-for-profit organizations are also invited to submit proposals for this RFP.

It is the objective of the City to maximize financial benefit for both itself and the Proponents and to ensure that the business opportunity complements the waterfront environment. The sale of food and beverages is strictly forbidden and must not be included in any proposal pertaining to this RFP. Above all, the design and appearance of each proposed concession must be aesthetically pleasing and complimentary to the surrounding park lands.

**3.0 SCOPE OF PROPOSED BUSINESS OPPORTUNITIES**

Each Vendor shall operate within the following framework:

### **3.1 Operating Season & Schedule**

3.1.1 Weather permitting, the Operating Season shall run June 1st to September 30th in each year of the Agreement.

3.1.2 At a minimum, each individual Vendor shall remain open between the hours of 10 AM and 6 PM seven days per week, including holidays, during the operating season (weather permitting).

### **3.2 Operation and Locations**

3.2.1 Vendors will be solely responsible to safely setup their business within the designated Licensed Area. Concession operations may be removed at the end of each day if feasible or may remain on site for the duration of the season after being safely secured each evening. Vendors will be required to produce full colour renderings of their concession operation for approval by the General Manager. The renderings must depict the operation in an "open for business" format along with a "closed" view.

3.2.2 Vendors shall keep available for rental by persons visiting the Park, a sufficient number and variety of sizes of paddle boards and kayaks that are in excellent condition and regularly inspected and maintained as such and provide to the General Manager a proposed list of such rentals available to be rented along with related safety equipment and supplies.

3.2.3 Vendors shall at all times post in a prominent manner a full list of all rental rates and hours of operation, and ensure its staff understands and communicates the rates to the general public.

3.2.4 Vendors will undertake frequent surveillance while the equipment is rented out, to ensure that customers have not encountered any difficulty, and that they are adhering to safety rules and handling the equipment in a safe and proper manner. This will include personal flotation device orientation with all patrons with mandatory requirement that all patrons wear personal flotation devices for the duration of their rental.

3.2.5 Vendors will be responsible for any damages that are the result of their business operation, set-up, or removal.

3.2.6 A mandatory \$5,000 Letter of Credit will be required from each Vendor to cover the cost of any damages to parkland, infrastructure or removal fees.

3.2.7 Vendors will be responsible for maintaining the interior and the exterior of the concession operation. Vendors will also be responsible for maintaining the immediate grounds surrounding their operation to the extent the area will be both safe and clean for Park Patrons.

3.2.8 Vendors shall remove all waste, garbage, refuse, rubbish, and litter from the Licensed Area each day. Vendors and their staff will be required to use Park washroom facilities which may or may not be within close proximity of each concession location.

3.2.9 The Vendor has no rights to operate or permit the operation of any vending carts or other concessions beyond the boundary of the Licensed Area.

3.2.10 Vendors will be individually responsible for the collection and remission of all sales, HST, and any other taxes payable including property taxes (if any) in relation to the operation of the concession.

3.2.11 Vendors must comply strictly with all laws, by-laws, rules and regulations of the City of Toronto, the Medical Officer of Health of the City of Toronto, the City's Municipal Licensing & Standards Division, the Toronto Police Services Board, the Province of Ontario, the Government of Canada and all other bodies authorized to make any laws, by-laws, rules and regulations, governing the conduct and operation of the Concession, the use or occupation of the Concession, the staff employed by the Vendor, or anything in connection therewith; and shall obtain and pay for all necessary permits and licenses.

3.2.12 Equipment being displayed outside adjacent to the Concession must be well organized and a minimum of 2 metres from the edge of Park paths, boardwalks, or cycle paths where they may be an impediment to the safe movement of Park patrons.

3.2.13 Concession operations may be in the form of a suitably modified for retail use shipping container or trailer that has been preapproved by the General Manager.

3.2.14 There are a limited number of locations as set out in the map in Appendix "E". Locations will be individually assigned by PF&R Staff and will be specific to individual agreements and therefore non-transferrable.

### **3.3 Signage**

3.3.1 All signage in and around the Concession will be of professional quality and appearance. All signage must be approved by the General Manager. Signage will not be allowed to impede the flow of Park patrons. Sandwich boards will be specifically prohibited.

### **3.4 Service to the Public**

3.4.1 Creating and maintaining a high-quality experience for the public is paramount. The City is interested in partnering with Vendors that will provide a high level of customer service that will enhance the experience of Park patrons.

3.4.2 Developing and promoting community engagement with the public along with promoting equitable access to quality, safe, well maintained and cost effective programs and services.

3.4.3 Vendors will be required to deal with customer queries and complaints in a prompt and courteous manner and will be responsible for all refunds associated with its business.



### **3.5 Prohibited Products and Services**

3.5.1 Under no circumstances will the sale or distribution of food and/or beverages of any form whatsoever be allowed within the Licensed Area. Free distribution of food and beverages is also strictly prohibited.

3.5.2 Under no circumstances will the sale of personal hygiene products, including face and body creams, lotions and sunscreen: sunglasses and other shade products: informal clothing and footwear such as t-shirts, hats and beachwear: souvenirs and postcards; beach related accessories, such as beach balls, Frisbees, children's toys and games be all allowed.

3.5.3 Under no circumstances will the sale or free distribution of tobacco or tobacco products, cannabis, narcotics and/or drug related products and associated paraphernalia be permitted.

3.5.4 Under no circumstances will the promotion or dissemination of any form of religious or political propaganda be allowed as part of or ancillary to the concession operation.

3.5.5 Under no circumstances will the sale or promotion of firearms or fireworks be allowed.

3.5.6 Under no circumstances will Vendors be allowed to operate out of cars, vans, rental trucks or the like. Exceptions will be made for Vendors who will operate from purpose built commercial trade vehicles providing the vehicle has first been pre-approved by the General Manager and providing the vehicle once in place within the park will not have its engine running nor will it have a gas powered generator that is running at any time.

3.5.7 The use of loud amplification equipment and the playing of loud music is prohibited.

### **3.6 Equipment & Power**

3.6.1 Gas or diesel powered generators will not be allowed. Small scale solar/battery power is permitted if the equipment has been approved by the Canadian Standards Association (CSA) and is situated safely within the Licensed Area so as not to impede pedestrian movement or be a hazard to the public.

3.6.2 Utility connections such as hydro and water will generally not be readily available. Where hydro connections may be available due to the close proximity of a particular power standard and where Parks Staff have acknowledged in writing the Vendor can connect to the service. The cost to arrange for the necessary permits, the cost for the hydro hookup and the cost for the consumption of the power will be the full and sole responsibility of the Vendor.

3.6.3 Where hydro power has been installed at any particular location the Vendor will not utilize any form of electrical equipment or amplification that will be of danger or nuisance to the general public.

### **3.7 Staffing**

3.7.1 Vendors will be responsible for supplying trained and competent staff who will wear a distinguishable uniform acceptable to the General Manager while working on City property.

3.7.2 Vendors and their staff will have a clean and tidy appearance at all times.

3.7.3 Vendors must ensure that all installations are completed using certified trades people and must comply with the Fair Wage policy and trades union contracts.

3.7.4 Vendors will be responsible to ensure their staff are suitably experienced in water sports, have the appropriate certifications and are physically capable of withstanding the challenges of a waterfront environment.

3.7.5 Vendors shall have staff trained and certified in providing first aid on duty at all times during the operation of the Concession. The Vendor shall also have staff trained to identify and understand the signs of potential impairment, either through drugs or alcohol, and shall not rent any equipment to those who exhibit such signs.

### **3.8 Third Party Agreements**

3.8.1 The Vendor shall not enter into any agreements with any outside third parties for the purpose of the sale of goods, advertising, promotions or providing any products or services to the public including, but not limited to, the placement of kiosks, banners and/or post any signage on any portion of the Licensed Area or surrounding City-owned property that could offer advertising, promotions, free product sampling, sponsorship, contests and/or free give-a-ways, or to engage in such similar initiatives or provide such services itself.

### **3.9 Mandatory Financial Requirements**

3.9.1 As noted in Section 3.2.6 a mandatory \$5,000 Letter of Credit will be required before the City will enter into any agreement associated with this RPF.

3.9.2 The Vendor shall provide an annual revenue statement to the General Manager by no later than December 31st in each year of the Term, showing and summarizing the total gross revenues from all operations arising out of the Concession. The annual revenue statement shall be prepared and authorized by a chartered accountant.

### **3.10 Responsibilities of the City**

The responsibilities of the City will include, but not be limited to, the following:

3.10.1 To communicate to the Vendor any upcoming activities (regarding number of the public using facilities, special events, etc.), and customer inquiries/complaints.

3.10.2 Commencement and shut down dates for each operating season (if applicable) and the communication of same to the Vendor.

### **3.11 Expiry/Termination of License Agreement**

Upon the expiry or other termination of any resulting Licence Agreement or any extension or renewal thereof any and all structures, fixtures and improvements located on or attached to the assigned site, at the sole discretion of the General Manager, shall be removed within 48 hours of written notice of termination or they will be removed by the City at the Vendors sole expense.

### **3.12 Payment of Annual Licence Fees**

3.12.1 The Proponent will include a minimum annual licence fee of \$6,000 (in Canadian funds) payable to the City, plus all other benefits to the City which may include percentage fees of annual gross revenue. The annual licence fee must be paid in 2 installments on June 1st and August 1st of each operating season.

3.12.2 The City will only accept one of the following methods of payment:

- Pre-authorized Payment
- Electronic Fund Transfer
- Post Dated Cheques

## **4.0 PROPOSAL EVALUATION AND SELECTION PROCESS**

### **4.1 Selection Committee**

All proposals will be evaluated through a comprehensive review and analysis by a Selection Committee which will include members from the Parks, Forestry & Recreation Division and relevant City Divisional staff and such other persons as may be selected by the City. The Selection Committee may at its sole discretion retain additional committee members or advisors. The aim of the Selection Committee will be to select proponents which in its opinion meets the City's requirements under this RFP and provides maximum benefit to City of Toronto park patrons while enhancing the overall park experience. Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

### **4.2 Selection Criteria**

Proposals will be evaluated by the Selection Committee based on the Proposal Evaluation Table in Appendix D.

### **4.3 Selection Process**

The Selection Committee will score the Proposals using the evaluation table in Appendix D.

If the submission fails any mandatory requirements, the Proposal will be rejected.

A Proponent's technical portion (Stage 2) of the Proposal must score a minimum of 75% (or 52.5 points) in order to advance to (Stage 3).

If it deems necessary, the Selection Committee may validate written Proposals as follows:

- Detailed reference checks, relevant technical qualifications and experiences of Proponents on projects of similar size, scope, and complexity;
- An interview with the Proponents to answer questions to clarify and/or validate their understanding of the requirements.

If necessary, the Selection Committee will use interview and/or reference check results to revise, refine, and finalize the score for the Technical Evaluation portion of the Proposal. The Proposal that achieves the highest Total Score for each proposed location in Section 2.2 will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score within Stage "2" of the Evaluation Table (depicted in Appendix "D") will be ranked first overall.

#### 4.4 Schedule of Events

The timetable for the RFP process is shown in the following table:

Date	Milestone
April 9, 2021	RFP Issue Date
N/A	Voluntary Site Meeting
April 15, 2021	Deadline for Proponent questions (in writing by 4:00 PM)
April 22, 2021	Release of final Addendum (if necessary)
April 30, 2021	RFP Closing Date (Submissions must be received by 12 noon)
TBD	Evaluation Completion Date
TBD	Award Notice Date
June 1, 2021	Contract Start Date

The City reserves the right to change the dates at its sole discretion. Written notice of any changes will be provided where feasible.

#### 4.5 Clarifications

As part of the evaluation process the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote the

Proponent's company. The Selection Committee may request this further information from one or more Proponents and not from others.

#### **4.6 Optional Interviews**

A Proponent whose written Proposal has met or exceeded the minimum technical score may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). In the interest of clarity the City reserves the right to interview Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process unless the City agrees otherwise in writing and at its sole discretion.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

Refusal of a Proponent to participate in an interview/demonstration requested by the City may, in the City's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

#### **4.7 Evaluation Results**

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the appropriate City staff member and/or City Council.

Proposal evaluation results shall be the property of the City and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

Proponents should be aware that Council and individual Councilors have the right to view the responses provided that their requests have been made in accordance with the City's procedure.

## **4.8 Negotiations and Agreement**

The award of any Agreement will be at the absolute discretion of the City. The selection of a Preferred Proponent will not oblige the City to negotiate or execute an Agreement with that Preferred Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

The City shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the City may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of the City and be in a form satisfactory to the City Solicitor. If the Agreement requires City Council approval, then the final Agreement must contain terms and conditions substantially as set out in the Council report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in Appendix 'B' shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable.

If any Agreement cannot be negotiated within sixty (60) business days of notification to the Preferred Proponent, the City may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

## **5.0 PROPOSAL SUBMISSION REQUIREMENTS**

### **5.1 General Overview**

The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language,

adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation.

The City prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix 'A' with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal offer is qualified, such Proponent risks disqualification by the City in the City's sole discretion.

## **5.2 Proposal Documentation and Delivery**

The documentation for each Proposal:

- a) Must be submitted by email to [parkbusiness@toronto.ca](mailto:parkbusiness@toronto.ca)
- b) Should be limited to preferably 25 pages, double sided, minimum 11 point font, with unlimited appendices.
- c) Must consist of one (1) original (clearly marked as such on its first page):
  - i) A Main Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)
  - ii) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. (Mandatory)
  - iii) Business Plan (see section 5.3.5 for an outline of the Business Plan)

Note: Form 1 and optional Form 2 are provided in Appendix 'C'.

- d) Must be completed in a non-erasable medium and signed in ink;
- e) Must not include:
  - i) any qualifying or restricting statements;
  - ii) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
  - iii) additional terms or conditions.
- f) Must be delivered no later than the Closing Deadline of April 30, 2021 at 12 noon.

Proposals that arrive after the Deadline will not be accepted.

## **5.3 Proposal Content**

The proposal should contain the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

Table of Contents – Include page numbers and identify all included materials in the proposal submission.

### **5.3.1 Executive Summary**

The Proponent should provide a brief summary of the key features of the proposal along with a vision in respect of the benefit it will provide to the City and its Park Patrons.

Confirm with a statement that the Proponent is capable of obtaining the required insurance in case of any resulting agreement. (Reference: Appendix B: Agreement Terms and Conditions: Insurance)

### **5.3.2 Proponent Corporate Background**

Proponents should have staff, organization, culture, financial resources and market share to ensure their ongoing ability to manage the stand up paddle board & kayak operation.

1. To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if the submission is a joint Proposal, for each consortium member. Please note that where Proposals are being submitted by consortiums, the information requested should be provided for each consortium member.
  - a) A profile and summary of corporate/organizational history including:
    - date company/Not-for-profit organization started;
    - products and/or services offered;
    - total number of employees;
    - total number of volunteers
    - major clients; and
    - business partners and the products/services they offer;
  - b) A profile and summary of corporate/organizational history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).
2. If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note Item 2 of Appendix 'A' regarding consortiums and the requirement that there be a single Proponent.

### **5.3.3 Experience and Qualifications of the Proponent**

It is important that the Proponent can demonstrate specific knowledge and experience in performing similar work for projects of comparable nature, size and scope.

The Proponent should demonstrate the following in its Proposal:

- a) Describe the necessary skills, experience and expertise in the delivery of the proposed stand up paddle and kayak rental operation the Proponent plans to offer. This experience should include involvement with marketing, product development, customer service, and operations.



- b) Professional certifications and/or formal training courses.
- c) Health and Safety/First Aid Training Certificates.
- d) Experience of the Proponent with other similar projects.
- e) List the key personnel to be assigned to any resulting Licence Agreement, and the responsibilities and relevant experience of each individual.
- f) Preferably provide a minimum of two (2) references for the purpose of evaluating the Proponent's experience and track record of success. Note that the City prefers references for stand up paddle board and kayak rental operations that are similar to the solution being proposed in response to this RFP. Each reference should include:
  - the identity of the reference client organization;
  - a contact name and title, address and telephone number;
  - the size and nature of the client's business;
  - the number of years dealing with the client;
  - a description of the project;
  - client's URL address.

Please note that where the skills/expertise/experience are being provided by a Subcontractor or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 3 for each such Subcontractor or other entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

#### **5.3.4 Service Operating Concept & Design**

As the opportunities represented under this RFP will be of a highly visible nature located within busy waterfront parkland areas it is important that the Proponent demonstrate that their operation will be of a nature that is aesthetically pleasing, environmentally friendly, functional and not a hazard to the general public. In particular the Proponent should provide the following in its Proposal:

- a) A brief written description of the proposed operation outlining the style and the physical nature of its construction and how it will aesthetically fit within a park setting.
- b) Renderings and/or photos depicting the basic size, layout and design of any proposed kiosk, customized commercial vehicle, modified shipping container, etc. or similar, being proposed as a sales platform for the licensed area.
- c) Renderings and/or photos depicting the Proponents operation in an "Open For Business" format depicting how products and services will be displayed in and around the structure depicted in section (b) above.
- d) A summary and or "top view" diagram depicting customer flow in and around the proposed Licensed Area of the Concession. Please note that each assigned location will be limited in size.

### **5.3.5 Business Plan**

The Proponent should provide the following in respect of a business plan in its Proposal:

- a) Business Description
- b) Market analysis
- c) Organization & Management
- d) Sales Strategies
- e) Funding Requirements
- f) Financial Projections

### **5.3.6 Financial Proposal**

The Proponent must complete and submit the Financial Proposal Form located in Appendix "F" for each preferred location.

The Proponent must clearly state in the proposal the amount of remuneration to be paid to the City of Toronto. Financial benefit is comprised of all fees including base licence fees, net of all taxes for the provision of the services identified in the proposal. The Proponent will be responsible for all sales, taxes, licences, fees and other benefits and shall not deduct them from the fees due to the City.

The Proponent shall submit a Business Plan which will include a pro forma income statement including sales and profit projection and financial return to the City over the term.

All revenues must be stated in Canadian currency. The Proponent shall assume all currency risk.

The City shall not be responsible for any additional costs.

The Proponent shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and subcontractors and suppliers and their respective personnel.

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax. Harmonized Sale Tax (HST) or other applicable tax is to be applied to all base License fees.

# APPENDICES

## APPENDIX A

### RFP PROCESS TERMS AND CONDITIONS

1.	Proponent's Responsibility .....
2.	Prime Proponent .....
3.	City Contacts and Questions .....
4.	Addenda .....
5.	Exceptions to Mandatory Requirements, Terms and Conditions .....
6.	Omissions, Discrepancies and Interpretations .....
7.	Incurred Costs .....
8.	Limitation of Liability .....
9.	Post-Submission Adjustments and Withdrawal of Proposals .....
10.	No Collusion .....
11.	Prohibition Against Gratuities .....
12.	Acceptance of Proposals .....
13.	Verification .....
14.	Unbalanced Bids .....
15.	Conflicts of Interest .....
16.	Ownership and Confidentiality of City-Provided Data .....
17.	Ownership and Disclosure of Proposal Documentation .....
18.	Intellectual Property Rights .....
19.	Failure or Default of Proponent .....
20.	Quasi-Criminal/Criminal Activity of a Proponent
21.	Publicity .....
22.	Governing Law .....

## 1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- a) to examine all the components of this RFP, including all appendices, forms and addenda;
- b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- c) to become familiar, and (if it becomes a successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at <http://www.toronto.ca/calldocuments/policy.htm>

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal.

## 2. Prime Proponent

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

## 3. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the Notice to Potential Proponents.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. **Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.**

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with

any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

- [toronto.ca/citybusiness/pdf/policy\\_procurement\\_process.pdf](https://toronto.ca/citybusiness/pdf/policy_procurement_process.pdf)
- [toronto.ca/legdocs/municode/1184\\_140.pdf](https://toronto.ca/legdocs/municode/1184_140.pdf)
- [toronto.ca/lobbying/pdf/interpretation-bulleting\\_lobbying-procurements.pdf](https://toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf)

#### **4. Addenda**

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the Parks, Forestry & Recreation Business Services web page at [toronto.ca/business-economy/doing-business-with-the-city/advance-notice-of-opportunities/](https://toronto.ca/business-economy/doing-business-with-the-city/advance-notice-of-opportunities/) Proponents and prospective Proponents SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

Parks, Forestry & Recreation will make reasonable efforts to issue the final Addendum (if any) no later than April 22, 2021.

#### **5. Exceptions to Mandatory Requirements, Terms and Conditions**

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled **Addenda**. The decision of the City shall be final and binding,

from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

#### **6. Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

#### **7. Incurred Costs**

The City will not be liable for, nor reimburse, any potential Proponent or Proponents, as the case may be, for costs incurred in the preparation and submission of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

#### **8. Limitation of Liability**

The City shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the City of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

#### **9. Post-Submission Adjustments and Withdrawal of Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFP in writing on company letterhead or by e-mail.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

#### **10. No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a

breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

### **11. Prohibition against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

### **12. Acceptance of Proposals**

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Proponent:

- a) accept or reject any or all Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal;
- d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

### **13. Verification**

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the services).

### **14. Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)**

The City may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- (1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (2) the City had determined that the proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment.

### **15. Conflicts of Interest**

In its Proposal, the Proponent must disclose to the City any potential Conflict of Interest that might compromise the integrity of the call process or the performance of the Work. If a Conflict of Interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent has an ongoing duty to disclose any potential Conflict of Interest while engaged in the call process and thereafter in the performance of the Work. If a potential Conflict of Interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential Conflict of Interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the potential Conflict of Interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no Conflict of Interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

### **16. Ownership and Confidentiality of City-Provided Data**

All correspondence, documentation and information provided by City staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the City;
- b) must be treated by Proponents and prospective Proponents as confidential;



- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

## **17. Ownership and Disclosure of Proposal Documentation**

1. The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:
  - a. shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
  - b. shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")*, and may be released, pursuant to that Act.
2. Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
3. Each Proponent's name at a minimum shall be made public.
4. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to *MFIPPA*.

## **18. Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

## **19. Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the City for a period of one year. In addition, the City may at its option either:

- e) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- f) Consider that the Proponent has abandoned any Agreement and require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the City, its officers, employees and agents from all loss, damage,

liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent. The Proponent shall be ineligible to submit a new Proposal or bid for any Call that the City is required to reissue as a result of the Proponent's failure or default or where the City deems that the Proponent has abandoned the Agreement.

## **20. Quasi-Criminal/Criminal Activity of a Proponent:**

The City may reject a Proposal or Proponent if the City:

- a) confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence under other applicable Requirements of Law, or an offence pursuant to similar laws outside of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority;
- b) Determines that this charge, conviction or order is material to the given procurement; and
- c) Determines that, in light of this charge or conviction, awarding to that Proponent could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the call process.

## **21. Publicity**

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

## **22. Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

## APPENDIX B

### AGREEMENT TERMS AND CONDITIONS

1. Compliance with Laws .....	
2. Non-Exclusivity .....	
3. Confidentiality .....	
4. Conflict of Interest .....	
5. Indemnities .....	
6. Intellectual Property Indemnity.....	
7. Employment & WSIB Indemnity.....	
8. No Assignment.....	
9. Sub-Contractors.....	
10. Personnel and Performance .....	
11. Independent Contractor .....	
12. Insurance .....	
13. Warranties and Covenants .....	
14. Third Party Software .....	
15. Ownership of Intellectual Property and Deliverables.....	
16. Payment Schedule.....	
17. Termination Provisions .....	
18. Right to Audit .....	
19. Liquidated Damages .....	
20. Right to Retain Monies.....	
21. Occupational Health and Safety .....	
22. Workplace Safety and Insurance Act.....	
23. Accessibility Standards and Customer Service Training Requirements.....	

#### Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

#### **1. Compliance with Laws**

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the City, upon request, and the Vendor shall indemnify and

save the City harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

## **2.Non-Exclusivity**

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

## **3.Confidentiality**

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

## **4.Conflict of Interest**

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

## **5.Indemnities**

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

## **6.Intellectual Property Indemnity**

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or

misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

### **7. Employment & WSIB Indemnity**

Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.

### **8. No Assignment**

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

### **9. Subcontractors**

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

### **10. Personnel and Performance**

The Vendor shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

The Vendor shall ensure that its personnel (including those of approved subcontractors), when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

### **11.Independent Contractor**

The Vendor and the City agree and acknowledge that the relationship between the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

### **12.Insurance**

The successful proponent/vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of any subsequent License Agreement. It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

The successful vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City

Commercial General Liability provided that the policy:

- i) is in the amount of not less than Five Million Dollars (\$5,000,000.00), per occurrence;
- ii) adds the City of Toronto as an additional insured;
- iii) includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
- iv) includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).

### **13.Warranties and Covenants**

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the City's functional and technical

requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

#### **14.Third Party Software**

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City,

- a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

#### **15.Ownership of Intellectual Property and Deliverables**

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the City.

#### **16.Payment Schedule**

A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation.

If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall

remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

### **17. Termination Provisions**

Upon giving the Vendor not less than thirty (30) days' prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the City for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the City in a clean and readable format.

### **18. Right to Audit**

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of three years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own



expense make such records available for inspection and audit by the City at all reasonable times.

### **19.Liquidated Damages**

If the Vendor at any time fails to supply all goods or services to the City as specified within the Agreement, or fails to replace goods or services rejected by the City, then the City shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

### **20.Right to Retain Monies**

The City shall have the right to retain out of monies payable to the vendor under the Agreement the total amount outstanding for time to time of all claims arising out of the default of the Vendor of its obligations to the City. This shall include claims pursuant to this or any other contract or cause of action between the Vendor and the City which have not been settled between the City and the Vendor.

### **21.Occupational Health and Safety**

- a) The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b) Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the services being provided either instead of or jointly with the Vendor.
- c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the required services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the services being provided
- d) The Vendor acknowledges and represents that:
  - i) The workers employed to carry out the services have been provided with training in the hazards of the services and their related products and possess the knowledge and skills to allow them to work safely;
  - ii) The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
  - iii) The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
  - iv) The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and

- v) The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e) The Vendor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
  - i) documentation regarding the training programs provided prior to and during the Operational Season (i.e. types of training, frequency of training and re-training); and
  - ii) the occupational health and safety policy.
- f) The Vendor shall immediately advise the General Manager or his designate in the event of any of the following:
  - i) A critical injury that arises out of the services that is the subject of this agreement;
  - ii) An order(s) is issued to the Vendor by the Ministry of Labour arising out of the services or related products that is the subject of this agreement;
  - iii) A charge is laid or a conviction is entered arising out of the services and products that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g) The Vendor shall be responsible for any delay in the progress of the provision of services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the service or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the services without additional cost to the City.
- h) The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

## **22. Workplace Safety and Insurance Act**

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of

the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

### **23. Accessibility Standards and Customer Service Training Requirements**

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005. The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the City of Toronto requirement, visit the website at [toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/](http://toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/)

## **APPENDIX C**

### **STANDARD SUBMISSION FORMS**

**FORM 1:** Proposal Submission Form – Mandatory

**FORM 2:** Notice of No Submission – If Applicable



**PROPOSAL SUBMISSION FORM**

**REQUEST FOR PROPOSAL NO. RFP2021-01  
PADDLE BOARD & KAYAKING OPPORTUNITIES FOR MULTIPLE LOCATIONS  
ALONG WATERFRONT PARKLANDS.  
CLOSING: 12:00 NOON (LOCAL TORONTO TIME) FRIDAY, APRIL 30, 2021.**

**1. PROPONENT INFORMATION**

Please complete following form, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Trade Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

**2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS**

By signing this form the Proponent agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proponent's proposal submission.

**3. POLICIES**

The Proponent has read, understood and agrees to comply with the policies, practices and statements found on the City's website at the following link:

<http://insideto.toronto.ca/purchasing/index.htm>

Without limiting the Proponent's acknowledgement of the City's general procurement policies, by signing this form, the Proponent acknowledges and certifies that the Proponent, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

---

### 3.1 POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

Did you, the proponent, assist the City of Toronto in the preparation of this Request for Proposal call?

Specify: Yes \_\_\_\_\_ No \_\_\_\_\_

### 3.2 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

#### **Declaration:**

***/we uphold our obligations under the above provincial and federal legislation. In addition, /we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.***

**WHERE LEGALLY MANDATED** I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

---

### 3.3 DECLARATION OF COMPLIANCE WITH THE CITY OF TORONTO FAIR WAGE AND LABOUR TRADES POLICY

By signing this form, the proponent acknowledges and certifies that the proponent, and any of its proposed subcontractors, will provide the services in compliance with the City's Fair Wage and Labour Trades Policy.

The policy and schedules are available on the Fair Wage Office website – [www.toronto.ca/fairwage](http://www.toronto.ca/fairwage)

### 3.4 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

For a copy of the City of Toronto Policy, visit the website:

<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/>

## 4. OTHER CONFLICT OF INTERESTS OR PROHIBITED CONDUCT

The City may prohibit a proponent from participating in a procurement process, or from being awarded a contract based on past performance or based on inappropriate conduct in a prior procurement process or resulting contract, and such inappropriate conduct shall include but not be limited to the following:

- a. the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
- b. the refusal of the proponent to honour its pricing or other commitments made in a proposal or bid;
- c. the proponent has communicated or entered into an agreement or arrangement with other proponents or suppliers in relation to this procurement process without the knowledge of the City's Chief Purchasing Official;

- d. the proponent or its affiliated persons have previous convictions for collusion, price fixing, bribery, fraud or similar behaviour or practices prohibited by applicable law;
- e. the proponent has threatened, intimidated or harassed other prospective suppliers or City staff in relation to an existing or proposed City contract;
- f. the proponent has offered gifts or favours (including employment) to City staff, Councillors or other officials which might influence or interfere with their official duties with the City;
- g. the proponent or any persons retained by the proponent has attempted to communicate or lobby any City staff or Councillors to obtain a contract, except for such communications as are explicitly permitted with the Chief Purchasing Official under the City's Lobbyist Registry By-law; or
- h. any other conduct, situation or circumstance, as solely determined by the City, that constitutes a Conflict of Interest.

For the purposes of this section, the term "Conflict of Interest" means

- (a) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest or other prohibited conduct in connection with preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the procurement process.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the proponent declares an actual or potential Conflict of Interest or any prohibited conduct, the proponent must set out the details below:





The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the City and have ceased that employment within twenty four (24) months prior to the Submission Deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the City:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual’s Job Functions:</b>
<b>Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:</b>

**(Repeat above for each identified individual. Proponents may include this information on a separate sheet if more space is required)**

The proponent agrees that, upon request, the proponent shall provide the City with additional information from each individual identified above in a form prescribed by the City.

**5. DISCLOSURE OF INFORMATION**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The proponent shall provide the City with *ongoing disclosure*, should the proponent be awarded a contract and any of the information provided above change.

**6. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE**

I/WE ACKNOWLEDGE THE RECEIPT OF:

ADDENDUM No(s). \_\_\_\_\_ TO \_\_\_\_\_ DATED \_\_\_\_\_ TO \_\_\_\_\_

.....

\_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNING OFFICER**

\_\_\_\_\_

**PRINTED NAME OF SIGNING OFFICER**

*I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.*



**THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.**



**NOTICE OF "NO SUBMISSION"**

**RFP #: RFP2021-01**

**CLOSING DATE: April 30, 2021 (12:00 noon)**

**IMPORTANT - PLEASE READ THIS**

It is important to the City of Toronto to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the City in determining the type of services you are interested in submitting a Proposal in the future.

**INSTRUCTIONS:**

If you are unable, or do not wish to submit a Proposal on this Request for Proposals, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(s) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

1. We do not offer this service.	<input type="checkbox"/>	Other reasons or additional comments.
2. We do not offer services to these requirements.	<input type="checkbox"/>	
3. Unable to offer services competitively.	<input type="checkbox"/>	
4. Cannot handle due to present commitments.	<input type="checkbox"/>	
5. Quantity/project too large.	<input type="checkbox"/>	
6. Cannot meet delivery/completion requirements.	<input type="checkbox"/>	
7. Licensing restrictions.	<input type="checkbox"/>	
Do you wish to participate in Request for Proposals for services in the future? YES ____ NO ____		

For City's use only - Do not write in this space.	Company Name:	
	Address:	
	Signature of Company Representative:	
	Position:	
	Date:	Tel. No.:
	Fax No.:	

Send by email: mpapaioa@toronto.ca

## Appendix D

### PROPOSAL EVALUATION TABLE

STAGE 1 – MANDATORY SUBMISSION REQUIREMENTS	
Compliance with mandatory submission requirements	Pass/Fail
EVALUATION CRITERIA	POINTS AVAILABLE
STAGE 2 – TECHNICAL PROPOSAL (STRUCTURE, ATTRIBUTES AND CONTENT):	
<b>A) Executive Summary and Proponent Profile</b> <ul style="list-style-type: none"> <li>As per section 5.3.1 – Executive Summary</li> <li>As per section 5.3.2 - Proponent Profile</li> </ul>	8
<b>B) Proponent Experience &amp; Qualifications</b>	20

<ul style="list-style-type: none"> <li>As per section 5.3.3 – Experience and Qualifications of the Proponent</li> </ul>	
<b>C) Service Operating Concept &amp; Design</b> <ul style="list-style-type: none"> <li>As per section 5.3.4 – Proponent's Marketing Concept &amp; Overall Aesthetic Design Criteria</li> </ul>	20
<b>D) Business Plan</b> <ul style="list-style-type: none"> <li>As per section 5.3.5 – Business Description, Market Analysis, Organization &amp; Management, Sales Strategies, Funding Requirements and Financial Projections</li> </ul>	22
<b>TOTAL TECHNICAL REVIEW</b>	<b>70</b>
<b>STAGE 3 – FINANCIAL PROPOSAL</b>	
<p><b>Proponents must score a minimum of 75% (or 52.5 points) in Stage 2 – Technical Review in order to advance to Stage 3 and be considered further.</b></p>	
<p><b><u>Guaranteed Base Annual Licence Fee (Total of Column A on Appendix F)</u></b></p> <p>Based on Years 1 -3</p> <p>Formula: (Proponent's Total Guaranteed Base Annual Licence Fee ÷ Highest Total Guaranteed Base Annual Licence Fee) x 25</p>	<b>25</b>
<p><b><u>Percentage Fee</u></b></p> <p>Based on Years 1 – 3</p> <p>Formula: (Proponent's Commission Percentage ÷ Highest Commission Percentage) x 5</p>	<b>5</b>
<b>TOTAL FINANCIAL PROPOSAL</b>	<b>30</b>

<b>STAGE 4 – INTERVIEW OR DEMONSTRATIONS AND /OR REFERENCE CHECK</b> (if necessary):  See Section 4.3	
<b>TOTAL SCORE</b>	<b>100</b>

## APPENDIX E

### SITE MAP DEPICTING LOCATIONS

Figure 1

EASTERN BEACHES – WOODBINE BEACH PARK LOCATIONS

1675 Lake Shore Blvd. E.



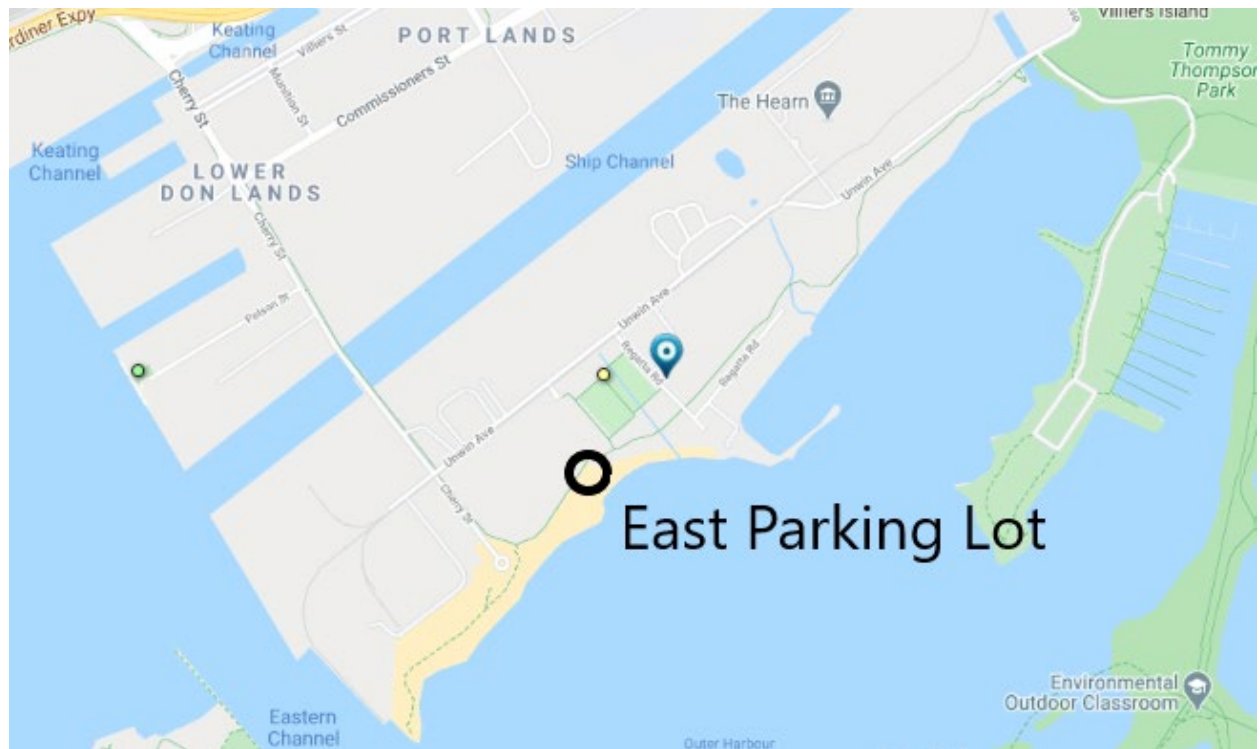
## APPENDIX E

SITE MAP DEPICTING LOCATION

Figure 2

CHERRY BEACH – (EAST PARKING LOT)

1 Cherry Street





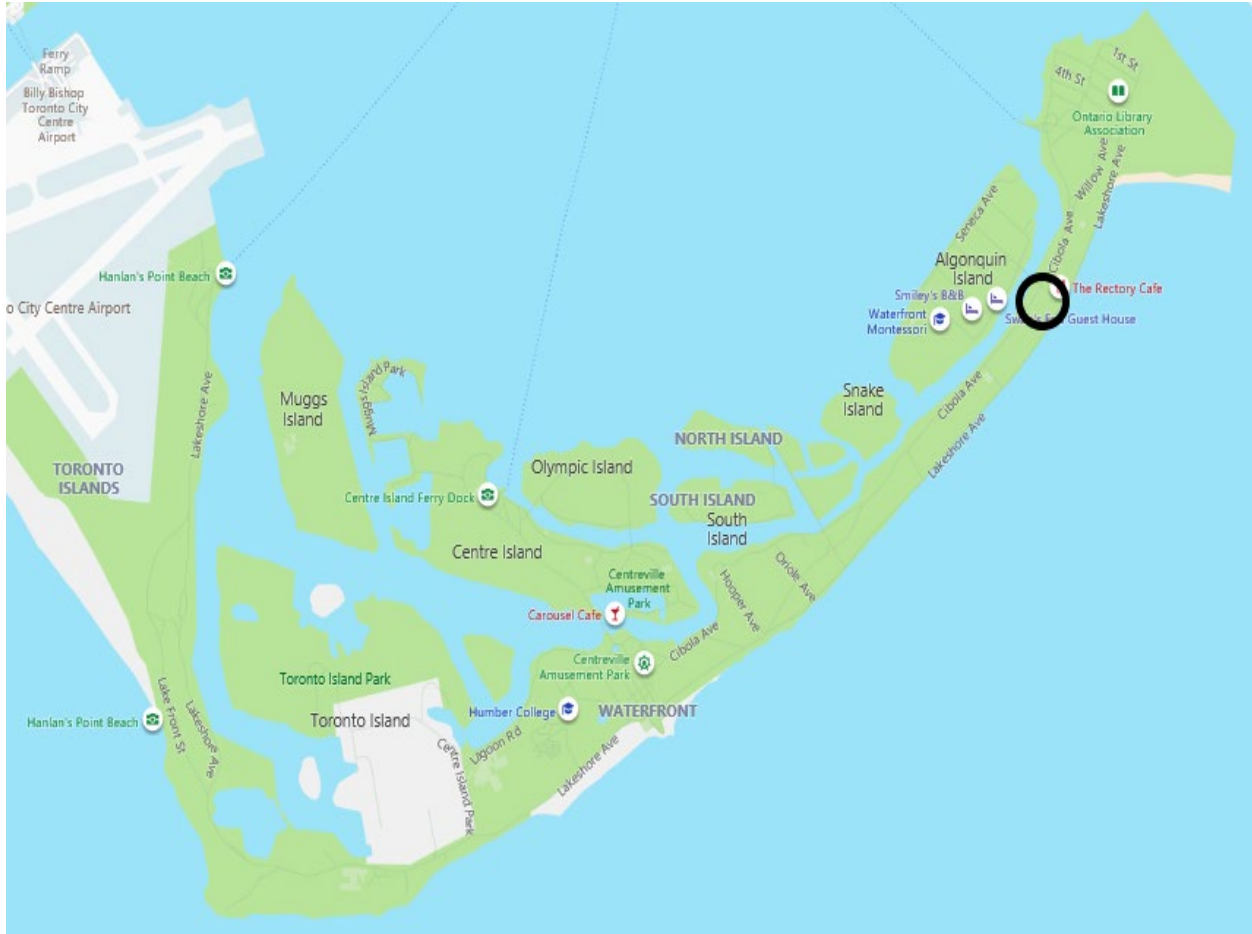
# APPENDIX E

## SITE MAP DEPICTING LOCATION

Figure 3

TORONTO ISLAND – (NEAR ALGONQUIN BRIDGE RD.)

1 Centre Island Park



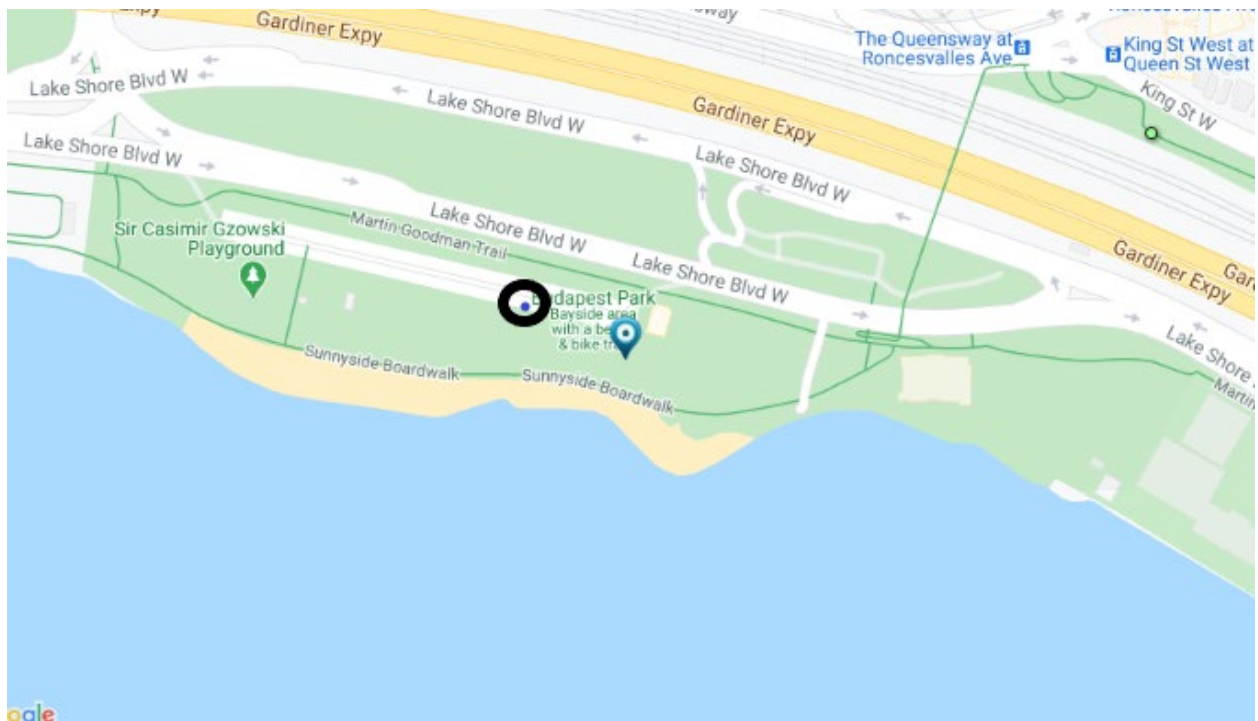
## APPENDIX E

### SITE MAP DEPICTING LOCATION

Figure 4

WESTERN BEACHES - BUDAPEST PARK (PARKING LOT)

1755 Lake Shore Blvd. W.



## APPENDIX E

### SITE MAP DEPICTING LOCATION

Figure 5

MARIE CURTIS PARK (WEST PARKING LOT)

2 Forty Second St.



## APPENDIX F

### FINANCIAL PROPOSAL FORM

EASTERN BEACHES - WOODBINE BEACH PARK (DIRECTLY SOUTH OF KEW GARDENS TENNIS COURTS).

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage  (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C)  Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D)  Effective Fee  (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$

## APPENDIX F

### FINANCIAL PROPOSAL FORM

#### EASTERN BEACHES - WOODBINE BEACH PARK (WESTERN END OF BOARDWALK)

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage  (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C) Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D) Effective Fee (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$

## APPENDIX F

### FINANCIAL PROPOSAL FORM

#### CHERRY BEACH (EAST PARKING LOT)

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C) Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D) Effective Fee (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$

## APPENDIX F

### FINANCIAL PROPOSAL FORM

#### TORONTO ISLAND (NEAR ALGONQUIN BRIDGE RD.)

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C) Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D) Effective Fee (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$

## APPENDIX F

### FINANCIAL PROPOSAL FORM

#### WESTERN BEACHES – BUDAPEST PARK (PARKING LOT)

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage  (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C)  Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D)  Effective Fee  (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$



## APPENDIX F

### FINANCIAL PROPOSAL FORM

#### MARIE CURTIS PARK – (WEST PARKING LOT)

This Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will declare your Proposal submission non-compliant.

Proponents shall state the annual guaranteed net base licence fee throughout the term of the agreement, excluding taxes.

#### PART 1 – Annual Guaranteed Net Licence Fee for the Base Years (Years 1 to 3)

<b>Contract Year</b>	<b>(A) Guaranteed Base Annual Licence Fee</b>	<b>(B) Forecasted Annual Gross Revenue</b>	<b>(C) Percentage Fee (Expressed as a percentage  (%) of the Forecasted Annual Gross Revenue)</b>	<b>(D) =(B) x (C)  Percentage Fee (Expressed as a dollar amount (\$) of the Forecasted Annual Gross Revenue)</b>	<b>(E)=(A)+(D)  Effective Fee  (Guaranteed Base Annual Licence Fee + Percentage Fee expressed in dollar amount)</b>
<b>1</b>	\$	\$	%	\$	\$
<b>2</b>	\$	\$	%	\$	\$
<b>3</b>	\$	\$	%	\$	\$
<b>Grand Total Years 1 to 3</b>	\$	\$	%	\$	\$