



Christina Iacovino
Director
Client & Business
Services

Parks, Forestry & Recreation Division
City Hall, 4th Floor, West Tower
100 Queen Street West
Toronto, Ontario M5H 2N2

Alex Deighan
Manager
Business Services

Notice to Potential Proponents:

Non-Motorized Watercrafts Rental Service for Multiple City-Owned Waterfront Locations

Request for Proposals Number: **2024-PFR RFP-01**

Issued on:

March 5, 2024

Submission Deadline:

April 5, 2024 at 12:00 p.m. (Noon) ET (Toronto time)

How to Submit Your Proposal

Please review this RFP document and submit your proposal via Medallia Agile Research tool by the submission deadline. Proposals will not be considered unless received via the designated Medallia Agile Research links by the date and time specified above. Submission by facsimile or by printed copy is not acceptable.

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Section 1: RFP Overview

1.1 Introduction and Purpose

.1 This RFP is an invitation by the City of Toronto (the "City") to prospective Proponents to submit Proposals for Non-motorized Watercrafts Rental Services (the "business"), located at selected waterfront parkland areas owned by the City of Toronto.

- The purpose of this RFP is to select qualified and experienced Proponent(s) to operate a small scale non-motorized watercrafts rental service along with storage space for paid use by the public for storage of personal watercraft

City's objectives in pursuing this RFP includes:

- to provide high-quality water-based recreational opportunities for the public across Toronto's waterfront
- secure aesthetically pleasing businesses complimentary to the surrounding park lands.

The selected Preferred Proponent will be required to enter into a license agreement with the City for the provision of the Deliverables outlined in Section 3. The terms and conditions found in Appendix B are non-negotiable and will form the basis for the license agreement to be entered into between the City and the Preferred Proponent. Once signed, the Preferred Proponent is considered as the Licensee.

1.2 Background

.1 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. This RFP is an opportunity to license locations at selected waterfront parkland areas.

In 2021, the City issued its first RFP for Stand-Up-Paddle Boards and Kayaks rental services, where five (5) Licenses were entered into with Proponents to operate at different City locations. The previous Licenses have now expired. The City is now issuing another RFP for Non-Motorized Watercrafts Rental Services to replace the expired contracts. It is the objective of the City provide high quality recreational opportunities to the public. The sale of food and beverages is strictly forbidden and must not be included in any proposal pertaining to this RFP. The design and appearance of each proposed business must be aesthetically pleasing and complimentary to the surrounding park lands.

1.3 Term of License Agreement and Renewal Options

.1 The City intends to select eight (8) preferred Proponents to provide the services. Any license agreement resulting from this RFP will be for a four (4) year seasonal term starting on such date upon the completion of license agreement, which includes License Fee, payable to the City with an option to renew for one (1) year exercisable by the GM of PFR at their sole discretion to extend the Agreement.

1.4 Licensed Area Locations

The locations proposed under this RFP are depicted on the site map in Appendix "E" with the addresses of each below.

Eastern Beaches #1 – (Kew Beach)

2075 Queen Street E (between Kenilworth Ave. & Lee Ave.) Toronto, ON M4L 1B8

Eastern Beaches #2 – (Donald Summerville)

1867 Lake Shore Blvd E, Toronto, ON M1P 4N7

Cherry Beach - (East Parking Lot) 275 Unwin

Avenue, Toronto, Ontario M5H 2N2

Toronto Island – (near Algonquin Bridge Rd.) Toronto

Island Park

Western Beaches – (Budapest Park - Parking Lot) 1575

Lake Shore Blvd W, Toronto, ON M6K 3C1

Sir Casimir Gzowski Park – (West Parking Lot) 1751 Lake

Shore Blvd W, Toronto, ON M6S 5A3 **Scarborough Bluffs**

(Eastern portion of the beach)

1 Brimley Rd. S, Bluffers Pk Rd, Scarborough, ON

Marie Curtis Park (West Side Parking Lot)

2 Forty Second St, Etobicoke, ON M8W 3P2

*As part of their proposals under Section 2b Technical Proposal, each Proponent will rank their preferred locations from one (1) to (8). Proponents should indicate N/A if they are uninterested in operating out of a location. Locations will be offered to the Proponents based on their ranking in the evaluation process. Only Proponent's first preferred location must have the site plans/any renderings of the business operation. Should a Proponent be offered a site which is not their top

choice, a detailed site plan will need to be submitted to the City for review and approval before license execution.

1.5 License Fees

The City expects to receive a reasonable value, which is a minimum of \$8,000 in license fees plus HST per season for the services provided. As part of the financial evaluation as described in Section 2 and Section 5 of this RFP, the Proponent shall propose a License Fee.

Section 2: RFP Process and Submission Instructions

Section 2 outlines the RFP Process and Submission Instructions.

Please review Appendix A for the full Terms and Conditions of the RFP.

2.1 RFP Timeline and Meetings

The proposed schedule for the RFP process is

Table 1. RFP Process Schedule

Date	Event
March 5, 2024	Issue date of RFP
March 14, 2024 at 11:00 am EST	Pre-Proposal Virtual Information Meeting - Optional
7 Business Days before Submission Deadline	Deadline for questions to be sent to procurement contact
5 Business Days before Submission Deadline	Deadline for issuing final Addenda
April 5, 2024 at 12:00 Noon Eastern Time (ET)	Submission Deadline
3 Business Days from receipt of Rectification Notice	Rectification Period
April 24, 2024	Anticipated Evaluation Period Completion
Within 120 days of Submission Deadline	Proposal Validity Period
May 1, 2024	Anticipated Contract Award
June 1, 2024	Service/Contract Start Date

.2 The City reserves the right to, in the City's sole and absolute discretion, at any time:

- revise the RFP schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFP, including the Submission Deadline.
- to add to, delete or re-order any of the milestones set out in this RFP, at any time; or

- modify the RFP process.

.3 All Proponents are encouraged to register and attend these optional meetings to familiarize themselves with the required deliverables of this RFP:

Optional Meeting #1: Pre-Proposal Information Meeting

Date: March 14, 2024

Time: 11:00 am EST (Toronto time)

Location: Virtual Webex Meeting

Format: Virtual Meeting

To Register: Please email PFRRFP@toronto.ca by March 13, 2024 to register for this meeting.

2.2 Procurement Contact

.1 The contact person at the City for all matters related to this RFP process (the "Procurement Contact") is:

Glenn Zeta

Business Services Officer

Business Services and Partnerships

Parks, Forestry & Recreation

Phone: 647-539-4886

Email: PFRRFP@toronto.ca

.2 All communications relating to this RFP must be submitted in writing via email to the Procurement Contact, with the subject line referencing the specific RFP document number.

.3 Only communications received by the Procurement Contact in the manner permitted as outlined in this Section will be considered in the RFP process.

2.3 Proponent's Responsibility

.1 It shall be the responsibility of each Proponent to:

- a. examine all the components of this RFP, including all reference documents, appendices, forms and addenda.
- b. promptly notify the Procurement Contact of any perceived errors, omissions, conflicts, ambiguities or discrepancies in the RFP.

- c. obtain, from online or other sources or in person from the Procurement contact, as specified in the RFP, any document that is referenced or mentioned in this RFP which is not included herein.
- d. acquire a clear and comprehensive knowledge of the required services before submitting a Proposal.
- e. to become familiar, and (if it becomes a preferred Proponent) comply, with all of the City's Policies and Legislation set out on the [City of Toronto Purchasing Policies and Procedures Webpage](#).

.2 The failure of any Proponent to receive, acquire or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal, Contract or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal. The City is not responsible for any misunderstanding on the part of any Proponent concerning this RFP or its processes.

.3 All Proponents must acknowledge receipt of all Addenda in the space provided on the Medallia Agile Research Tool used for proposal submission.

2.4 Accessing and Responding to the RFP

.1 The RFP is available only through the City's Business Opportunities for Parks, Forestry & Recreation webpage: [Business Opportunities for Parks, Forestry & Recreation – City of Toronto](#).

.2 For clarity, no prequalification documents issued by the City or prequalification submissions delivered by the Proponents to the City shall form a part of the RFP or the Contract. Invitation to submit a Proposal, including participation in any pre-qualification, request for information or other similar process or exchange of information prior to the RFP, does not imply that a Proponent is automatically prequalified to meet the requirements of the RFP. The factors which were examined during such process or exchange may not be re-examined or re-evaluated by the City during the consideration and selection process for this RFP. It will still be necessary for the Proponents to demonstrate its qualifications through this RFP process.

.3 Proponents that intend to respond to the RFP must ensure that they have the necessary hardware and software to access the RFP document through the webpage and the Medallia Agile Research online submission tool

.4 Proponents that intend to respond to the RFP must check the designated webpage from time to time for:

- the addition, deletion or amendment of any documents related to the RFP
- Addenda and the posting of responses to Questions.

.5 Proponents at all times must keep themselves informed of and take into account the most current version of the RFP and other City materials available on the designated City webpage specified in this section.

.6 It is recommended that Proponents monitor their spam/ clutter/ junk filters to ensure they do not miss messages sent by the City related to this RFP.

.7 The City will not assume any risk, responsibility or liability whatsoever to Proponents' ability to download, view, or submit documents, including delays caused by the email systems or Medallia Agile Research online submission tool

.8 Each Proponent is solely responsible for accessing the RFP in sufficient time prior to the Submission Deadline to enable the Proponent to submit a Proposal by the required submission deadline.

2.5 Prohibited Communication

.1 Proponents (including potential Proponents) and their representatives shall not discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Proposal or this RFP with:

- any employee, official, agent, elected or appointed official or other representative of the City other than the Procurement Contact; or
- anyone not specifically involved in their Proposal (including, without limitation, any other Proponent), except as may be authorized in writing by the Procurement Contact.

.2 Other than the Procurement Contact, no City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFP. Any Proponent who uses or relies on any representation, information, clarification, correspondence or other communication from any other City representative does so entirely at the Proponent's own risk and the City shall not be bound by such representation, information, clarification, correspondence or other communication.

.3 Notwithstanding anything to the contrary set out in this RFP, each Proponent shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:

- [Toronto Municipal Code Chapter 140](#)
- [Interpretation and Advisory Bulletins - Toronto Lobbyist Registrar](#)

.4 Communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP 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 Supplier Code of Conduct provides that any Proponent found in breach of the provisions therein respecting prohibited communications may be subject to disqualification from this RFP or suspended from future procurements in the sole and absolute discretion of the City.

.5 Without limiting any other provision of this RFP, any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

2.6 Addenda

.1 The RFP may only be amended by Addendum in accordance with this section. Prior to the Submission Deadline, the City may at any time or times modify the RFP in whole or in part through the issuance of an Addenda, if deemed necessary by the City. Each Addendum shall form an integral part of this RFP.

.2 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 [Business Opportunities for Parks, Forestry & Recreation – City of Toronto](#). Proponents and prospective Proponents should monitor this website as frequently as they deem appropriate until the day of the Submission Deadline. Only answers to issues of substance will be posted.

.3 Proponents shall be wholly responsible for checking and reviewing any posted Addenda and ensuring the completeness of the RFP (as amended) and their Proposals (as impacted by such Addenda). The City is not responsible for any incomplete or incorrect Proposals resulting from the issuance of an Addendum or a Proponent's failure to update its Proposal in response to an Addendum.

.4 The City will make reasonable efforts to issue the final Addendum (if any) in a sufficient time prior to the Submission Deadline to allow Proponents to submit their Proposals. If any Addendum requires substantial amendments to the RFP, the City may, in its sole and absolute discretion, extend the Submission Deadline.

.5 Other than documents issued as part of the RFP (including Addenda), the City shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents at an Information Meeting. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFP unless in the form of an Addendum.

.6 Any reference in this RFP to any document comprising this RFP includes any amendments to such document made in accordance with this section.

2.7 Questions

.1 Proponents finding errors, omissions, conflicts, ambiguities or discrepancies in the RFP or having questions, comments or concerns regarding this RFP, its process and related matters ("Questions") should submit such Questions to the Procurement Contact via email to PFRRFP@toronto.ca, by referencing the RFP document number in the subject line. The City must receive these written communications no later than the deadline for questions.

.2 The City will make reasonable efforts to respond to Questions received by the deadline for Questions set out in the RFP timeline in Section 2.1. However, the City shall have no obligation

to respond to any or all Questions, and the City's determination as to whether or not it will respond to any Question shall be in the City's sole and absolute discretion. The onus is on each Proponent to confirm the City has received all correspondence from the Proponent.

.3 Although it is the City's practice to make available to all Questions received as well as responses to such Questions:

- a. for Questions of an administrative nature; or
- b. where a prospective Proponent's Question is identified as commercially confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be commercially confidential, the City may provide a response only to that Proponent. The City reserves the right to edit Questions for clarity and applicability to all Proponents generally.

.4 Pursuant to Section 2.6 (Addenda), responses to Questions prepared and circulated by the City are not RFP documents and do not amend the RFP, unless such responses form part of an Addendum.

.5 If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum. 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.

2.8 Submission of Proposals

.1 Proposals must be submitted via Medallia Agile Research submission tool at the designated Medallia Agile Research submission links by the Submission Deadline.

Part 1 - Forms A, B, C:

<https://cotsurvey.chkmkt.com/?e=370431&d=l&h=7A6348DE319109E&l=en>

Part 2 - Forms D:

<https://cotsurvey.chkmkt.com/?e=370437&d=l&h=1438B9B1494957F&l=en>

Both parts must be completed by the Submission Deadline in order for a Proposal to be considered submitted successfully on time. Proposals will be rejected as non-compliant if submitted by any other mechanism including, but not limited to post, courier, fax, or orally, unless specifically requested by the City Procurement Contact.

.2 The City will not accept any Proposals that are attempted to be submitted after the Submission Deadline.

.3 It is the Proponent's sole responsibility to ensure its Proposal is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Proposals can be delayed due to a number of factors including "internet traffic," file transfer size and

transmission speed. The Proponent should allow sufficient time to prepare the required documents, complete the online Medallia Agile Research submission forms, and submit via the designated Medallia Agile Research tool, with any applicable attachments.

.4 A Proposal will only be considered to be submitted once it has been received by the online Medallia Agile Research submission tool via the designated URLs. The time of such receipt is reflected by the Medallia Agile Research system, regardless of when the Proposal was submitted by the Proponent.

.5 An acknowledgement of receipt will be sent to Proponent to indicate the proposal has been received. It is the responsibility of the Proponent to follow up if the acknowledgement has not confirmed receipt. Proponents are encouraged to allocate adequate time to submit their proposals in advance of the submission deadline such that any delays, technical problems, or issues can be remedied prior to Submission Deadline.

.6 Proponents must submit their Proposals in the format presented, prescribed and compatible with the requirements of the RFP. Failure to fully complete the forms presented in this RFP or to include and submit the required attachments or separate documentation, as applicable, may result in the proposal being rejected as non-compliant.

.7 The forms, documents and other items outlined in this must be completed in their entirety and submitted in the format in accordance with the requirements of the RFP. Failure to so submit any such items may result in the Proposal being rejected as non-compliant.

.8 Any documents forming part of a Proposal uploaded to the Medallia Agile Research tool by the Proponent must:

- not have a security password.
- not be defective, corrupted or blank; and
- uploaded and attached via the Medallia Agile Research tool with your submission; and be provided in PDF format and be able to be opened and viewed by the City.

.9 All Proponents should exercise extreme care when completing their Proposal submissions, as failure to complete the Proposal fully or to comply with the requirements of this RFP may cause the Proposal to be rejected as non-compliant.

.10 The Proponent shall complete and submit all information and respond to all items within the required standard forms and supply additional information and documents as outlined. This includes the following forms found in **Appendix C**:

- a. **Proposal Submission Form and Qualification and Capacity Form**, including confirmatory statements and declarations in respect to the City's Policies and Legislation. Also includes reference forms and the City reserves the right to verify past performance of the Proponents, or its Affiliated Persons with the City's performance records on relevant City projects
- b. **Technical Proposal** , a tool for the Proponent's proposal to meet the service,

goods, and/or other deliverables. Proponents must prepare a proposal to address how they would meet the Deliverables.

- c. **Financial Proposal Form.** Proponents must comply with the requirements of the RFP, including the Scope and Deliverables in Section 3 and Agreement Terms and Conditions outlined in Appendix B.

2.9 Amendment of Proposals

- .1 Prior to the Submission Deadline, a Proponent may amend its Proposal by resubmitting the revised Proposal in its entirety, including all required forms and associated documents through the designated Medallia Agile Research links. Previous submissions would be voided and will not be reviewed. The City will consider the latest submission that is received on time as the final copy, used for the purposes of evaluation for the RFP.
- .2 Revised Proposal will be submitted in accordance with instructions in Section 2.8.

2.10 Withdrawal of Proposals

- .1 A Proposal may be withdrawn at any time prior to the Submission Deadline by emailing the Procurement Contact, stating intent to withdraw the proposal and referencing the RFP document number in the subject line. Other methods are not acceptable.
- .2 If a Proponent fails to properly withdraw a Proposal on time, the Proposal shall be considered to be the Proponent's submitted Proposal.
- .3 Any Proposals that are properly withdrawn will not be examined or evaluated for the purpose of the RFP but shall be retained for the City's record retention purposes.
- .4 A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

2.11 Proposal Validity Period

- .1 Upon the Submission Deadline, each submitted Proposal shall be irrevocable and binding on Suppliers for the period of time following the Submission Deadline as set out in the RFP timetable in Section 2.1 (RFP Process Schedule) ("Proposal Validity Period").
- .2 In exceptional circumstances, prior to the expiration of the Proposal Validity Period, the City may request Proponents to extend the validity of their Proposal. The request and responses shall be made in writing by the Procurement Contact through email. A Proponent may refuse the City's request without rendering its Proposal non-compliant. A Proponent granting the request shall not be required or permitted to modify its Proposal.

2.12 Stages of Evaluation

- Stage 1: Mandatory Submission Requirements
Proposals will be reviewed to determine whether they comply with all the Mandatory Submission Requirements of the RFP.

- If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent with an opportunity to rectify the deficiencies.
- Please note that the rectification process is meant to clarify information and rectify deficiencies. Proponents should not be supplying new proposals (e.g., financial proposal, technical proposal, etc.) as they will not be accepted.
- If a Proponent fails to satisfy the Mandatory Submission Requirements within the Rectification Period, its Proposal will be excluded from further consideration.
- The Rectification Period will begin to run from the date and time the City issues a rectification notice to the Proponent.
- Proponents who meet the mandatory submission requirements in Stage 1 will proceed to Stage 2: Evaluation Stage.

.1 Stage 2: Evaluation

a. Stage 2a: Evaluation - Organizational Experience and Capacity

- The City shall review and score the Proponent's responses in the Organizational Experience and Capacity Form received through the Medallia Agile Research tool.

b. Stage 2b: Evaluation - Technical Proposal

- The Technical Proposal Checklist in Appendix C is to be completed and submitted with the proposal for evaluation.
- Proponents that meet the minimum threshold scores of Stages 2b will proceed to having their Financial Proposal evaluated in Stage 2c.

c. Stage 2c: Evaluation – Financial Proposal

- The City will not open Proponent's responses to the Financial Proposal Form until the evaluation of Stage 2b is completed.
- Financial Proposals that do not meet Mandatory Financial Requirements as outlined in Section 3 and Section 5 will be disqualified from further consideration.

.2 Stage 3: Ranking of Proposal

- The Proponents' scores from Stages 2a, 2b and 2c will be combined as the evaluation score and ranked in descending order, whereby the Proponent with

the Proposal with the highest score will be ranked as the Top-Scoring Proposal.

In the event of a tie in the combined Evaluation scores, the Proposal with the higher score in Stage 2c will be considered the Top-Scoring Proposal.

- .3 The City may not consider a Proposal at any stage for further evaluation and award if:
- The Proponent provided any misleading, incorrect and/or false information in their proposal document at any stage.
 - The evaluation team determines that the Proponent's Proposal submission is a duplicate from another project and/or RFP / solicitation from the past or a standard corporate / company material provided as filler for this RFP.
 - References provided by the Proponent could not be confirmed/validated.
 - The Proponent and/or its submission could not prove and satisfy the City's evaluation team that they have sufficient professional and qualified staff to meet the requirements to achieve the Deliverables.
 - All above disqualifications are in addition to the City's terms and conditions as outlined in this RFP.

2.13 Selection Process, Evaluation Criteria and Mandatory Requirements

.1 All proposals will be evaluated 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.

Table 2. Evaluation Stages and Scoring

Stage 1: Mandatory Submission Requirements

Compliance with Mandatory Submission Requirements as indicated in Stage 1: **Yes / No**

Stage 2a: Evaluation – Qualifications and Organizational Capacity

Evaluation Stage	Total Points per Stage	Achievable Points per Subsection	Minimum Threshold
<p>Experience and Qualification of Proponent</p> <ul style="list-style-type: none"> • Experience in Delivery of Service <ul style="list-style-type: none"> - Completion of a project similar to the business proposal. • Reference Forms <ul style="list-style-type: none"> - Preferably provide a minimum of two (2) references for the purpose of evaluating the Proponent’s experience and track record of success. • Bank Confirmation <ul style="list-style-type: none"> - Provide sufficient proof of funds through bank records, tax records, etc. 	10	5	N/A
<p>Organizational Capacity</p> <ul style="list-style-type: none"> • Staff Information <ul style="list-style-type: none"> - Present human resources information including but not limited to employee names, related experience, certifications, education training related to the service • Responsibilities <ul style="list-style-type: none"> - Responsibilities must be clearly defined and outlined in a job description. All hired employees must satisfy the requirements indicated in the job description and exhibit ability or experience performing the outlined responsibilities • Social Procurement <ul style="list-style-type: none"> - Being a diverse supplier and having policies and programs that engage equity-seeking community in the proponent's workforce and supply chain 		5	N/A

Stage 2b: Evaluation - Technical Proposal

Evaluation Stage	Total Points per Stage	Achievable Points per Subsection	Minimum Threshold
<p>Service Provision</p> <ul style="list-style-type: none"> • Craft Type and Size of Fleet, Operating Concept and Hours of Operation <ul style="list-style-type: none"> - Proponent to provide description of type of craft and numbers. Outline an operating concept demonstrating the proposed operation, the style and the physical nature of its construction, and how it will aesthetically fit within a park setting • Plan for Storage Service <ul style="list-style-type: none"> - Should include location, and back-up plan should there be an issue with the location. Must also be aesthetically pleasing with the surrounding park lands • Rental Fee Structure <ul style="list-style-type: none"> - Consistent with industry standards, fair market value, sustainable for the proponent and future users • Service Standards <ul style="list-style-type: none"> - Standards must be clearly identified and practiced by staff and equipment must adhere to satisfactory technical and industry standards 	60	30	N/A
<p>Customer Service</p> <ul style="list-style-type: none"> • Staff Training <ul style="list-style-type: none"> - Must demonstrate how staff are fully capable in providing excellent customer service • Complaint Handling <ul style="list-style-type: none"> - Experience in customer-facing roles. A clear avenue for complaints will be made available to the public • Communication <ul style="list-style-type: none"> - Proponent must provide an easy and 		5	N/A

<p>customer friendly way on how to relay messages from the users to the business owner</p> <ul style="list-style-type: none"> • Booking Structure <ul style="list-style-type: none"> - Clearly outlined in the Proponent's website or social media account including the hours of operation and fee structure. 			
<p>Safety</p> <ul style="list-style-type: none"> • Safety Mechanisms <ul style="list-style-type: none"> - Proponent must identify safety mechanisms in place during hours of operation • Inspection and Maintenance <ul style="list-style-type: none"> - Schedule of daily inspection and maintenance must be provided that clearly demonstrates safety protocols • Policies and Procedures <ul style="list-style-type: none"> - Safety procedures will be posted in conspicuous places, translated in the official languages and employees' languages, and be available in accessible formats. • Safety Standards for watercraft <ul style="list-style-type: none"> - Proponent must provide certified safety standards for the type of watercraft they will be using for their business. 		5	N/A
<p>Business Strategy</p> <ul style="list-style-type: none"> • Risk and Mitigation <ul style="list-style-type: none"> - Clearly provide a risk management control procedure • Sustainability <ul style="list-style-type: none"> - Business must adhere to current environmental standards • Innovation <ul style="list-style-type: none"> - The proposal shall demonstrate continuous improvement in providing the service through innovation. • Performance Measurement Tools <ul style="list-style-type: none"> - The performance measurement tools must clearly indicate the parameters which performance is measured against. 		4	N/A

Evaluation Stage	Total Points per Stage	Achievable Points per Subsection	Minimum Threshold
<p>Marketing and Sales Strategy</p> <ul style="list-style-type: none"> • Website <ul style="list-style-type: none"> - User friendly website that clearly provides information regarding the business to ensure the business' profitability and long-term viability • Social Media <ul style="list-style-type: none"> - Social media accounts are encouraged in order to provide easy communication to the public • Marketing Plan <ul style="list-style-type: none"> - Business proposal shall provide a marketing plan that provides best opportunity to be successful (includes methods of publicity) 		3	N/A
<p>Site Restoration</p> <ul style="list-style-type: none"> • Site Setup and Wrap up plan <ul style="list-style-type: none"> - Proponent shall provide a clear site setup plan which includes a wrap up procedure at end of every season both of which shall be satisfactory to the City 		3	N/A
Total Technical Score	60	60	30
Stage 2c: Evaluation – Financial Proposal			
Proposed License Fee to the City (minimum licensee fee based on Appraisal)	40	40	N/A

.2 Proponent’s responses to Evaluation Criteria content described above and in Section 3, except the Financial proposal Evaluation, will be evaluated and scored using the Scoring Gradient outlined in the following table:

.3 Table 3. Scoring Gradient

Score	Detailed Description
<p style="text-align: center;">10 Excellent</p>	<p>Fully meets the City's requirement. All requirements are addressed with the highest degree of confidence in the Proponent's response or proposed solution. The response exceeds the requirements in providing a superior response or proposed solution. Submission demonstrates a clear understanding and demonstrates ability to meet the major requirements and minor considerations in ways that bring benefit(s) to the City.</p>
<p style="text-align: center;">9 Very Good</p>	<p>All considerations of the requirements are addressed with a high degree of confidence in the Proponent's response or proposed solution. The proponent's response is acceptable and meets requirements with sufficiency and good satisfaction. All major requirements are met, and most minor considerations are met. Small improvements can be made for responses provided.</p>
<p style="text-align: center;">8 Good</p>	<p>The response meets the requirements in all major requirements and most minor considerations but is lacking or inconsistent in a few minor considerations.</p> <p>The Proponent's submission meets the City's requirements with some minor deficiencies that do not significantly jeopardize required outcomes.</p>
<p style="text-align: center;">7 Fair / Satisfactory</p>	<p>The response fully and adequately meets all major requirements but does not meet some minor requirements considerations. Overall, the response is acceptable and satisfactory in all key areas but there are some areas for improvement in minor considerations</p>
<p style="text-align: center;">6 Somewhat Satisfactory</p>	<p>The response meets most but not all major requirements with one or more major requirements deficient. Most or all minor requirements are met.</p>

<p style="text-align: center;">5</p> <p style="text-align: center;">Minimally Satisfactory</p>	<p>The response meets the requirements in some major requirements and provides certain information, which is relevant but is lacking or inconsistent. Submission adequately addresses some major components of the requirement but misunderstands some requirements or is unable to deliver fully on some requirements. Some minor requirements are met, but others are deficient.</p>
<p style="text-align: center;">4</p> <p style="text-align: center;">Unsatisfactory/ Inadequate</p>	<p>The response falls short of achieving the expected standards in several identifiable aspects of the question and requirements of deliverables. Some major requirements are mostly met, but other major requirements are significantly lacking. A few minor considerations are met or partially met, but most are missing or deficient.</p>
<p style="text-align: center;">3</p> <p style="text-align: center;">Weak</p>	<p>Minimal response with great deficiencies in most requirements, with only partial or a small portion of a few requirements are met. Demonstrates little understanding of the requirement of the Requirements of Deliverables.</p>
<p style="text-align: center;">2</p> <p style="text-align: center;">Poor</p>	<p>The response significantly fails to meet the standards required as per Requirements of Deliverables or contains significant shortcomings in most or all areas and requirements.</p>
<p style="text-align: center;">1</p> <p style="text-align: center;">Very Poor</p>	<p>A response is provided that is very minimally relevant to the requirements. The response fails to adequately meet most or all of the requirements, with many key areas missing or not mentioned. There is no understanding or ability to meet requirements in the response.</p>
<p style="text-align: center;">0</p> <p style="text-align: center;">Irrelevant/ No answer</p>	<p>No response is provided, or the response is not relevant to the question. Response fails to address the requirements.</p>

2.14 Evaluation Results

.1 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 relicensing pursuant to MFIPPA.

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

As part of their proposals under Section 2b Technical Proposal, each Proponent will rank their preferred locations from one (1) to (7). Proponents should indicate N/A if they are uninterested in operating out of a location. Locations will be offered to the Proponents based on their ranking in the evaluation process. Only Proponent's first preferred location must have the site plans/any renderings of the business operation. Should a Proponent be offered a site which is not their top choice, a detailed site plan will need to be submitted to the City for review and approval before license execution.

2.15 Contract Award and Execution

.1 During the Proposal Validity Period, the City intends to finalize the License and the licensee (collectively, the "Agreement"), based on the Agreement Terms and Conditions set out in Appendix B, with the Preferred Proponent as identified through the evaluation process as described in 2.12 and 2.13, and with the considerations described in 2.14. In addition to the Agreement Terms and Conditions, the Agreement may also include any supplementary or additional terms that the City deems appropriate for the Deliverables. 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.

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

.3 All contract awards are subject to the execution of an agreement based on the Agreement Terms and Conditions set out in Appendix B of this RFP, which are non-negotiable and shall be in a form satisfactory to the General Manager, Parks, Forestry and Recreation and the City Solicitor. Any Agreement will incorporate as schedules or appendices as 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.

.4 Proponents are reminded that there is a question-and-answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in Section 2.7. The City will consider such requests for clarification at that time and will not make substantive changes to those terms after the Closing Deadline during the Bid Validity Period.

.5 After award, the Preferred Proponent will execute and deliver the Agreement and any required performance security and insurance certificates in a digital form that is legally verifiable and enforceable. At no time will the Preferred Proponent have access to the Licensed area until the Agreement and any required performance security and insurance certificates are received by the City. The failure of the Preferred Proponent to execute the final License and license agreement, the Final Agreement in a manner satisfactory to the General Manager, Parks

Forestry and Recreation and the City Solicitor, and submit the necessary documents required by the City, in a timely manner, shall constitute sufficient grounds to rescind the award and may constitute grounds to suspend the Licensee from further procurements for such period of time as may be determined under the City's Supplier Code of Conduct. The City may then invite the next-best-ranked Proponent to enter into negotiations to finalize an agreement or the City may elect to cancel the RFP process.

2.16 Notification to Other Proponents

.1 Once the City has successfully awarded and executed the Contract, the other Proponents will be notified by the City in writing via email.

2.17 Debriefing

.1 Unsuccessful Proponents may request a debriefing (which may be in person, by phone call or virtual meeting, at the City's discretion) after receipt of a notification of the outcome of the selection process.

.2 All requests must be in writing to the Procurement Contact through email to the Procurement Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is at the sole and absolute discretion of the City, and not for the purpose of providing an opportunity to challenge the RFP process.

2.18 Additional Information, Terms and Conditions

.1 Additional information, Terms and Conditions of the RFP process can be found in Appendix A of this RFP.

Agreement Terms and Conditions can be found in Appendix B of this RFP.

Section 3: Mandatory Deliverables

3.1 Mandatory Qualification Requirements

3.1.1 The City is seeking Proponents with industry experience and organizational capacity to competently deliver on the requirements of the RFP. This is assessed through the completion of the forms in Appendix C along with associated documents. Specifically, the minimum standard includes, but are not limited to:

- Proponents should have staff, organization and financial resources to ensure their ongoing ability to manage the operation.
- Proponents demonstrate specific knowledge and experience in performing similar work for projects of comparable nature and size. This experience should include involvement with marketing, product development, customer service, and operations.
- 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 non-motorized water rental operations that are similar to the solution being proposed in response to this RFP.
- Clear 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.
- 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 aesthetically pleasing, environmentally friendly, functional, and not a hazard to the general public

3.2 Mandatory Deliverable Requirements

3.2.1 Non-Motorized Watercraft Rental Service

- The proponent must be able to operate a small scale Non-Motorized Watercraft Rental Service for public use. The preferred proponent will enter into a License Agreement in accordance with the Agreement terms and conditions under Appendix B. The proponent shall keep available for rental by persons visiting the Park, a sufficient number and variety of sizes of Non-Motorized Watercrafts that are in excellent condition and regularly inspected and maintained.

3.2.2 Service to the Public

- Developing and promoting community engagement with the public along with promoting equitable access to quality, safe, well maintained and cost-effective programs and services.
- Strategies to provide customer service excellence. Proponents are to itemize the steps that will be taken to ensure high quality customer service standards, how service excellence will be monitored, measured, and maintained, and what improvements are proposed.
- Complaint handling and incident management procedures, including means for receiving feedback, tracking of complaints and incidents, mechanisms for escalating concerns, and standards for following up to ensure complaints or incidents are resolved and prevented for the future.

3.2.3 Safety

- Plans to ensure that the operation of the business and amenities meet safety standards.
- Detailed plan for inspection and quality control practices to ensure safe operation of the business at the Licensed Areas.
- Provision of safety and emergency equipment, features, and procedures (emergency response plans, drills, etc.), including associated training plans for staff.
- Safe operation for weather-related events (e.g., windstorms, thunderstorms, blackouts, etc.), including measures for ensuring the protection of the clients and the public.
- Proponents 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.

3.2.4 Business Strategy

- Marketing plan and communication strategy that would effectively promote programs and services to increase participation, and clearly convey services, prices, and policies and procedures. All signage, posted materials, websites and communication tools should be AODA compliant and accessible.
- Outline of potential risks and proposed mitigation strategies to demonstrate business acuity, contingency planning, and readiness for potential impacts to the business that can affect the Proponent's ability to meet Deliverables.

3.3 Mandatory Financial Requirements

- 3.3.1 The City expects to receive fair market value, which is a minimum of \$8,000 in license fees plus HST annually for the services provided and is seeking to work with a Proponent that can provide the most optimal technical and financial solution. The financial evaluation will form part of the evaluation as described in Section 2 and Section 5.
- 3.3.2 The Proponent is responsible for adhering to the payment schedule and supplying associated reports of utilization and financial information for reconciliation. The Proponent is fully responsible for the expenses for operation of the business, including payment of taxes, merchant fees, bank fees, utilities, wages, repairs, equipment, licenses, insurance, maintenance, and capital investments. License fee shall be at least \$8,000 annually and will increase 2% per year to reflect Cost of Living Adjustment (COLA).

3.4 Communication and Meeting Requirements

- 3.4.1 Any major operational changes, concerns, or issues should be communicated amongst the parties for response and action.

3.8 Supplementary Information

- 3.8.1 Background and additional information about the project are provided in Appendix D, E, F, and Gas context to inform and assist the Proponent in formulating a solution and competitive proposal for consideration in this RFP process.

Section 4: Instructions for Forms and Proposal

4.1 Submission Forms and Proposal Requirements

4.1.1 As a Mandatory Requirement, Proponents must complete and submit all required forms and provide any required information, documents, and supplementary files in the designated format as outlined by the RFP by the submission deadline to the Medallia Agile Research tool. Proponents are to complete the submission forms as provided in Appendix C, which will be used by evaluators to score the proposed solutions in the selection process and evaluation criteria set out in Section 2.13.

4.1.2 No financial or cost information shall be included in the Proposal Submission Form, Organizational Experience and Capacity and Technical Proposal portions of the proposal. The following sections are to be completed in the survey submission:

- Proposal Submission Form
- Qualification and Capacity Form
- Technical Proposal Form
- Financial Proposal Form

4.1.3 The content of the submissions is to be presented in English in font size no less than size 11, on letter paper size (8.5" x 11") in PDF format. All the pages should be numbered.

4.1.4 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 questions rather than make assumptions. Questions should be asked in accordance with the format outlined in Section 2.7. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the City in the City's sole discretion.

4.1.5 In providing references, Proponents agree that the City can and may 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. Reference contact person must not be participating as a Proponent for this Request for Proposal. Proponents are asked to confirm with the references to ensure that they are aware they are serving as a reference for the Proponent for this RFP and that they have agreed to be references for the Proponent and may be contacted by the City of Toronto. The City's evaluation may

include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the City or other related Agencies, Boards or Commissions of the City.

4.2 Qualifications and Capacity Content

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

Experience and Qualification of Proponent

a. Experience in Delivery Service

Describe the necessary skills, experience and expertise in the delivery of the proposed business operation the Proponent plans to offer. This experience should include involvement with marketing, product development, customer service, and operations and any other experience of the Proponent with other similar projects.

b. Reference Forms

As described under Appendix C: Reference Forms. 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 Non-Motorized Watercraft rental operations that are similar to the solution being proposed in response to this RFP.

c. Bank Confirmation

Proponents should demonstrate that they are currently in good financial standing via a confirmation document from a bank.

Organizational Capacity

a. Staff Information

Present human resources information including but not limited to employee names, related experience, certifications, education and training related to the service.

b. Responsibilities

Responsibilities must be clearly defined and outlined for each key personnel illustrating how

each contribute to the overall success of the business.

c. Social Procurement

The Proponent acknowledges that the City expects its Proponents to embrace and support the City of Toronto's Social Procurement Program and its respective goals of Proponent diversity and workforce development. For more information, please visit [Social Procurement Policy](#). Specifically:

- Policies and procedures in place to support diverse suppliers and subcontractors.
- Proponent has a strategy to recruit and support hiring of members of the equity-seeking communities.

4.3 Technical Proposal Content

Information required for the technical proposal to be evaluated as described on the Table 2 and to be submitted per Appendix C: Technical Proposal Form

Service Provision

- Proponents must provide information on the craft type and number to be used in the business. A brief description of their proposed operation outlining the style and the physical nature of its construction and must be aesthetically pleasing with the surrounding park lands. Storage plan should include 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. Fee Structure of the business consistent with industry standards, fair market value, sustainable for the proponent and future users. Service Standards must be clearly identified and must adhere to satisfactory technical and industry standards.

Customer Service

- Proponents must provide information regarding process of Staff Training to ensure all are competent catering the public. Details on how complaints are handled and with how the public can communicate with the Licensee through different lines of communication – giving example of how complaints are handled would be ideal. Booking structure should also be described in this part.

Safety

- Essential to the business operation is safety. Proponents to provide specific details on how safety mechanisms and processes work on a daily business operation – this includes inspection and maintenance of the watercraft as well as specific situations such as weather changes. Please include any policies and procedures that the business implements throughout the operating season. Any information on safety standards for watercrafts shall be provided.

Business Strategy

- Proponent must describe how their operation would be successful from the business perspective this can include any risk assessment tools and mitigation policies. As part of the proposal, the proponent should provide a description on how the operation would be sustainable from the business perspective – any innovation that sets their business apart is encouraged. Lastly, any performance measurement tools used by the proponent is also included in this section.

Marketing and Sales Strategy

- Proponent must provide a brief description on the business' marketing and sales strategy. Links to the business website and social media platforms are to be included.

Site Restoration

- Since the operation is seasonal, the proponent must provide a site restoration plan that will be implemented at the end of every season. The site must be clear shall be satisfactory to the City.

4.3.1 The Technical Proposal content should not exceed 20 pages. Unlimited appendices are permitted.

4.3.2 Where possible, photos, renderings, examples, and drawings can and should be included in the appendices to show example of deliverables being proposed.

Section 5: Instructions for Financial Proposal

5.1 Instructions to Financial Proposal

- 5.1.1 Proponents must isolate the Financial Proposal as a separate PDF file in the submission as technical and commercial components are to be marked separately for fairness. All Financial Proposal or pricing information can only appear in the Financial Proposal file and must not be included in the Technical Proposal PDF or other areas of the submission.
- 5.1.2 All sections of the Financial Proposal Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate.
- 5.1.3 Proponents that do not fully complete these forms (such as leaving lines blank) or have unclear answers (such as “n/a,” “-,” “tba” or “included” etc.) will be declared non-compliant.
- 5.1.4 Proponents are not to base their Financial Proposal Form upon unilateral or undisclosed assumptions or conditions which, if not true, would render the Proponent’s Financial Proposal inapplicable or subject to change.

5.2 Payment Terms

- 5.2.1 The Proponent agrees to pay the agreed upon License Fee, and Additional Fee, in accordance with the payment schedule outlined in Section 3.6 and Appendix B4. Financial reports should be submitted with the payment as per the requirements outlined in Section 3.8 for reconciliation.
- 5.2.2 Annually, financial statements are to be submitted to the City of Toronto for accountability and review.
- 5.2.3 The Proponent is responsible for accounting and paying all of the HST to CRA.

5.3 Financial Proposal Evaluation

- 5.3.1 The Financial Proposal is worth 40 points of the total score.

5.3.2 The scores for each subsection for Financial Proposal evaluation will be calculated separately for each subsection and calculated in relation to top financial proposal and calculated separately. The following example is for illustration purposes:

- Proponent A offers \$X as License Fee, which is the top License Fee financial proposal and would receive full 40 marks in the License Fee subsection.
- Proponent B offers \$Y as License Fee. The License Fee score for the Proponent B = $\$Y/\$X * [40 \text{ Points}]$.

Appendix A: RFP Terms and Conditions

In addition to the terms, conditions, process, and information set out in Section 1 of this RFP, the following are terms and conditions to be noted:

A.1 Terminology, Reference, and Interpretation

A.1.1 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).

A.1.2 The following is a list of definitions to be used throughout this Request for Proposal, unless inconsistent with the subject matter or context:

- “**Addenda**” or “**Addendum**” means a document containing additional information and/or changes to the RFP issued by the City posted on the designated webpage prior to the Submission Deadline.
- “**Additional Fee**” means all monies payable by the Licensee under the license (except License Fee) and includes, without limitation, operating costs, utilities, water, and taxes.
- “**Agreement**” means any the License and License entered into between the City and a Proponent with respect to the operation of the business 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.
- “**City’s Policies and Legislation**” means Chapter 195, Purchasing, of the Toronto Municipal Code and the related procurement policies, procedures and guidelines set out on the City of Toronto’s Purchasing Policies and Legislation Webpage as amended, supplemented, re-enacted or replaced from time to time.
- “**Council**” means Toronto City Council.

- “**Deliverables**” means the services, goods, and/or products that can be provided by the Proponent to meet the requirements requested by the City in the RFP.
- “**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, licensed and licensed from the province of Ontario and currently considered for this RFP for the license agreement. A sketch can be found in Appendix E.
- “**License Fee**” means the set amount that is paid to the City each year by the Licensee, as proposed by the Proponent.
- “**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.
- “**Non-motorized Watercraft**” means any boat or vessel that is not motorized. This includes canoe, kayak, raft, stand up paddle (SUP) board, sailboat, paddle boat, belly boat, drift boat, windsurfing, kite boarding, inflatable watercraft, pedal assist kayaks, catamarans, car toppers, cataract, and any other amphibious craft per Parks Canada <https://parks.canada.ca/voyage-travel/securite-safety/bulletins/c7e18951-4944-4d70-8006-cf94e50c4ae8>
- “**Person**” means any individual, partnership, limited partnership, firm, joint venture, syndicate, company or corporation with or without share capital,

trust, trustee, executor, administrator or other legal personal representative, governmental authority or entity however designated or constituted

- **“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.
- **“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.
- **“Proposal Materials”** means the documentation comprising any Proposal, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the City by, or on behalf of, any Proponent in connection with, or arising out of this 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.
- **“Licensee”** means the Supplier that the City has a License agreement with to offer the Deliverables required for the business
- **“Supplier”** means the provider of service, goods or products that the City is interested in procuring through this RFP.
- **“Top-Scoring Proposal”** means proposal that is ranked with the highest score based on the evaluation criteria outlined in Sections 2.13.

A.1.3 Interpretation of the RFP is outlined as follows:

- Except where otherwise requested, all documents relating to the Proposal and all communications between Proponents and the City will be in the English language.
- Except where otherwise disclosed, all references to times in this RFP will mean local time in Toronto, Ontario, Canada (Eastern Time)
- The phrase “includes” “, include” or “including” means “includes, without limitation” or “including” or “include, without limitation”.
- In the RFP, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- Unless otherwise stated herein, all amounts in the RFP are in Canadian dollars, including any amounts provided in the Financial proposal Form.
- In addition to the words defined in this section, the other words used in this RFP shall be interpreted consistent with the definitions contained in the City's Policies and Legislation.

A.2 General Process Terms and Conditions

A.2.1 Proponents acknowledge that their Proposals are governed by the terms and conditions set out in this RFP as well as the by-laws, policies and procedures established by the City (including the City's Policies and Legislation set out in the Proposal Submission Form). It is the responsibility of the Proponent to review and comply with all such policies.

A.2.2 Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.

A.2.3 The City will have no obligation to consider information, documentation or other content not included in a Proposal for the purpose of evaluating the Proposal. For clarity, the City will not consider any content referred to in but not included in the Proposal, including information referenced by links to websites or other external documents.

A.2.4 When evaluating proposals, the City may request further information from a Proponent or third parties in order to verify, clarify or supplement the information in the Proponent's Proposal. This may include but is not limited to clarification with respect to whether a Proposal meets the Mandatory Requirements set out in Sections 2 and 3.

The City may revisit and re-evaluate the Proponent's Proposal response or ranking on the basis of any such information.

A.3 Prime Proponent and Joint Venture Proposals

A.3.1 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.

A.3.2 A Proponent may be a private legal entity or any combination of such entities in the form of a joint venture (Joint Venture) under and existing Agreement or with the intent to enter into such an agreement as supported by a letter of intent. In the case of a Joint Venture, all members shall be jointly and severally liable for the execution of the entire contract if selected by the City. The Joint Venture shall nominate a representative who shall have the authority to conduct all business on behalf of all members of the Joint Venture during the procurement process and for the execution and performance of any resulting contract.

A.3.3 Where a Proposal is made by a 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.

A.4 Participation in Multiple Proposals

A.4.1 Submission or participation in more than one Proposal by a Proponent will result in the disqualification of all proposals in which the Proponent is involved. This does not limit the inclusion of the same subcontractor from being named in more than one Proposal as a subcontractor only.

A.5 Exceptions to Mandatory Requirements, Terms and Conditions

A.5.1 If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, they should notify the City in writing no 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.

A.6 Incurred Costs

A.6.1 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, demonstrations, 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.

A.7 Limitation of Liability

A.7.1 Notwithstanding anything in the RFP and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any Person, including any Proponent and prospective Proponent for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:

- this RFP;
- participation of any such Person in this RFP process,
- the provision and availability or lack of availability or accuracy of the City website, or
- the City's acts or omissions in connection with the conduct of this RFP process, including the acceptance, non-acceptance or delay in acceptance by the City of any Proposal. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any, or relating to a failure of the City website to comply with the rules set out in this RFP.

A.7.2 By submitting a Proposal to the City, each Proponent irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.

A.7.3 Each Proponent agrees that, despite this Section or any limitations of liability or relicenses in favour of City, if the City is found to be liable, in any way whatsoever, for

any act or omission in respect of the RFP or the provision of the City website, the total liability of the City to any Proponent or any other Person participating in the RFP process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Proponent's cost of preparing its Proposal.

A.7.4 Notwithstanding the City's limitation of liability, the Proponent may seek a debriefing or may pursue a Proposal Dispute of the RFP process in accordance with the City's Policies and Legislation.

A.8 Ownership and Confidentiality of City-Provided Data

A.8.1 The RFP and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to any Proponent or prospective Proponent by, or on behalf of, the City in connection with, or arising out of this RFP (collectively, the "City Materials") and all intellectual property rights therein:

- are and shall remain the sole and absolute property of the City;
- must be treated by Proponents and prospective Proponents as confidential and Proponents must maintain such confidentiality;
- must not be disclosed without prior written authorization from the City;
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of the Contract or any related subsequent agreement; and immediately upon the request of the City, must be returned by the Proponent to the City and all electronic copies must be destroyed.

A.8.2 Unless and to the extent provided otherwise in the Contract, the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials or that the City website will be made available uninterrupted or be error free or accurate, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials and the City website. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Proponents the general scale and deliverables of the Contract. Use of or reliance by Proponent on the City Materials and the City website shall be at the Proponent's sole risk and without recourse against the City.

A.8.3 It is the Proponent's responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:

- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in the Contract;
- ensure proper, accurate and effective use of the City website;
- satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
- prepare their Proposals in response to this RFP

A.8.4 The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not relicense for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

A.9 No Collusion

A.9.1 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.

A.10 Ownership of Proposal Materials

A10.1 The documentation comprising any Proposal, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the City by, or on behalf of, any Proponent in connection with, or arising out of this RFP (collectively, the "Proposal Materials") and all intellectual property rights therein, once received by the City:

- shall become the sole and absolute property of the City; and
- shall become subject to MFIPPA, and the City may be required to disclose the Proposal Materials members of the public, pursuant to MFIPPA.

A.10.2 Each Proponent:

- represents and warrants that the information contained in its Proposal Materials does not infringe any intellectual property right of any third party;

- hereby assigns and transfer to the City, and shall cause all its personnel and other third parties to assign and transfer to the City, all right, title and interest in the Proposal Materials, including intellectual property rights therein;
- shall cause all its personnel and other third parties to waive, for the benefit of the City, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Proposal Materials; and
- shall indemnify, defend and hold harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Proposal Materials.

A.10.3 Proponents are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the City's compliance with MFIPPA, Proponents are advised to identify in their Proposal Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

A.10.4 Each Proponent's name and total proposal price may be made public. Proposal Materials will, as necessary, be made available:

- on a confidential basis, to advisers retained by the City to advise or assist with the RFP process;
- to members of Council in accordance with the City's procedures; and
- to members of the public pursuant to MFIPPA.

A.10.5 The City will not return the Proposal or any other Proposal Materials.

A.11 Failure or Default of Proponent

A.11.1 Without prejudice to any other right or remedy available to the City under this RFP or at law, if the Proponent, for any reason, fails or defaults in respect of 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 any future procurement processes issued by the City.

A.11.2 The Proponent shall be ineligible to submit a new proposal for any procurement process that the City is required to reissue as a result of the Proponent's failure or default under the Contract or where the City deems that the Proponent has abandoned the Contract.

A.11.3 In addition, the City may at its option either:

- 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
- 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 proposal 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.

A.12 Acceptance of Proposals

A.12.1 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:

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

A.12.2 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.

A.13 Post-Submission Adjustments of Proposals

A.13.1 No unilateral adjustments by Proponents to submitted Proposals will be permitted. After the Submission 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.

A.14 Prohibition against Gratuities

A.14.1 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.

A.14.2 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.

A.15 Verification

A.15.1 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.

A.15.2 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 services required).

A.16 Conflicts of Interest

A.16.1 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.

A.16.2 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.

A.16.3 The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board, commission, or employee thereof having a financial interest in the Proponent and the nature of that interest.

A.16.4 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.

A.16.5 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 preferred Proponent for this project may participate in subsequent/other City projects provided the preferred 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 preferred Proponent.

A.17 Intellectual Property Rights

A.17.1 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.

A.18 Quasi-Criminal/Criminal Activity of a Proponent

A.18.1 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.

A.19 Supplier Code of Conduct

A.19.1 Each Proponent shall comply with the Supplier Code of Conduct as set out in the City's Policies and Legislation.

A.20 Governing Law and Enforceability

A.20.1 The terms and conditions of the RFP process are to be governed by and construed in accordance with the City's Policies and Legislation, the laws of the province of Ontario and the federal laws of Canada applicable therein.

A.20.2 If any provision of the RFP or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without:

- a. invalidating the remaining provisions of the RFP;
- b. changing the fundamental nature of the obligations assumed by the parties; and
- c. affecting its application to other parties or circumstances.

Appendix B: Agreement Terms and Conditions

The Preferred Proponent shall be required to enter into an Agreement with the City, substantially in accordance with the terms set out in this Appendix B – Agreement Terms and Conditions and on the City's standard form. 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– Agreement Terms and Conditions must follow the process outlined in Section 2.6 Addenda and Appendix A.5 Exceptions to Mandatory Requirements, Terms and Conditions. These Agreement Terms and Conditions are deemed to be incorporated into and take precedence over the terms of any purchase order issued in connection with this RFP.

The Agreement shall incorporate as schedules such parts of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the Deliverables.

B1. Definitions

- **“Additional Fee”** means all monies payable by the Licensee under the license (except License Fee) and includes, without limitation, operating costs, utilities, water, and taxes.
- **“Agreement”** means, the License agreement to be entered into between the City and the Preferred Proponent with respect to the operation of the business shall include the terms and conditions for the provision of the Services as set out in this RFP and the Preferred Proponent’s Proposal
- **“Applicable Law”** means all federal, provincial and municipal laws, regulations, rules, codes, policies (including, without limitation, the City's Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry, if applicable, and other policies or by-laws applicable to the City's service providers; 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), all directives and statutes of the City, the Toronto Police Services Board, the City of Toronto Medical Officer of Health and other public health officials, and those of any other lawful authority, and all court orders, judgments and declarations of a court of competent jurisdiction, applicable to

the Licensed Area, and the undertakings and obligations of, the Licensee under the Agreement.

- "**Business**" means Non-Motorized Watercraft rental service.
- "**City**" means the City of Toronto.
- "**Commencement Date**" means June 1, 2024 or such other date as may be agreed to by the General Manager or his/her designate
- "**Deliverables**" means all goods, work and/or services of any description required to be provided by the Licensee to the City in accordance with the terms of the Agreement."
- "**Fees**" means the License Fee and Additional Fee, and all other sums payable pursuant to the Agreement.
- "**General Manager**" means the General Manager of Parks, Forestry and Recreation or their designate.
- "**HST**" means Harmonized Sales Tax.
- "**Improvements**" means all fixed improvements, structures, equipment, machinery and other installations, located on or under any portion of the Lands at any time throughout the Term and includes any additions, substitutions, alterations or replacements;
- "**Licensee**" means the Preferred Proponent, with whom the City has entered into the Agreement.
- "**License Fee**" means the set amount that is to be paid to the City each year by the Licensee.
- "**Non-motorized Watercraft**" means any boat or vessel that is not motorized. This includes canoe, kayak, raft, stand up paddle (SUP) board, sailboat, paddle boat, belly boat, drift boat, windsurfing, kite boarding, inflatable watercraft, pedal assist kayaks, catamarans, car toppers, cataraft and any other amphibious craft

per Parks Canada <https://parks.canada.ca/voyage-travel/securite-safety/bulletins/c7e18951-4944-4d70-8006-cf94e50c4ae8>

B2. Licensed Areas

The locations proposed under this RFP are depicted on the site map in Appendix "E" with the addresses of each below.

Eastern Beaches #1 – 1 location (Kew Beach)

2075 Queen Street E (between Kenilworth Ave. & Lee Ave.) Toronto, ON M4L 1B8

Eastern Beaches #2 – 1 location (Donald Summerville)

1867 Lake Shore Blvd E, Toronto, ON M1P 4N7

Cherry Beach - 1 location (East Parking Lot)

275 Unwin Avenue, Toronto, Ontario M5H 2N2

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

Toronto Island Park

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

1575 Lake Shore Blvd W, Toronto, ON M6K 3C1

Sir Casimir Gzowski Park – 1 location (West Parking Lot)

1751 Lake Shore Blvd W, Toronto, ON M6S 5A3

Scarborough Bluffs (Eastern portion of the beach)

1 Brimley Rd. S, Bluffers Pk Rd, Scarborough, ON

Marie Curtis Park (West Side Parking Lot)

2 Forty Second St, Etobicoke, ON M8W 3P2

B3. Term and Options to Extend

Four (4) seasons from June 1 to September 30 in each of 2024, 2025, 2026 and 2027, or on such other dates as may be agreed to by the General Manager, with an option to renew for one (1) year exercisable by the General Manager at their sole discretion. The Licensee acknowledges and agrees that it shall not be permitted to overhold or extend this Agreement on a month-to-month or any other basis.

B4. License Fee and Additional Fee

B4.1 The Licensee covenants to pay all Fees and as when due.

B4.2 The Licensee shall pay to the City the License Fee, plus HST, payable every June 1st of each operating season, starting on the Agreement commencement date. The City will only accept one of the following methods of payment:

- Pre-authorized Payment
- Wire Transfer
- Certified Cheques

B4.3 The Licensee shall pay the Additional Fee to the City, or the appropriate entity as designated by the City and at the times they become payable. “Additional Fees” include, without limitation, all costs, charges and expenses relating to the following:

- a. Property taxes if applicable and any other taxes imposed upon or in respect of the Licensee’s use of the Licensed Area;
- b. Utilities, water, and services to the Licensed Area and any other operating costs;
- c. All taxes, rates, duties, assessments and other charges imposed upon or in respect of all businesses, improvements, equipment and facilities and the Licensed Area; and
- d. Any and all sums required to be paid by the Licensee under the Agreement, whether or not designated as an Additional Fee.

B4.4 The Licensee shall indemnify and save the City harmless from all losses, costs, charges and expenses arising from any Additional Fees, including but not limited to, any business taxes as well as any taxes that are imposed in place of business taxes or

which are assessed against license fees payable under this Agreement in place of taxes or business taxes, whether against the City or the Licensee.

B4.5 For Late Payment Charges and NSF Cheques:

- a. All amounts payable to the City will bear interest at the rate of 1.25% per month (15% per year) (the “*Default Rate of Interest*”). Interest will be calculated and payable from and including the day after the day the amount is due until payment in full of the overdue amount is received by the City. Interest will be calculated only on the principal amount outstanding from time to time, and interest charges will not be added to the outstanding principal amount for purposes of calculating interest. Payments received by the City will be applied first to outstanding interest charges and the balance (if any) will be applied to the outstanding principal amount.
- b. The *Default Rate of Interest* may be increased by the City from time to time by notice to the Licensee. The rights of the City to charge and receive interest in accordance with this paragraph are without prejudice to any of the other rights of the City at law or otherwise.
- c. The Licensee will pay to the City, immediately on demand, a charge of forty dollars (\$40.00) for every cheque tendered by the Licensee to the City that is not honored by the institution on which it is drawn (the “*Returned Cheque Fee*”). The *Returned Cheque Fee* may be increased by the City from time to time by notice to the Licensee, so that it is at all times equal to the charge payable in respect of cheques tendered in payment of tax, water and court service charges that are not honored by the institution on which they are drawn.

B5. Insurance

At all times during the Term and any renewal thereof, the Licensee at its own expense, shall take out and keep in full force and effect:

- (a) Without restricting the generality of any provision of this Agreement, the Licensee agrees to purchase and maintain in force, at its own expense the policies of insurance and coverages set out for the duration of this Agreement unless specified otherwise. Such insurance shall be provided by an insurer licensed to execute the business of an insurer in Ontario or satisfactory to the City.

The Licensee agrees to purchase and maintain in force:

- a. 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, Cross Liability and Severability of Interest, Products and/or-Completed Operations (if applicable) and any other provision relevant to the Services; and
 - (iv) shall require the insurer(s) to notify the City in writing, at least thirty (30) Calendar Days (fifteen (15) Calendar Days if cancellation is due to non-payment of premium), prior to any cancellation of the Licensee's insurance.
- b. Automobile Liability insurance with a minimum limit of Two Million Dollars (\$2,000,000), per occurrence, for all owned or leased licensed motorized vehicles used in the performance of Services.
- c. All risks insurance (including flood and earthquake) property insurance in an amount equal to one hundred (100%) percent of the replacement cost, insuring:
 - (i) All property owned by the licensee or for which the licensee is legally liable or installed by or on behalf of the licensee, or located on the property including, without limitation, improvements, chattels, furniture, stock, office equipment, pressure vessels, mechanical and electrical equipment, fixtures, contents, any other building and structures erected on the Property, with coverage against all risks of physical damage; including extra expense insurance.
 - (b) Prior to commencing services, and ten (10) days prior to the expiration, amendment or extension of the required insurance policies, the Licensee shall provide the City with certificates of insurance as proof of such coverage, in a form acceptable to the City, signed by the insurer or its authorized agent, without notice or request by the City.
 - (c) The City reserves the right to require the Licensee to purchase additional insurance coverage or alter existing insurance coverage as the City may reasonably require.
 - (d) The Licensee agrees that the insurance requested shall be primary and shall not call into contribution any insurance available to the City, and the insurance

policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Licensee.

(e) It is understood and agreed that the coverage and limits of liability set out in this Section are not to be construed as the limit of liability of the Licensee in the performance of Services.

(f) The Licensee 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 Licensee 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.

B6. Additional Agreement Terms and Conditions

B6.1

(a) The Licensee acknowledges and agrees that the General Manager may relocate the Licensee's operations to a different area within the Park, at any time and for any reason, upon providing to the Licensee at least 48 hours' notice, or less time in the event of an emergency, such as potential flooding. Upon such relocation, the new location shall become the "Licensed Area" under this Agreement. The Licensee further acknowledges and agrees that the Licensee's Business, operations at the Licensed Area, and/or access to the Park or any part thereof, may be suspended, closed or restricted, at any time for any reason, in which case this Agreement shall be suspended or terminated, at the General Manager's sole discretion.

(b) Weather permitting, the Operating Season shall run June 1st to September 30th in each year of the Agreement. At a minimum, each individual Proponent shall remain open between the hours of 10 AM and 6 PM seven days per week, including holidays, during the operating season (weather permitting).

B6.2 The Licensee may occupy the Licensed Area during the Term, and shall remove all equipment, temporary sales and storage structures, chattels, and anything else from the Licensed Area (the "Equipment") by October 1st in each year during the Term, or within 48 hours' following termination of this Agreement. Anything left at the Licensed Area after October 1st in each year or following termination shall be removed by the City at the Licensee's expense. If the Licensee fails to remove the Equipment, all the Equipment shall become the sole and absolute property of the City, with no compensation to be paid to the Licensee. If, in the opinion of the General Manager,

the removal and/or disposal of any such Equipment is necessary or desirable, then the cost of such removal and disposal as determined by the General Manager shall be a debt owed by the Licensee to the City.

B6.3 The Licensee acknowledges and agrees that there are no parking privileges associated with this Agreement.

B6.4

(a) The Licensee shall limit the extent of its operations to the Licensed Area and the area immediately south of the Business, only as an access and preparation point to the water's edge. Notwithstanding the content of the Licensee's Proposal, the Licensee shall not operate outside of the Licensed Area and the access and preparation point.

(b) The Licensee may provide tour and guide services as long as they are permitted by law. The Licensee may conduct guided tours within and along the water's edge as part of its day-to-day operations, provided that it shall not offer tours of any kind, or conduct any other activities, elsewhere in the Park. The Licensee may, however, return to shore at any point during a water-based tour due to inclement weather or for other health and safety reasons.

B6.5 In the event of any conflict among this Agreement, the RFP and the Proposal, this Agreement shall prevail, followed by the RFP and then the Proposal.

B6.6 The RFP and Proposal are incorporated into this Agreement by reference and are deemed to form part of the terms and conditions of this Agreement.

B6.7 The Licensee shall provide an irrevocable Letter of Credit in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (the "Damage Deposit") by June 1, 2024, which may be used by the City to repair any damage to the Park caused by the Licensee, and to remedy any of the Licensee's defaults, including, without limitation, non-payment of Fees, clean-up, removal of anything left at the Licensed Area after October 1, 2027, and all legal and administrative costs in relation thereto. The Damage Deposit shall be retained by the City following the expiry or any other termination of this Agreement, until the General Manager, acting reasonably, is satisfied that the Licensed Area has been returned to its original condition and all damage caused by the Licensee's operations has been repaired.

B6.8 The Licensee shall pay in full all property and other taxes, including any HST if applicable, rates, levies, assessments and impositions whatsoever levied on the

Business, or the Licensed Area as a result of the use or occupation hereof by the Licensee and any liability therefor shall survive the expiration or other termination of this Agreement.

B6.9 The Licensee acknowledges that due to the seasonal nature of the Licensed Area, the Licensee shall not be entitled to make any utility connections whatsoever, with the sole exception of a simple electrical connection in the event electrical power is readily accessible to the Licensed Area. In the event a source of electricity is located within the immediate vicinity of the Licensed Area, such as that found within the accessible connection housing of a light standard, the Licensee may request to have a licensed electrician connect to the light standard a 120 volt line approved for outdoor use, inclusive of a Ground Fault Circuit Interrupter, for the general use of the Licensee within the confines of the Licensed Area, subject to the following conditions:

- (a) The Licensee must first obtain permission in writing from the City's Parks Operations Staff to connect to a specific (numbered) light standard;
- (b) The Licensee shall be responsible for all connection and disconnection costs, along with any possible permit and inspection costs;
- (c) The hydro connection shall be made by a licensed electrician in compliance with all local electrical codes and permit requirements, using equipment specifically approved for outdoor use;
- (d) The Licensee shall pay a non-refundable flat rate hydro consumption fee of \$450.00 per annum plus HST to the City within 72 hours of the electrical connection having been made within the Licensed Area. The hydro consumption payment must be made separately by no later than June 1st in each year of the Agreement whenever the Licensee opts to make an electrical connection and has all approvals in place; and
- (e) Electrical connections may only be made for basic 120 Volt service. If the available power source is 240 or 208 Voltage the Licensee shall not be permitted to make the connection.
- (f) 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.

B6.10

(a) The Licensee shall operate the Business in a first class and professional manner and shall provide a good standard of service to the public patronizing the Business, in accordance with section 3 of the RFP. The General Manager shall be the sole judge as to the adequacy of such service, with power to order such changes or alterations as the General Manager, in their sole discretion, may deem desirable.

(b) The Licensee, in its discretion, may refuse to rent a non-motorized watercraft or other equipment to a child under a specified height or age, unless accompanied by an adult. The Licensee shall post age and height restrictions on a sign posted at the Licensed Area.

(c) All accidents, mishaps and other unusual occurrences involving the operation of the Business shall be reported by the Licensee to the General Manager in writing within twenty-four hours of the happening thereof, on appropriate report forms satisfactory to the General Manager, to be supplied by the Licensee.

(d) The Licensee shall undertake frequent surveillance while the Non-Motorized Watercraft 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 for all patrons, with mandatory requirements that all patrons wear personal flotation devices for the duration of their rental.

B6.11 (a) The Licensee shall not at any time erect or exhibit upon any part of the Park, the Business, the Licensed Area or on any non-motorized watercraft or other equipment, any sign, notice, notice board, painting, design or other device advertising any business undertaking or scheme (all of which are collectively hereinafter referred to as the “Sign”), nor shall it enter into any agreements with any third parties for the purpose of advertising, promotions or providing any products or services to the public including, but not limited to, the placement of kiosks, the distribution of flyers, or the posting of banners or Signs, or engage in such initiatives or provide such service itself.

(b) Signage relating to the Licensee's operation of the Business shall be properly affixed to the main kiosk and shall be of professional quality and appearance. Sandwich boards and inflatable signs are prohibited. Any Signs or other device erected without the prior written consent of the General Manager may be removed and destroyed without any compensation payable to the Licensee or any third party, if the Licensee has failed to comply with reasonable requests to remove them, and the Licensee is responsible to forthwith upon demand pay to the City the costs of the General Manager in so doing. All Signage must comply with the City's sign by-laws and shall not impede the flow of Park patrons.

B6.12 The Licensee shall keep such books and records of the operation of the Business as the City's Auditor (hereinafter called the "Auditor"), and the General Manager may require, and allow the Auditor and the General Manager and their representatives to inspect the Licensee's books and records at all times. The Licensee is not required to provide audited statements but shall produce revenue statements acceptable to the General Manager. The Licensee shall retain the services of an auditor, licensed under the Public Accountancy Act, R.S.O. 1990, c.P.37, and acceptable to both the Auditor and the General Manager, to produce the revenue statements. The Licensee is responsible for provision of reports, including but not limited to utilization reports, rent reports, financial reports inclusive of all lines of businesses on the property, and any other additional data requested by the General Manager as required.

B6.13 The Licensee shall provide all Non-Motorized Watercraft and other items offered for rent at competitive prices, satisfactory to the General Manager, and keep posted in a conspicuous place a full list of items offered for rent together with the prices and any applicable tax. The Licensee shall annually submit rental rates to the General Manager for review, and any increases to the rental rates shall be subject to the prior written approval of the General Manager.

B6.14 The Licensee shall not offer for sale or distribute free of charge, any food or beverage or any other products or services at or from the Business. The Licensee shall prohibit the consumption of any liquor at the Licensed Area. In particular, the Licensee shall not sell 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, tobacco or tobacco products, cannabis, narcotics and/or drug related products and associated paraphernalia, firearms and fireworks. 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 business operation.

B6.15 The Licensee acknowledges and agrees that it does not have the exclusive right to operate a Non-Motorized Watercraft rental business within the Park. The Licensee shall not assign, sublicense or otherwise part with possession of all or any portion of the Licensed Area or the license granted hereby without the prior written consent of the General Manager, which consent may be unreasonably and arbitrarily refused by the General Manager.

B6.16 The Licensee shall comply strictly at all times with all Applicable Law.

B6.17 The Licensee hereby agrees that the license hereby granted is based on the condition of the Licensed Area as it exists as at the date of this Agreement and shall not require the City to pay for anything not specifically set out herein. The Licensee shall

be solely responsible and liable for the payment of any and all repairs or replacements required in connection with the maintenance and operation of the Licensed Area. The condition of the Licensed Area from the date hereof shall have no bearing on the fees payable this Agreement and shall not impose any obligation on the City except as is expressly provided in this Agreement.

B6.18

(a) The Licensee, at its sole expense, shall maintain and keep the Licensed Area clean and in a safe and professional-looking appearance. All temporary structures shall be well-appointed and respectful of the surrounding park setting. The colour and graphic design displayed on the exterior of any temporary structures within the Licensed Area, and the manner of application of same, are subject to the prior approval of the General Manager. The Licensee shall replace or have fully repaired to the satisfaction of the General Manager, all or any part of the Licensed Area (including without limitation, Signage and temporary structures and equipment) during and throughout the Term of this Agreement. The General Manager may enter and view the state of repair and the Licensee will repair or replace as required by this Agreement according to notice in writing. All repairs or replacements shall be carried out by skilled personnel only.

(b) The Licensee shall not make any Improvements or alter, add to, or in any way vary the Licensed Area without the prior written approval of the General Manager, provided that any and all such Improvements, alterations and/or additions shall be made at the sole cost and expense of the Licensee and shall become the absolute property of the City.

(c) The Licensee shall use the Licensed Area solely for the purpose of operating a Non-Motorized Watercraft rental business and for storing and maintaining the Non-Motorized Watercraft and related equipment, and for no other purpose whatsoever.

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

(e) Proponents will be responsible for maintaining the interior and the exterior of the business operation. Proponents 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.

(f) Equipment being displayed outside adjacent to the Business 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. Proponents shall also park any vehicles at

designated parking areas within the Park and shall be under any by-law policies.

B6.19

(a) The Licensee shall keep the Non-Motorized Watercraft and equipment in a good state of repair, maintenance, and appearance. The Licensee shall identify its equipment in a legible, tasteful manner satisfactory to the General Manager. The Licensee shall also provide at its own expense such tools, parts and equipment necessary for the proper maintenance and repair of the Non-Motorized Watercraft and equipment. Licensee shall keep available for rent by persons visiting the Park, a sufficient number and variety of sizes of Non-Motorized Watercraft that are in excellent condition and regularly inspected and maintained as such.

(b) Proponents will be solely responsible to safely setup their business within the designated Licensed Area. Business 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. Proponents will be required to produce full colour renderings of their business operation for approval by the General Manager. The renderings must depict the operation in an "open for business" format along with a "closed" view.

(c) Business operations may be in the form of a suitably modified for retail use shipping containers or trailers that have been preapproved by the General Manager or any appointed official of the City. Each proponent will store their equipment and watercrafts in a shipping container or similar structure to be approved by City Staff no bigger than 20 ft. x 8 ft x 8 ft (height). At the end of each operating season, proponents will remove all of their business components from the Park location. Twenty-five (25%) percent of total storage space should be dedicated for public rental for storage of similar watercrafts.

B6.20 The Licensee shall maintain and operate the Business generally at a high level of cleanliness and neatness of appearance. The General Manager shall be the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the Business, of any equipment, and any phase of the business, with power to order any changes or alterations thereto that they may deem desirable. The Licensee shall prepare and put out all garbage arising out of the operation of the business in the Business in containers

and in a manner acceptable to the General Manager and approved by the municipal health authorities.

B6.21

(a) The Licensee shall provide a sufficient number of employees to serve the public promptly and efficiently and in a manner satisfactory to the General Manager. All staff shall be trained in appropriate health and safety measures to comply with all health and safety directives and legislation in relation to water safety, with special regard to the unique nature of Non-Motorized Watercraft and the potential safety concerns that may arise during peak and off-peak times and during dangerous or threatening weather.

(b) The Licensee shall comply with the City's Fair Wage Policy, as amended from time to time. Staff employed in the Business shall be a minimum of 16 years of age.

B6.22 The Licensee hereby agrees to indemnify and hold harmless the City, its officers, contractors, agents, appointees, elected and appointed officials and employees (the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Licensee, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors arising out of or resulting from the Licensee's operation of the Business or the use or occupation of the Licensed Area, howsoever caused. The Licensee further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the City, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

B6.23 The Licensee shall fully indemnify and save harmless the City against and from all liens and other claims under the Construction Act or any successor legislation related to any work performed by or at the direct or indirect request of the Licensee at the Licensed Area, and shall at its own expense see to the removal of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within Ten (10) Days of being notified in writing by the City to do so, failing which the City may see to such removal and recover the expense and all associated costs from the Licensee as Licence Fees owing and in arrears.

B6.24

- (a) The City shall not be liable to the Licensee for any loss or damage of any of the equipment of the Licensee in or at the Licensed Area or the Park for any reason whatsoever, including, without limitation, fire, burglary or vandalism.
- (b) Despite anything contained in this Agreement to the contrary, if the City or the Licensee is, in good faith, delayed or prevented from doing anything required by this Agreement because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed, the doing of the thing is excused for the period of the delay and the party delayed will do what was delayed or prevented within the appropriate period after the delay. The foregoing does not excuse any delay caused by financial inability or excuse the Licensee from payment of amounts that it is required to pay, in the amounts and at the times specified in this Agreement.

B6.25 The Licensee acknowledges and agrees that it shall not be entitled to any compensation, rebate or reduction in licensee fees or to damages of any kind whatsoever by reason of any strike, lock-out or other labour disruptions, howsoever caused, that may restrict or prevent access to the Licensed Area or to the Park, and the Licensee hereby waives all claims for any such compensation, rebate or reduction of license fees or damages.

B6.26 The Licensee shall pay to the City all the City's legal costs, on a solicitor-and-client basis, of all actions or other proceedings in which the City participates in connection with, or arising out of the obligations of the Licensee under the Agreement or arising out of the Licensee's use or occupation of the Licensed Area, except to the extent that the City is not successful therein.

B6.27

- (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of the Licensee's obligations under this Agreement at any time or times shall affect the City's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the City.
- (c) Any written waiver by the City shall have effect only in accordance with its express terms.

(d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

B6.28

(a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but has not been properly satisfied or discharged.

(b) The Licensee acknowledges that there are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming part of or in any affecting or relating to this Agreement other than as set out in this Agreement, which constitutes the entire agreement between the parties concerning the operation of the Concession and which may be modified only by further written agreement.

(c) The authority of the General Manager shall not be deemed to be exhausted by any individual exercise thereof, and any matter for which she is to be responsible under this Agreement, the General Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this Agreement.

(d) All rights, benefits and obligations of the City under this Agreement shall be rights, benefits and obligations of the City in its capacity as a party to this Agreement and shall not derogate from or interfere with or fetter the rights, benefits and obligations of the City in its function and capacity as a municipal corporation.

B6.29 This Agreement may be executed in counterpart and may be executed by electronic signature that is received by the City and the Licensee in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

B6.30 All dollar amounts expressed in this Agreement shall be of lawful money of Canada.

B6.31 Reference in this Agreement to the singular, masculine, or neuter shall be construed as meaning plural or body politic or corporate and vice versa where the context so requires.

B6.32 This Agreement and rights and obligations of the parties hereto shall be interpreted in accordance with the laws of the Province of Ontario.

B6.36 All Schedules attached hereto form part of this Agreement as if included in the body of the document.

B6.37 This Agreement and everything herein contained shall respectively ensure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

B6. End of Term

B6.1

(a). Subject to any provision to the contrary in this Licence, on the expiration of the Term hereby created and any renewal thereof, Licensee shall surrender and yield-up the Licensed area to the City in as good a condition as Licensee was required to maintain the Licensed area throughout the Term.

B7. Early Termination

B7.1 If the License is in default of any of the terms conditions or covenants of this Agreement and the Licensee fails to remedy any such default within 30 days of receipt of notice thereof by the General Manager, the General Manager may terminate this Agreement. Any failure by the Licensee to pay the full amount of the Fees owing as and when due shall entitle the General Manager to terminate this Agreement upon ten (10) day's written notice.

Either the Licensee or the City may terminate this Agreement at any time and for any reason whatsoever, upon providing to the other at least six (6) months advance notice in writing.

In addition to all rights and remedies of the City available to it by any provision of the License Agreement or given by law, upon a default, the General Manager shall have the right at all times to remedy or attempt to remedy any default, and in so doing may enter upon the Licensed Area to do any work or other things upon providing to the Licensee not less than five (5) business days' notice in writing, or without notice in the event of an emergency, and the Licensee shall pay the City's costs associated therewith, plus a 15% administration fee upon receipt of an invoice served in accordance with the notice requirements of this Agreement,

The termination of the Agreement by expiry or otherwise shall not affect the liability of either party to the Agreement to the other with respect to any obligation

under the Agreement which has accrued up to the date of such termination but has not been properly satisfied or discharged.

Appendix C: Submission Forms

In this section, you will find the following forms as reference of what Proponents are expected to complete with the Medallia Agile Research tool

1. Forms A, B, and C: Proposal Submission Form, Qualification and Capacity Form and Technical Proposal)
2. Form D: Financial Proposal Form

Please note that while the layout of these forms may be different on the Medallia Agile Research links, the content remains the same and consistent. Should there be any discrepancies, please follow the requirements indicated on the Medallia Agile Research tool. Proponents are asked to complete both the Medallia Agile Research links to be considered completing the submission requirements.

Proponents are encouraged to prepare the answers to these forms and have any required PDF documents ready in advance of attempting to complete the Medallia Agile Research tool. Once the Proponent starts working on the Medallia Agile Research submission, the Proponent can pause during the submission process but must note down the Medallia Agile Research link assigned by the Medallia Agile Research system and return to the form using this link assigned to the Proponent. The City of Toronto does not have access to this link for the partial completion of the submission. If the Proponent does not record this link down, the Proponent would have to restart their submission process. No extensions will be afforded to the Submission Deadline due to any technical issues.

Information on how to submit the Proposal can be found in Section 2.8.

While we aim to provide fully accessible content, there is no text alternative available for some of the content in this section. If you require alternate formats or need assistance understanding our maps, drawings, or any other content, please contact Karyn Lau at 416-392-2651 or PFRRFP@toronto.ca.



Form A: RFP Proposal Submission Form

for

Non-motorized Watercrafts Service Rental (RFP No. 2024-PFR RFP-01)

1. Proponent Information

Please fill out the following information, naming one individual to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

Item	Please Fill Out
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
Indicate if Proponent is a Joint Venture in accordance with Definition in Appendix A.3	

2. Acknowledgement of Binding Procurement Process

The Proponent:

- acknowledges and agrees that the RFP process will be governed by the terms and conditions of the RFP and the City's Policies and Legislation;

- hereby confirms it has read and understand such terms and conditions; and
- hereby confirms its compliance with such terms and conditions;
- acknowledges and agrees that its Proposal will remain legally binding for the Proposal Validity Period, or if the Proponent is selected, as the Successful Proponent, until the Proponent executes a written Contract for the Deliverables and furnishes all other documents required by Section 2.15 Contract Award and Execution.

3. Ability to Perform Contract

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out in the Pricing Form completed by the Proponent.

4. Binding Financial Terms

The Proponent is submitting its Financial Proposal in accordance with the instructions in the RFP and in the Financial Proposal Form. The Proponent confirms that the financial information provided is accurate and binding for the Proposal Validity Period. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal, the forfeiture of its Proposal Bond (if applicable), or its eligibility to proposal for future City solicitations.

5. Addenda

The Proponent acknowledges that it has read and taken into account all Addenda issued by the City prior to the Deadline for Issuing Addenda set out in the RFP timetable in Section 2.1 RFP Timeline and Meetings in accordance with Section 2.6 Addenda.

6. City Policies and Legislation

The Proponent has read, understood and agrees to comply with the City's Policies and Legislation found on the City's [Purchasing Policies and Legislation](#) .

Without limiting the Proponent's acknowledgement of the Policies and Legislation, the Proponent makes the following declarations and agrees to provide the City with ongoing disclosure of any changes to the declarations and information provided below during the RFP process or the term of any contract. The Proponent shall provide the City with ongoing

disclosure, should the Proponent be awarded the Contract and any of the information declared below changes.

Supplier Code of Conduct

The Proponent declares that it has read and understands its obligations under the Proponent Code of Conduct contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code and certifies that the Proponent and its proposed Subcontractors have not engaged in any conduct prohibited under the Proponent Code of Conduct and, if successful, will perform the Contract in compliance with the Proponent Code of Conduct. The Proponent confirms that any disclosures in respect of the Proponent Code of Conduct are set out below.

a. Collusion and Unethical Bidding

If the Proponent has an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below as declaration. If no details are provided, the Proponent is deemed to declare that it has no such affiliation or relationship.

Indicate details here:

b. Illegality

If the Proponent declares any previous convictions of itself or its Affiliated Persons for collusion, Proposal-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it or its Affiliated Persons have no such convictions.

Indicate details here:

c. Conflicts of Interest or Unfair Advantage

Potential Conflicts of Interest and unfair advantages include:

- .1 engaging current or former City employees or public office holders to take any part in the preparation of the Proposal or the performance of the contract if awarded, any time within two (2) years of such individuals having left the employ or public office of the City;
- .2 engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process, or subsequent performance of the contract;
- .3 prior involvement by the Proponent or Affiliated Persons in developing the technical specifications or other evaluation criteria for the RFP;
- .4 prior access to confidential City information by the Proponent, or Affiliated Persons, who is materially related to the RFP and that was not readily accessible to other prospective Proponents; or
- .5 the Proponent or its Affiliated Persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous contract.

For the purposes of section (A) above, Proponents must disclose the names of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) were employees of the City within twenty-four (24) months prior to the Submission Deadline; and (b) disclose all pertinent details including whether such former City employees participated in the preparation of the Proposal or will participate in the performance of the contract if awarded to the Proponent.

If the Proponent declares an actual or potential Conflict of Interest or unfair advantage, the Proponent must set out details of the actual or potential Conflict of Interest below. If no details are provided, the Proponent is deemed to declare that it has no actual or potential conflict of interest or unfair advantage.

Indicate details here:

d. Sanctions

If the Proponent declares or discloses that they, an Affiliated Person or if anyone who has an ownership interest in the Proponent have been Sanctioned by the Federal Government of

Canada, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it has no such affiliation or relationship.

Indicate details here:

Declaration of Compliance with Anti-Harassment/Discrimination 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 and the Charter of Rights and Freedoms. In addition, the City 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 requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. By completing this Proposal Submission Form, the Proponent declares as follows:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/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 City Division, in consultation with the City Solicitor, may result in the termination of the contract.

Declaration of Compliance with the City's Fair Wage and Labour Trades Policy

By completing this Proposal Submission Form, the Proponent declares that the Proponent and its proposed Subcontractors agree to a proposal by the City's [Fair Wage and Labour Trades Policy](#), as applicable.

Declaration of Compliance with Accessible Customer Service Training Requirements

By completing this Proposal Submission Form, the Proponent declares that the Proponent and its proposed Subcontractors agree to comply with the City’s [Accessible Customer Service Training Requirements](#).

Environmentally Responsible Procurement Statement

The Proponent has read the City’s [Environmentally Responsible Procurement Policy](#) and makes the following statement(s):

Environmentally preferred products/services are being offered: Yes No

If yes, please provide brief statement of the environmental benefit of the product/service:

Purchase of Products Manufactured

Purchase of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development is to be avoided.

Proponents must state where the products offered have been made:

Product(s)	Where Products are Manufactured

Please state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development:

Yes No

Gender Diversity in City Procurements

As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with the City of Toronto are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

The City of Toronto Social Procurement Program

The Proponent acknowledges that the City expects its Proponents to embrace and support the City of Toronto's Social Procurement Program and its respective goals of Proponent diversity and workforce development.

Further information concerning the City's Social Procurement Program can be found on the City's website at the City's [Social Procurement Program Webpage](#).

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 in accordance with the terms or the RFP or where required by law or by order of a court or tribunal.

7. Acknowledgement and Confirmation

By completing this Proposal Submission Form, the Proponent declares that the:

- Proponent has read, understood, agree to the policies, procedures, expectations and information described in the RFP and in this Proposal Submission Form.
- Proponent understands that should their proposal be evaluated and ranked as the Top-Scoring Proposal, that details of their Financial Proposal will be shared with the current Licensee.
- Proponent and its proposed Subcontractors will be able to and is committing to meet the standards, requirements, regulations, legislations, policies and procedures outlined in this form and this RFP.

Name of Authorized Signing Officer:

Title of Authorized Signing Officer:

Phone Number of Authorized Signing Officer:

Email Address of Authorized Signing Officer:

<p>By signing below, I attest that I, the individual stated above acknowledge and confirm that:</p> <ul style="list-style-type: none">a. I have the authority to bind the Proponentb. I am submitting this Proposal on behalf of the Proponent

c. I attest to the accuracy of the information provided in this Proposal
Signature:
Date:



Form B: RFP Qualification and Capacity Form

for

Non-motorized Watercrafts Service Rental (RFP No. 2024-PFR RFP-01)

Please check, complete, and submit the following Components to Medallia Agile Research Link as per Section 2.8 to ensure that information is provided in full to demonstrate the Proponent’s organizational experience and capacity to perform the work required by this RFP.

Component A: Letter of Introduction

Attach a letter introducing the Proponent and signed (or electronically 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 be the same authorized signing officer of the Proponent who is indicated in the Proposal Submission Form.

Component B: Proponent Profile

Item	Please Fill Out
Company:	
Date the Company started:	
Company URL:	
Products and Services offered:	
Total Number of Employees:	
Major clients:	
Business Partners and Products/Services They Offer:	
Please provide a summary of corporate history of any parent or subsidiaries and affiliates and the nature of the Proponent’s relationship to	

<p>them (i.e., research, financing and so on).</p>	
<p>If the Proponent is a member of a Joint Venture, provide a description of the relationship(s) between Joint Venture members. If not applicable, please write N/A.</p>	

If there is more than one company involved in a joint venture, please complete additional information for the other companies:

Item	Please Fill Out
Company:	
Date the Company started:	
Company URL:	
Products and Services offered:	
Total Number of Employees:	
Major clients:	
Business Partners and Products/Services They Offer:	
<p>Please provide a summary of corporate history of any parent or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).</p>	
<p>Provide a description of the relationship(s) between Joint</p>	

Venture members. If not applicable, please write N/A.	
---	--

Item	Please Fill Out
Company:	
Date the Company started:	
Company URL:	
Products and Services offered:	
Total Number of Employees:	
Major clients:	
Business Partners and Products/Services They Offer:	
Please provide a summary of corporate history of any parent or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).	
Provide a description of the relationship(s) between Joint Venture members. If not applicable, please write N/A.	

Other Documents - Please attach:

- A copy of the Proponent's and if applicable for each company or Joint Venture member, Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority, can also be Certificate of Incorporation or Official Records
- Letter(s) from bank verifying that the Proponent(s) is/are in good standing.

Component C: Experience and Qualification of the Proponent

Please provide specific details as requested below, if applicable please include attachments:

Experience and Qualification of Proponent

1. Experience in Delivery of Service

- Please provide examples of projects where the proponent has completed delivery of similar business in this RFP

Reference Form for Non-motorized Watercrafts Service Rental 2024-PFR RFP-01

This is a reference form for a Proponent intending to proposal for a Request for Proposal (RFP) relating to Non-motorized Watercrafts Service Rental. The project involves:

- operating a small scale non-motorized watercraft service rental business along with storage space within the City's waterfront parkland areas.

The following information should be completed by the reference for the Proponent named above for the stated RFP project:

Item	Please Fill Out
Reference Contact Person's Name:	
Reference Contact Person's Job Title:	
Reference Contact Organization/Company:	
Reference Contact Phone Number:	
Reference Contact Email:	
Reference Organization/Company Type:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Governmental – Municipal Governmental – Provincial/Federal/Other Not-For-Profit Organization Commercial / Private / For-Profit Business Community Group
Reference Organization/Company URL:	

- Can you list and describe the project and/or services the Proponent has provided for your organization? Or can you describe the relationship between you/ your company with the Proponent?
- How long has this Proponent provided these services for your organization?

3. What is the nature and/or level of service this Proponent had provided? (i.e., number of clients served annually, locations where service was provided, number of programs or service hours annually, etc.)

4. Based on the information provided about this RFP project and your knowledge of the skills and competencies of the Proponent, would you recommend that the Proponent for the stated project?

Yes

No

I authorize the City of Toronto contact me as the reference for the Proponent stated.

I verify that I am not a Proponent or a part of a Proponent team submitting a proposal for this stated RFP project.

Item	Please Fill Out
Reference Signature:	
Date:	

This personal information is collected under the authority of the City of Toronto Act, 2006, s.136 (c) and Art. IV of Ch. 169, of the Municipal Code. The information is used only to obtain reference information during the RFP process and will not be shared with any other party for any purpose. Questions about this collection can be directed to directed to Business Services Officer, Client and Business Services – Partnerships and Business Services Unit at Glenn.Zeta@toronto.ca or 647-539-4886.

Reference Form for Non-motorized Watercrafts Rental Service 2024-PFR RFP-01

This is a reference form for a Proponent intending to proposal for a Request for Proposal (RFP) relating to Non-motorized Watercrafts Service Rental. The project involves:

- operating a small scale non-motorized watercraft service rental business along with storage space within the City's waterfront parkland areas.

The following information should be completed by the reference for the Proponent named above for the stated RFP project:

Item	Please Fill Out
Reference Contact Person's Name:	
Reference Contact Person's Job Title:	
Reference Contact Organization/Company:	
Reference Contact Phone Number:	
Reference Contact Email:	
Reference Organization/Company Type:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Governmental – Municipal Governmental – Provincial/Federal/Other Not-For-Profit Organization Commercial / Private / For-Profit Business Community Group
Reference Organization/Company URL:	

- Can you list and describe the project and/or services the Proponent has provided for your organization? Or can you describe the relationship between you/ your company with the Proponent?
- How long has this Proponent provided these services for your organization?
- What is the nature and/or level of service this Proponent had provided? (i.e., number of clients served annually, locations where service was provided, number of programs or service hours annually, etc.)

4. Based on the information provided about this RFP project and your knowledge of the skills and competencies of the Proponent, would you recommend that the Proponent for the stated project?

Yes

No

I authorize the City of Toronto contact me as the reference for the Proponent stated.

I verify that I am not a Proponent or a part of a Proponent team submitting a proposal for this stated RFP project.

Reference Signature:

Date:

This personal information is collected under the authority of the City of Toronto Act, 2006, s.136 (c) and Art. IV of Ch. 169, of the Municipal Code. The information is used only to obtain reference information during the RFP process and will not be shared with any other party for any purpose. Questions about this collection can be directed to directed to Business Services Officer, Client and Business Services – Partnerships and Business Services Unit at Glenn.Zeta@toronto.ca or 647-539-4886.

Component D: Proponent's Operational Capacity

1. It is important that the work be undertaken by a team who can demonstrate specific knowledge, experience, and competency in performing relevant work similar in nature and size. As well, it is important that key project individuals be named with guaranteed availability to perform the work for this project. Continuity of key personnel will be required with a contractual obligation for substitution only with written approval of the city.

Please provide attachments for the following:

- A detailed description of key staff assigned to this project, including their titles, roles and responsibilities, skills and experience that would be applicable to this project. Including professional certifications and trainings
- Strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring the replacement of key team members.

Component E: Social Procurement

1a. Please describe policies and procedures that are in place to support working with diverse suppliers to promote equity.

1b. If applicable, please attach copies of policies and procedures detailed in 1a. that are in place to support working with diverse suppliers to promote equity.



Form C: RFP Technical Proposal

Proponents are asked to attach their Technical Proposal for evaluation. The Technical Proposal should abide by the format outlined in Section 4.3 Technical Proposal Content in the RFP document, and address in detail how the Proponent plans to achieve each and every requirement (e.g., each bullet point) within the six (6) categories. The Technical Proposal should detail the specifics of how the Proponent will accomplish the Deliverables.

As a reminder, the Technical Proposal should:

- Be in a PDF format
- Stay within the 20-page limit. Unlimited appendices are permitted.
- Address each requirement set out in Section 3.2 Mandatory Deliverable Requirements

Proponents are reminded to consult the Evaluation Criteria set out in Section 2.13 of the RFP document.



Form D: Financial Proposal Form

for

Non-motorized Watercraft Service Rental (RFP No. 2024-PFR RFP-01)

**Note: Proponents are reminded to submit the financial proposal in Medallia Agile Research Part 2 of 2 link as per Section 2.8 of this RFP document. Financial proposal information should only appear in this section. If financial proposal information is included in other sections, the submission may be disqualified for evaluation.*

Item	Please Fill Out
Proponent Name:	
Contact Name:	
Contact Phone #:	
Contact Email:	

Notes:

- All pricing submissions must be in Canadian \$CAD dollars.
- Proponent shall review the RFP thoroughly and ensure that all requirements are met.
- Evaluation of the Financial Proposal will be in alignment with the Evaluation Criteria outlined in the RFP.
- The City of Toronto may, at its own discretion, seek clarification of Proponent's submission(s) at any stage of the evaluation and award process.
- The City welcomes other innovated revenue sharing structure. Proponent can use the Other Revenue Sharing Structure to provide detailed revenue sharing structure.
- For the purposes of calculation, all revenue should be expressed as the amount before HST.

Component A: License Fee

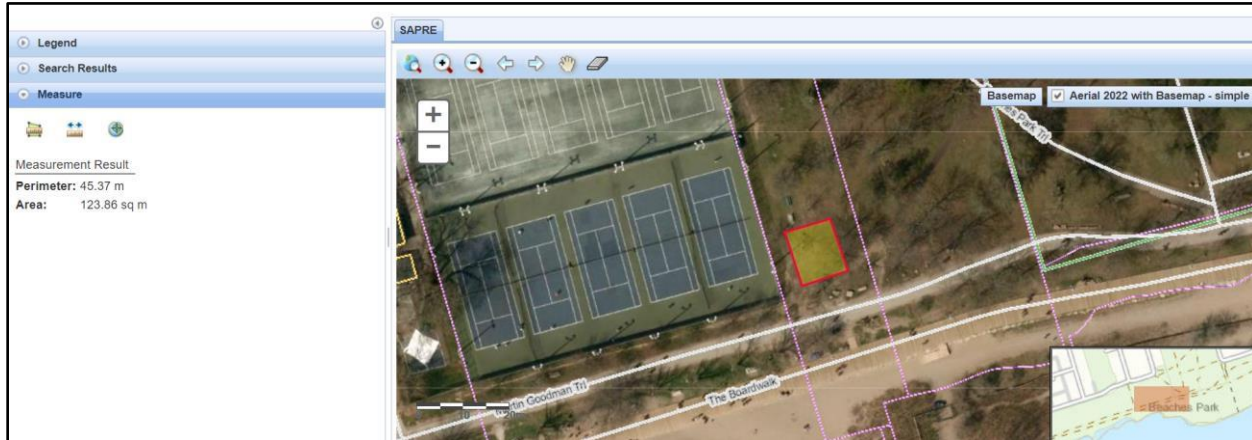
Please state the proposed Annual License Fee for Year 1:

Please note that License Fee will be subject to Cost-of-Living Adjustment of 2% increase each year. As a requirement as stated in Section 3.5, the annual License Fee is to be at least \$8000 annually.

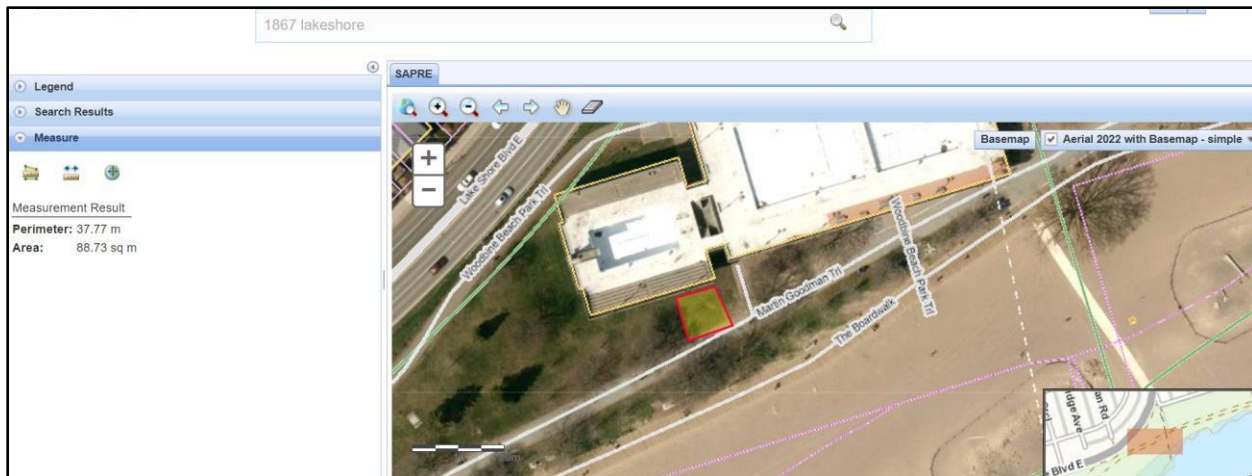
Appendix D: Licensed Areas

***Please note the images are to show the location of the business and not the exact Licensed Area size**

Eastern Beaches – 2 locations (Kew Beach and Donald Summerville)

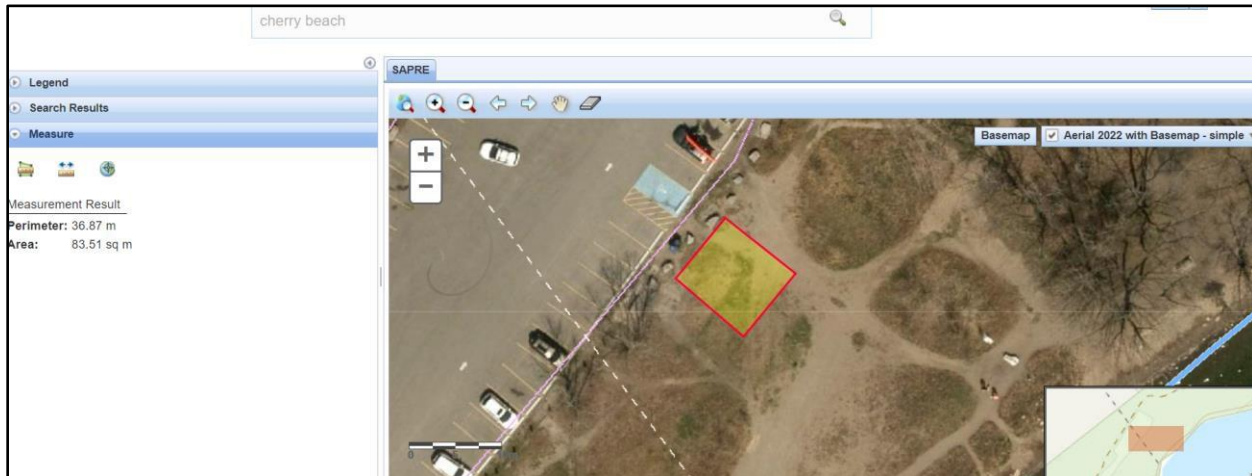


Kew Beach

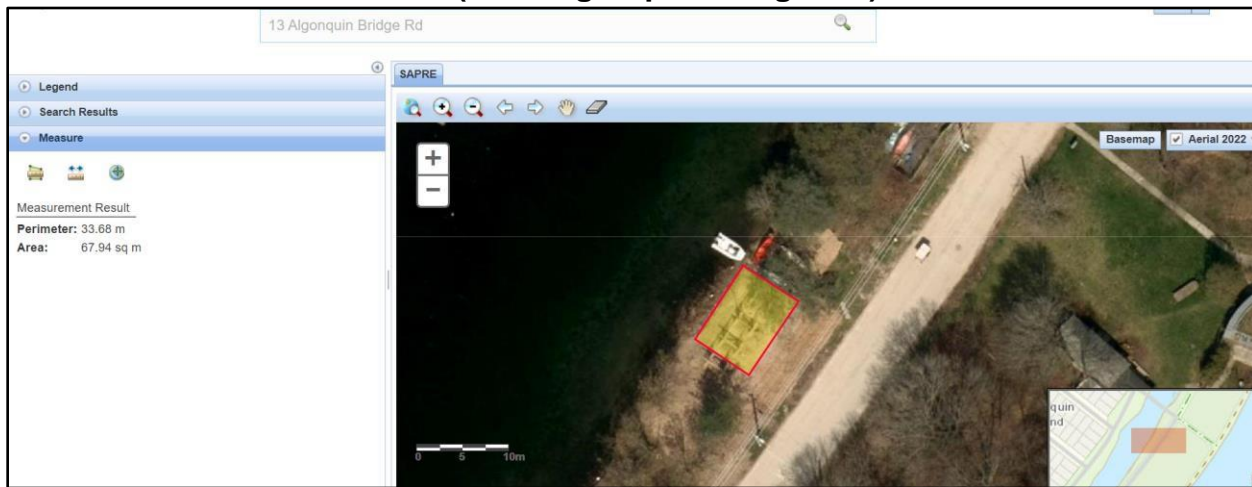


Donald Summerville

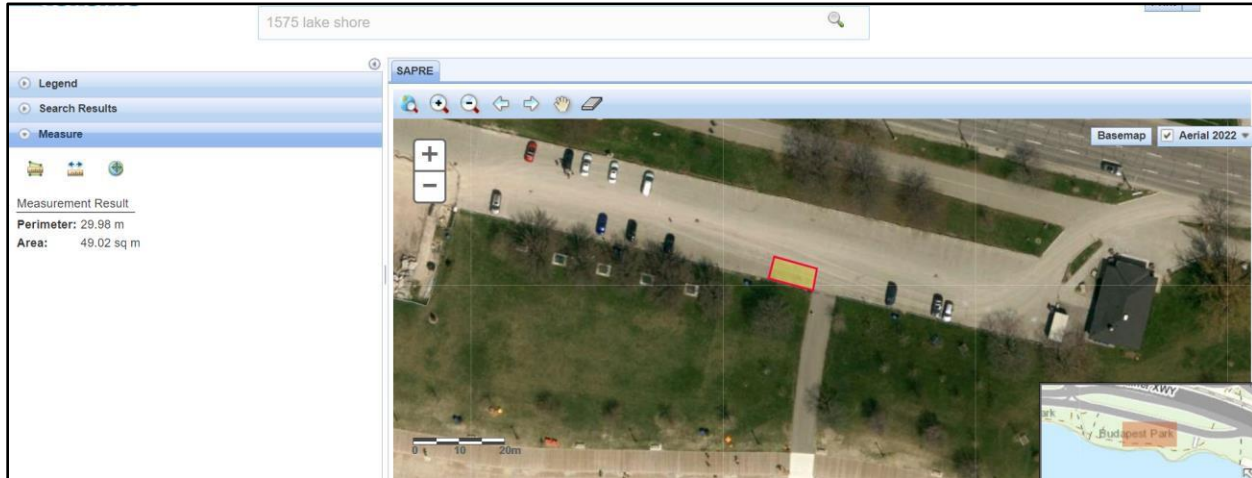
Cherry Beach - 1 location (East Parking Lot)



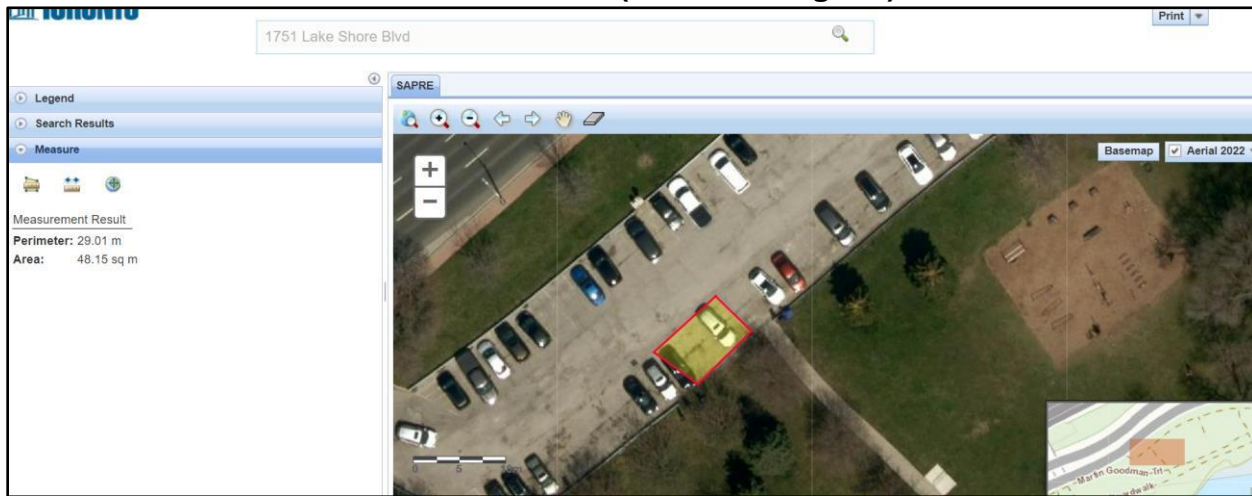
Toronto Island – 1 location (near Algonquin Bridge Rd.)



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



Sir Casimir Gzowski Park – 1 location (West Parking Lot)





Scarborough Bluffs – 1 location (Eastern Portion)

Marie Curtis Park – 1 location (West Side Parking Lot)

