



OPEN CALL FOR PROPOSALS

RFP 2024-19

Small Boat Tour Operator

Municipal Context

The municipal wharf located at 2 Main Street in Penetanguishene has often been referenced as being the gateway to Georgian Bay. Many tourists looking to escape the Golden Horseshoe and visit the unique landscapes offered in Georgian Bay head north in search of Ontario's most picturesque and serene in-land waters. With a breathtaking harbour that boasts a 400+ year old story and shores that are loaded with history, it is no wonder that the Historic Port at the Town of Penetanguishene has been home to many tour boat operators throughout the years.

Following several inquiries in 2021 from interested third parties looking to bring a new sightseeing vessel to the municipal wharf, the Town released a Request for Proposals (RFP) to provide equal opportunity to each and secure the most suitable operator for the Town. In 2022 the Town entered into a multi-year agreement with Landmark Cruises to provide a sightseeing boat tour opportunity for visitors and tourists from the municipal wharf onboard the Georgian Legacy, a 300 passenger vessel.

Purpose

In 2024 the Town received several inquiries from interested third parties looking to conduct a small tour boat operation from the municipal wharf that would offer something different than what is currently available. This Request for Proposals is being released to provide third parties with an equal opportunity to secure dockage at the Town of Penetanguishene's municipal wharf for the purpose of conducting scenic boat tour operations in a smaller vessel than the Georgian Legacy.

The Town's Tourist Information Center is located on the municipal pier and the prime inquiry received by municipal staff at the site is from tourists seeking boat tour services. The Town and third parties have identified that there is a desire to diversify the type of tour boat operation available to tourists and is seeking to partner with a competent third party through a formal agreement.

Opportunity

The Town of Penetanguishene will be accepting submissions from experienced and qualified boat tour operators. The vessel will dock at a mutually agreeable location at the municipal wharf and have access to hydro on a fee for service basis. The Town will also consider the placement of a sign on municipal property and work with the successful proponent to secure a sign permit for use of the sign. The proponent will be permitted to place marketing materials in the Tourist Information Centre with the volume, type and location at the discretion of the Town.

Qualifications

Interested parties should take note that the following documentation will be required should the Town and successful proponent engage in a formal agreement:

- a) Evidence of an approved “Disaster Action Plan” or “Fire Safety Plan”.
- b) That the Owner meets all occupational health and safety requirements.
- c) That the vessel complies with Transport Canada Regulations or other governing regulations pertaining to a passenger carrying vessel.
- d) That a current and valid Certificate of Insurance that is satisfactory to the Town be on file with the Town and that the insurance includes at minimum the following coverage:
 - The Corporation of the Town of Penetanguishene be named as an additional insured on the policy
 - Minimum thirty (30) day’s written notice of cancellation or non-renewal to the Town
 - Commercial General Liability (CGL) Insurance with a limit not less than \$2,000,000 per occurrence with no annual aggregate that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence by the policy holder.
 - Watercraft liability
 - Cross liability/severability of Interests Clause
 - Contractual Liability
 - Sudden and Accidental Pollution
 - P&I (Protection and Indemnity Coverage) with a minimum of \$5,000,000 per occurrence with no annual aggregate.

The insurance policy limit shall be in accordance with vessel maximum liability as calculated under the Marine Liability Act S.C. 2001, c.6.

Note that these requirements are subject to change based on the vessel type and operation plan submitted by the proponent.

Fees, Rates & Agreement Terms

Current fees & rates from the Town’s user-fee by-law (2024-50) will be applicable and are subject to increase through annual review of said by-law by the Council of the Town of Penetanguishene.

It is the Town’s intent to annually enter into a small commercial slip agreement, providing first right of refusal to slip renters as per current practice. A copy of the Town’s small commercial vessel agreement is included as **Schedule A**.

Should the proponent wish to engage in a multi-year agreement, the proponent should indicate the length and any additional term details they are seeking in their proposal. Proponents should take note that substantial changes to the attached agreement may require Council approval.

Storage

There is no storage available for operator’s supplies or off-season storage of the vessel.

Evaluation Criteria

The Evaluation Team will evaluate each proposal based on criteria that will include, but not necessarily be limited to the following:

- Experience and qualifications
- Operating Plan
- Presentation of vessel and touring potential
- Product differentiation from service currently offered onboard the Georgian Legacy
- Economic, tourism and partnership potential for North Simcoe
- References

Important Dates

Release of Call for Proposals:

December 19, 2024

Submission Deadline:

**January 10, 2021
by 11:00 a.m.**

Anticipated Date of Notification:

January 24, 2025

If Council approval required:

Anticipated Date of Presentation to Committee of the Whole:

February 12, 2025

Anticipated Date of Council approval:

March 12, 2025

It is the proponent's responsibility to ensure that the Town of Penetanguishene receives its Proposal prior to the stated closing time. Submissions may be emailed or submitted in person.

Proposal submitted must be clearly marked as follows:

Boat Tour Operator

Request for Proposals 2024-19

Attention: Sherry Desjardins, Director of Recreation and Community Services

sdesjardins@penetanguishene.ca

Mailing Address:

10 Robert Street West

P.O. Box 5009 Penetanguishene, Ontario L9M 2G2

Submission Requirements:

- **Vessel Description**

Please provide a proposal that includes at minimum the following items:

- length
 - passenger capacity
 - draft
 - minimum 2 pictures of the vessel
 - age and general condition
 - name
- **Operating Plan**
 - Hours and Dates of Operation

- Tour route(s)
 - Time and frequency of tour(s)
 - Tours or packages available
 - Staffing Plan
-
- **Company CV**
Provide your name, address, phone number, email address, website or social media sites and details of all experience related to boat tour operations.
 - **Captain Resume**
Provide details of all experience and qualifications related to vessel operations.
 - **References**
Please provide at least two references and their contact information that can speak to your firm's competency.
 - **Accessibility For Ontarians With Disabilities Act (AODA) confirmation**
Each proponent must be capable of providing confirmation of the completion of AODA training. The Town of Penetanguishene has a training document for awarded vendors who currently do not have the AODA training.

For further requests for information or to submit questions contact: Sherry Desjardins, Director of Recreation and Community Services
Email: sdesjardins@penetanguishene.ca | Phone: 705-549-7453 ext. 216

RFP 2024-19 – Small Boat Tour Operator Request for Proposals Schedule A



AGREEMENT FOR A SMALL COMMERCIAL VESSEL SEASONAL BERTH HISTORIC PORT OF PENETANGUISHENE

1. In consideration of the rent noted below, receipt of which is acknowledged, The Corporation of the Town of Penetanguishene, (the "Town") hereby rents to the undersigned (the "Owner") a berth at the Historic Port of Penetanguishene.
2. The term of this berth rental is from Friday, April 29th, 2024, (conditions permitting) to Tuesday, October 15th, 2024. The term of this agreement may be extended on a weekly basis in consultation with the Recreation and Community Services Department.
3. The Town shall provide one berth adequate to accommodate the Owner's boat and a parking permit for one automobile in adjacent Town-owned parking lot.
4. Should the Owner conduct or allow any act or thing which may void any insurance upon the Town Dock, or any liability insurance maintained by the Corporation of the Town of Penetanguishene affecting the premises or which may cause any additional premium to be paid for any such insurance, the Owner acknowledges that such act or omission would entitle the Town to terminate this Agreement early as provided for in section 5.
5. The Owner acknowledges that this agreement may be terminated early, prior to its stated termination date, by the Town within its sole discretion; in that case, the Town shall not be liable to refund any portion of the rental fee already paid by the owner.
6. Any boat parked in the Harbour in a space that has not been pre-assigned, and/or without permission from the Municipality, will be removed or charged the appropriate transient fee on a per day basis.
7. The Owner shall not assign or sublet the assigned berth. The owner/person making application for the assigned berth shall be deemed responsible for the berth and payment of fees.
8. Should the Owner sell his/her boat during the term of this agreement the Slip will not be transferred to another Owner. The slip will be allocated to the next person on the waiting list maintained by the Town.

If the Owner should sell his/her boat during the term of this agreement, he/she will advise the Town of the description and registration or license number of any new vessel that he/she may wish to berth at the Town dock. If the replacement vessel does not meet the current regulations of the Town, the owner shall forfeit the berth and may request a refund of the prorated amount of rental fee for the remainder of the season, and he/she acknowledges that the refund received is final. Upon the Owner obtaining a replacement vessel, the Town will review the allocation of his/her berth upon a written request of the Owner.

9. In the event of construction, repairs or other improvements to the wharf or wharf property, the Owner shall upon notice from the Municipality, move or remove his/her boat from the wharf as directed at the expense of the Contract Holder. Slip assignments are at the full discretion of the Municipality. Should the municipality be unable to accommodate the vessel when such circumstances warrant, the Town will issue a refund pro-rated to the date that services were no longer rendered.

The 2024 rates for the Cement Pier and North Wharf are as follows:

\$50.00 per foot plus H.S.T. for the period of April 29th, 2024, to October 15th, 2024.
The weekly extension rate is \$40.00 plus H.S.T.

An additional \$150.00 hydro fee is applicable plus HST when required. This is for one (1) 30-amp service. Should you require an additional one (1) 30-amp service, the charge will be 250.00 plus HST. One (1) 50-amp service each is \$250.00 plus HST. Please note that the 50-amp service is not available at all locations.

Measurements are L.O.A. (length overall) which includes swim platforms and bow pulpits.

Boats with bow pulpits must berth stern to the slip.

Shower and Cart Keys are optional. They are \$25.00 each and are both refundable at the end of the Season when the key(s) is returned. Replacement of a lost key is also \$25.00 each. One time or infrequent use will still require a key deposit.

Season Deposit Fee

A non-refundable \$100.00 deposit is required up to February 28th of each calendar year. This ensures that boaters will take slips that have been saved in their name. Deposits will automatically be lost for holding the slip if the slip is cancelled after February 28th or the full payment is not received by the Friday, April 1st, 2024, deadline.

10. Dinghies must be secured under the bow of the vessel or taken on board when moored in a slip.
11. The Town shall provide to the Owner a parking permit sticker for one (1) automobile to park in the Town-owned adjacent parking lot. The Owner acknowledges that no parking is allowed upon the Town Dock or in the no parking areas and that all automobile parking is regulated by and at the discretion of the Harbour Master. Sticker must be affixed to the vehicle. Sticker is non-transferable. Additional parking permits are available upon payment of the fees that may be established by the Town from time to time.
12. Any conduct upon the waters, by the Owner or his/her crew/passengers at the berths, on the docks, or in the Town operated parking lot which is found to be dangerous, unlawful or vandalism in nature, will at the discretion of the Town be cause of unilateral termination of this agreement by the Town without recourse by the owner. Upon such termination the Owner shall not be entitled to a refund or any amount of the berth rental fee for the season.
13. The Owner shall not over-hold. In the event that he/she does fail to remove his/her vessel by Tuesday, October 15th, 2024, or obtain pre-approval to extend their commercial agreement on a weekly basis, he/she acknowledges that the Town may, at the owner's expense, have the vessel removed.

14. The Owner hereby releases the Town from any and all claims, damages, actions and causes of action as a result of damage to property or person occasioned as a result of

his/her use of the berth and/or parking lot, and agrees to indemnify and save harmless the Town from any claims, actions, suits and causes of action that may be brought by any other person as a result of the Owner's use of the berth or parking lot.

15. The Owner agrees not to dump any gray water and/or black water or permit other spillage of other pollutants (i.e., fuel, oil).
16. Fuelling or refuelling from all town docks and dock facilities is prohibited, except by authorized fuel providers. Owners caught re-fuelling their vessel in contradiction to the above will risk losing their slip for the remainder of the season without refund.
17. Cars, trucks, and trailers cannot be left for extended period of time. Those persons doing so will be tagged towed and charged for any and all expenses.
18. The Owner's right to berth is restricted to the vessel registered.
19. The Owner's only right or permission to the use of the Docks is to operate and berth its vessel.
21. The Town is not required to supply any assistance to the Owner in the berthing of the vessel, which shall be the sole responsibility of the Owner, however Town staff may assist as circumstances warrant.
22. Subject to the limited permission that may be requested and granted under section 26, the Owner undertakes and agrees not to solicit customers within the Town Dock area.
23. The Owner undertakes and agrees to follow the reasonable directions of the Town with respect to all matters arising from this Agreement and without limiting the generality of the foregoing, particularly those directions having to do with safety, sanitation and the abatement of noise or nuisance.
24. The Owner releases the Town from all claims, causes of action and demands for personal injury or damage arising from the Owner's use and occupation of the berth and/or the permission herein granted. Without limiting the generality of the foregoing, the Owner releases the Town from all claims, causes of action and demands for personal injury or damage arising from the placement, use, construction and/or maintenance of the gang plank(s) and/or mooring lines connecting the vessel to the Town Dock and such indemnification extends to personal injury and/or property damage from the use of any boarding apparatus by persons boarding and disembarking from the vessel. The Owner further indemnifies the Town from all actions, causes of action, suits, costs, claims and demands resulting from the use of the Town Docks by the Owner and/or its employees and/or patrons, to gain access to the Owner's vessel.

25. REQUIRED DOCUMENTATION

The Owner (or its agent) is to provide to the Town upon request, the following documentation:

- a) That a copy of its approved "Disaster Action Plan" or "Fire Safety Plan" be on file with the Town and the Harbour Master.
- b) That the Owner meets all occupational health and safety requirements.
- c) That a current and valid Insurance Certificate that is satisfactory to the Town be on file with the Town and that the insurance include at minimum the following coverage:
 - The Corporation of the Town of Penetanguishene be named as an additional insured on the policy

- Minimum thirty (30) day's written notice of cancellation or non-renewal to the Town
- Commercial General Liability (CGL) Insurance with a limit not less than \$2,000,000 per occurrence with no annual aggregate that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence by the policy holder.
- Watercraft liability
- Cross liability/severability of Interests Clause
- Contractual Liability
- Sudden and Accidental Pollution
- P&I (Protection and Indemnity Coverage) with a minimum of \$5,000,000 per occurrence with no annual aggregate.

For commercial operators **NOT carrying or transporting passengers**, written confirmation from the insurer indicating that the CGL policy covers personal injuries occurring to visitors while being onboard the vessel and while embarking/disembarking may be exempt from this P&I coverage requirement.

Should the nature of commercial operations **include the carrying or transport of passengers**, the insurance policy limit shall be in accordance with vessel maximum liability as calculated under the Marine Liability Act S.C. 2001, c.6.

26. The Operator is entitled to erect one (1) sandwich board sign on the Town Dock after applying for a sign permit as per Town regulations to name the business for which tickets or a service is being sold. The sign size, design and location shall be approved by the Town.



**2024 SEASONAL SMALL COMMERCIAL DOCK APPLICATION
(PLEASE NOTE THIS FORM MUST BE COMPLETED IN FULL)**

Name: _____ 2024 Slip #

Address: _____

City: _____ ON Postal Code: _____

Home Phone #: (____) _____ Cell Phone #: (____) _____

Work Phone #: (____) _____ E-Mail Address:

L.O. A. (including swim platform and bow pulpit) _____ Type of Boat

Boat Registration #: _____ Boat Name: _____

Beam (width): _____ Draft (depth in water): _____

Gas Diesel Other? _____ Motor: Inboard Outboard I/O

Hydro? No Yes Water? (Cement Pier Only) No Yes

Grey Water Holding? No Yes Black Water Holding? No Yes

Jet Ski or other small craft? No Yes If yes, please identify

Same slip as last year? No Yes If Yes, Previous Year Slip # _____

Special Requests?

Condition of Acceptance

I am applying for a berth at the Historic Port of Penetanguishene for a small commercial vessel for the 2024 season.

Enclosed with this application is cash, cheque or money order payable to the Town of Penetanguishene, VISA, MasterCard or Interac in the amount of \$_____. I understand full payment to be made by April 1st, 2024. After April 1st, 2024, I give up my right to my slip if payment has not been made.

I also agree to attach a copy of my insurance certificate for the above-named vessel.

Dated this _____ day of _____, 2024.

Owner/Applicant Signature

Fees

Deposit only \$ _____ Non-refundable after Feb 28th, 2024

- a) Berthing fees \$ _____
- b) Hydro Charge \$ _____ \$150.00 for (1) 30-amp
- c) Water Charge \$ _____ Municipal Rates apply _____
- d) Extra Parking Space \$ _____
- e) Shower Key \$ _____ Refundable \$25.00 each Key#

- f) Cart Key \$ _____ Refundable \$25.00 each Key#

- g) Extra Windshield Sticker \$ _____

SUBTOTAL \$ _____
HST \$ _____
TOTAL \$ _____

Returned (NSF) Cheques

The Town of Penetanguishene will charge an administrative fee of \$40.00 for cheques that are returned to us by the bank. If this should occur, you will be required to replace your original cheque with CASH or CERTIFIED CHEQUE, made payable to the Town of Penetanguishene, in the amount of the total berthing fee plus the \$40.00 administration fee.

Refund Policy

If you choose to withdraw from the agreement, you will receive a refund based on the berthing fees minus a \$20.00 administrative fee. All refunds will be prorated on the percentage of the time remaining at the time of the withdrawal request, which must be submitted in writing, by mail, fax, E-mail or in person. Please allow 2 to 3 weeks to process refunds.

I agree to pay the sum total noted above and to abide by the rules as specified in this agreement.

OWNER'S SIGNATURE

OWNER'S NAME (please print)

Authorized Staff Signature

Date



2024 Special Events

Each year the Town of Penetanguishene is approached to host Special Events that require the use of both seasonal and transient slips.

We would appreciate your consideration should an event be confirmed that you sign below, informing us of your position regarding special events.

* Not all events require slips

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I agree to give up my slip for special events:

Yes No

Dated this _____ day of _____, 2024.

Owner/Applicant Signature