



*Where History and Innovation Thrive*

**REQUEST FOR PROPOSAL**

**Marina Sustainability and  
Development Strategy and Business Plan**

**RFP No. F31-CS-AM-FM-2008-1**

Please submit original and THREE (3) complete copies of each submission using the attached forms, in a sealed envelope quoting above proposal number and closing date by:

**3:00:00 PM EST on April 23, 2008**

Addressed to:

The Office of the City Clerk  
The Corporation of the City of Kingston  
First Floor Counter, South Wing  
City Hall, 216 Ontario Street  
KINGSTON, Ontario  
K7L 2Z3

**Closing Date: April 23, 2008 @ 3:00:00 PM EST**

Submissions must be received before the above mentioned time and date, and in accordance with the requirements of this document.

**All inquiries regarding this 'Request for Proposal' must be directed as specified. Any clarification of this document or request for additional information must be received by 3:00:00 PM EST on March 21, 2008. No electronic or facsimile submissions will be accepted.**

**Contact:**

Janis Morrison  
Purchasing Coordinator  
Financial Services/Purchasing  
Finance and Corporate Performance  
Fax: 613-546-3407  
Email: [jmorrison@cityofkingston.ca](mailto:jmorrison@cityofkingston.ca)

# City of Kingston

## REQUEST FOR PROPOSAL

RFP No. F31-CS-AM-FM-2008-1

### Marina Sustainability and Development Strategy and Business Plan

#### TABLE OF CONTENTS

##### SECTION A – THE PROJECT AND PROPOSALS

1.0	Introduction.....	Page 4
2.0	Term of the Project.....	Page 4
3.0	RFP Schedule.....	Page 4
4.0	Project Authority and Involvement.....	Page 4
5.0	Project Stakeholders.....	Page 5
6.0	Inquiries.....	Page 5
7.0	Proposal Content.....	Page 5
8.0	Evaluation of Proposals.....	Page 7
9.0	Submission of Proposals.....	Page 8

##### SECTION B – PROJECT REQUIREMENTS

1.0	Introduction.....	Page 8
2.0	Project Costs.....	Page 8
3.0	Background of the Project.....	Page 9
4.0	Available City Resources.....	Page 9
5.0	Objectives.....	Page 10
6.0	Assumptions.....	Page 10
7.0	Resource Requirements.....	Page 11
8.0	Milestones and Results.....	Page 11
9.0	Interim and Final Reporting.....	Page 11
10.0	Formal Contract.....	Page 11

##### SECTION C – GENERAL TERMS AND CONDITIONS

1.0	Improper Delivery.....	Page 12
2.0	Signing Requirements.....	Page 12
3.0	Applicable Law.....	Page 12
4.0	City not liable for RFP Costs.....	Page 12
5.0	Required Warranties.....	Page 12
6.0	No Obligation to Contract.....	Page 13
7.0	Contract Payments.....	Page 13
8.0	Limitation of Liability.....	Page 13
9.0	Dispute.....	Page 13
10.0	No Assignment.....	Page 14
11.0	Fit for Use.....	Page 14
12.0	No Implied Waiver.....	Page 14
13.0	Governing Law.....	Page 14
14.0	Force Majeur.....	Page 14
15.0	Deemed Satisfaction as to Submission.....	Page 14
16.0	Default Under Project.....	Page 14
17.0	Title and IP Right to the Work.....	Page 14

18.0	Insurance.....	Page 14
19.0	Enforcement.....	Page 14
20.0	Opening Process.....	Page 15
21.0	Privacy and Freedom of Information.....	Page 15

<b>SECTION D – FORM OF IRREVOCABLE OFFER.....</b>	<b>Page 16</b>
---	----------------

**APPENDICES**

APPENDIX ‘A’ Company Profile .....	Page 17
APPENDIX ‘B’ City of Kingston Insurance Form .....	Page 18

**EXHIBITS**

EXHIBIT ‘1’ Fact Sheet – Flora MacDonald Confederation Basin.....	Page 19
EXHIBIT ‘2’ Fact Sheet – Portsmouth Olympic Harbour .....	Page 20
EXHIBIT ‘3’ Transient Origination.....	Page 21
EXHIBIT ‘4’ 2007 and 2008 Marina Rates.....	Page 23
EXHIBIT ‘5’ Generated Revenue and Expenditures – Marina Operations 2007 .....	Page 26
EXHIBIT ‘6’ The City of Kingston’s Marina Operations Dock Replacement Program .....	Page 27
EXHIBIT ‘7’ 2007 Marina Assisted Community Events.....	Page 28
EXHIBIT ‘8’ Project Stakeholders .....	Page 29

# City of Kingston

## REQUEST FOR PROPOSAL

RFP No. F31-CS-AM-FM-2008-1

### Marina Sustainability and Development Strategy and Business Plan

#### A. THE PROJECT AND PROPOSALS

##### 1.0 INTRODUCTION

The City of Kingston invites proposals from firms interested in developing with the City and its stakeholders a Marina Sustainability and Development Strategy and Business Plan for the development of its marina operations and related functions on the City of Kingston's waterfront over the next 5-10 years.

The Proposal must meet all the requirements outlined in this document. Section A sets out how to respond to this RFP. Section B herein can be considered as the Terms of Reference for this Project. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

##### 2.0 TERM OF THE PROJECT

This Project will commence in April 2008 for a term of three (3) to four (4) months. The awarding of the contract for this project will be subject to final contract negotiations.

The firm selected for this project will develop a Marina Sustainability and Development Strategy and Business Plan subject to budgetary approval, determination of evaluation team and final contract negotiations.

##### 3.0 SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

Release of RFP:		<b>Wednesday March 19, 2008</b>
Deadline for Submitting Questions:	<b>3:00:00 PM</b>	<b>Friday March 28, 2008</b>
Deadline for Responding to Questions:	<b>3:00:00 PM</b>	<b>Friday April 4, 2008</b>
RFP Closes:	<b>3:00:00 PM</b>	<b>Wednesday April 23, 2008</b>
Final Selection and Notification:		<b>May 2008</b>

##### 4.0 PROJECT AUTHORITY AND INVOLVEMENT

This Request for Proposal is administered by the Corporate Services Group, Facilities Management Division of the City of Kingston. The project lead will be the Supervisor of Facilities Operations reporting to the Manager of Facilities. The Manager of Facilities, Supervisor of Facilities Operations and others as designated will be identified as the Project Team.

The successful consultant will report directly to the Project Team through the Supervisor of Facilities Operations who will be responsible for overseeing the conduct of the Project from inception to completion and for preparing any recommendations that will be forwarded to City Council for further consideration.

All inquiries regarding this RFP must be directed as specified in Section A – 6.0 herein.

## 5.0 PROJECT STAKEHOLDERS

This Project is the sole responsibility of the Project Team of the Corporation of the City of Kingston, however there are many stakeholders throughout the community that are part of the waterfront or are directly affected by our waterfront enterprise and must be consulted as part of this project. As identified in Section A – 7.0 B of the Proposed Work Plan consultations with stakeholders will be conducted. Please refer to Exhibit '8' for a list of potential Stakeholders.

## 6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by **3:00:00 p.m. March 28, 2008** in writing by fax, e-mail, courier, or regular mail to:

Janis Morrison  
Purchasing Coordinator  
Financial Services/Purchasing  
Finance and Corporate Performance  
Fax: 613-546-3407  
E-mail: [jmorrison@cityofkingston.ca](mailto:jmorrison@cityofkingston.ca)

## 7.0 PROPOSAL CONTENT

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required as well as a clear statement as to the actual total price, including the following:

1. Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business and an indication of financial stability, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s).
2. A description of the proposed consultant team and subcontractors, including an outline of the personnel that will be assigned to the Project allocated by task, is to be provided. This description is to include team members' backgrounds and experience plus a recent resume/curriculum vita.
3. Provision of statement of cost shall be included that reflects the total all-inclusive upset cost in Canadian dollars including applicable taxes, disbursements, an estimate of personnel allocation including the number of hours to complete tasks, and all other related charges.
4. A detailed description of the proposed work plan, approach and methodology that will be used to undertake the Project. The work plan shall clearly identify each item as outlined in Section B herein. An outline of the person hours must also be included.
5. Consultations with the stakeholders outlined in the Proposed Work Plan Section A - 7.0 B is also required; general consultations with public as well.
6. A schedule delineating meetings, general target dates, project milestones, deliverable dates as well as any other critical dates associated with the Project must be included.
7. Excerpts of similar projects completed to date (if applicable) and/or excerpts from a report/study demonstrating the writing skills of key personnel are required and shall be included as an addendum to the Proposal.
8. A detailed discussion of any conflicts of interest with the City of Kingston shall be provided.
9. The Proposal shall demonstrate that consultant team members are in good financial standing with the City of Kingston.
10. Provision of a current WSIB clearance certificate as well as proof of insurance coverage as per form outlined in Appendix 'B' (including proof of Error and Omissions coverage).
11. The work plan should include a detailed budget concerning the costs for such a project. An upset limit must be provided.

To facilitate the review of submitted proposals, please use the following headings in your response; submissions must specifically and fully address each of the following items:

## **A. Firm/Project Team Information**

Responses shall include a firm profile (Appendix 'A') which must include the following:

The legal name and form of the firm specify the parent company if applicable; an indication of financial stability; and provide full disclosure of details regarding any litigation or dispute that the respondent is involved with, including a description of the litigation and maximum exposure of the respondent. The respondent must also outline any potential conflict of interest with the City of Kingston.

The proposal must provide an overview of the key personnel who would be involved in the project and include the following: a copy of a recent CV/resume and professional credentials for each individual; the role and responsibilities of each team member; a chart showing the work relationship of all personnel; and any other relevant information about the responding firm.

### **Please note the following:**

- a. It is expected that a consultant team member will have experience with the development and implementation of the Marina Sustainability and Development Strategy and Business Plan and innovative community consultation process as well as current planning practices, policies, and legislation;
- b. It is expected that a consultant team member will be an accredited professional management firm.
- c. Any team should include expertise in marina industry, waterfront planning and community development.

The submission should include the name, title, address, telephone and fax numbers, and email address of a primary contact.

The proposal must also include an overview of the responding firm's (or firms') experience, ability, and creativity in provided similar or like product. The respondent should outline past experiences noting the following:

- Location, size, nature, concept, scope, and cost of these projects;
- The role the firm and the proposed lead principal played for each project;
- The result and outcomes for each project;
- Business references for each project who may be contacted; and
- A writing sample from a comparable project.

## **B. Proposed Work Plan**

The content of the project should be completed and address the following points or guidelines:

- **Stakeholders and Staff Consultations**
  - Conduct staff consultations including, but not limited to Asset Management (Facilities Management Division), Planning and Development, Finance and other relevant departments within the Corporation of the City of Kingston
  - Obtain input from stakeholder groups identified in Exhibit 8 using a variety of means including, but not limited to meetings
- **SWOT Analysis**
  - Indicate the strengths, weaknesses, opportunities and threats of the existing marina operations and provide further recommendations to support the proposed business plan.

- **Financial Analysis of Marina Operations (Including Facilities and Operations)**
  - Review revenue and expenditure streams
  - Examine rates and fees structure relative to market conditions
  - Indicate new revenue and expenditure opportunities
  - Review expansion/enhancement potential
  - Develop a 10 year Capital Program identifying the source of funding
- **Operational Model Analysis**
  - Analyze the existing operational model for the marina operations and provide recommendations to support the proposed business plan
- **Recommendations**
  - Provide recommendations with regards to the marina operations that support the Marina Sustainability and Development Strategy and Business Plan.

## 8.0 EVALUATION OF PROPOSALS

Submission evaluation will be conducted pursuant to the City's Purchasing By-Law. Project submissions to be evaluated based on the point assignment criteria as set out in Table 1 below.

**Table 1 – Evaluation of Submissions**

<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>1. Company Profile/References/Personnel Credentials/Resources</b>	
Years in business and contact information – 25 points Qualifications and experience of the project team – 50 points Experience on similar projects and references – 75 points	<b>150 points</b>
<b>2. Proposed Methodology and Approach</b>	
Understanding of the project – 50 points Familiarity with marina operation business – 60 points Knowledge of the City of Kingston's Marina Operations – 25 points Proposed approach and work plan, including public consultation and user in-put – 50 points Demonstrated knowledge of relevant policies and procedures – 50 points	<b>235 points</b>
<b>3. Financial Component</b>	
Pricing to be provided in Canadian dollars. Prices quoted are before taxes and are the upset cost the City will pay for the particular service.	<b>100 points</b>
<b>4. Ontarians with Disabilities Act</b>	
In compliance with the Ontarians with Disabilities Act, 2001, R.S.O. 2001, c.32, section 13.	<b>15 points</b>
<b>Total:</b>	<b>500 points</b>

## **9.0 SUBMISSION OF PROPOSALS**

Four (4) complete and securely bound/fastened copies (one (1) original and three (3) copies) of the proposal response including all items as identified in Section A 7.0. of this RFP, and required content as per Section B must be clearly labelled RFP No. CS-AM-FM-2008-1 and submitted in a complete Proposal package to:

The Office of the City Clerk  
The Corporation of the City of Kingston  
First Floor Counter, South Wing  
City Hall, 216 Ontario Street  
KINGSTON, Ontario  
K7L 2Z3

**Closing Date: April 23, 2008 @ 3:00:00 PM EST**

Proposals received after the above noted due date and time will not be considered. Electronic, telegraphic, telephone, or facsimile proposals will not be accepted. Failure to comply with the requirements may result in the rejection of a Proposal submission. Brochures may be included in the Proposal package. Failure to comply may result in rejection of the Proposal. It is recommended that proposals should not exceed twenty (20) typed pages with appendices.

Proposals received after the stated date and time will not be considered, but will be returned unopened to the proponent.

## **B. PROJECT REQUIREMENTS**

### **1.0 INTRODUCTION**

The City of Kingston invites proposals from firms interested in developing with the City and its stakeholders a Marina Sustainability and Development Strategy and Business Plan for the development of its marina operations and related functions on the City of Kingston's waterfront over the next 5-10 years.

The Proposal must meet all the requirements outlined in this document. Section B herein can be considered as the Terms of Reference for this Project; however the successful proponent is encouraged to use other municipality's waterfront strategies and methodology as benchmarks in the final submission. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

### **2.0 PROJECT COSTS**

It is anticipated that the total cost of the Marina Sustainability and Development Strategy and Business Plan shall be in the vicinity of Forty Thousand dollars (\$40,000).

The contract between the City of Kingston and the consultant team shall specify the Project cost for the Marina Sustainability and Development Strategy and Business Plan. The cost shall be considered an upset figure which should not be exceeded. Further in this regard, please note the following:

- 2.1 The cost of advertising, room rentals and refreshments required for meetings open to the public in the context of the public consultation process and the City of Kingston consultation process will be paid by the City of Kingston. The City of Kingston will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.
- 2.2 The cost of any presentation support materials, exhibits and Project products will be the responsibility of the consultant team.



- 2.3 The Proposal must outline all costs associated with supplying the identified services. The total price must fall within the budgeted finances and be stated clearly at the outset. Final selection will be subject to successful contract negotiations with the preferred consultant team.

### **3.0 BACKGROUND OF THE PROJECT**

The City of Kingston's Marina Operations consists of two main venues, a) The Flora MacDonald Confederation Basin located in the heart of historic downtown Kingston in front of City Hall and b) The Portsmouth Olympic Harbour just minutes from the downtown in historic Portsmouth Village located directly north of the Penitentiary Shoal in the Kingston Harbour. Currently Flora MacDonald Confederation Basin consists of 160 seasonal berths and approximately 215 slips for transient traffic in partnership with Portsmouth Olympic Harbour, which accommodates 230 seasonal berths and approximately 20 slips for transient boaters. Together the operations accommodate both power and sail vessels with Portsmouth Olympic Harbour having a favorable reputation for optimal sailing conditions and thus accommodate thousands of competitive sailors throughout the various regattas hosted at the Portsmouth Olympic Harbour site. Further to accommodating vessels it is important to note that the City of Kingston's Marina Operations further support a variety of water related special events as indicated in Exhibit '7'. For further facts and background information on both marinas please refer to Exhibit '1' and Exhibit '2' within the identified exhibits.

### **4.0 AVAILABLE CITY RESOURCES**

#### **4.1 City Services**

The City of Kingston agrees to provide available information and supply the following services to the successful firm:

1. Make available within a reasonable time and with reasonable notice, staff required for interviews to collect information.
2. Make available for viewing and possible copying all appropriate information, mapping, and documentation relevant to the Project. The City will have the sole discretion in determining which information is appropriate to be copied and given to the consultant team. The said consultant team is responsible for verifying the accuracy of all information provided by the City.

There are some pertinent documents, reports, provincial and federal statutes as well as other resource materials that may be relevant to the creation of the Marina Sustainability and Development Strategy and Business Plan that will be provided to the successful consultant team.

#### **4.2 Digital Sources of Information**

Mapping of the marinas is an important element in the Project. Current GIS capabilities at the City of Kingston include AutoCAD and ArcGIS.

Appropriate digitized base mapping in AutoCAD format will be provided to the successful consultant team. Digital information sources provided to the consultant team shall be subject to the terms of a City of Kingston Digital Lease Agreement which indicates the ownership of the map data, City acknowledgements and terms of any third party usage of the information. The terms of the agreement will be included in a form as part of the Project contract.

#### **4.3 Aerial Photography and Ortho Imagery**

The City's imagery data consists of both contact prints and digital ortho-rectified data. Ortho-rectified digital data is georeferenced to the City's CBM and Parcel Fabric at 1:2000 scale. Ortho-rectified data is based on photo collection dates in April 1998 and 2004. Image files are in .TIFF format. Infrared aerial photos dated May 1990 are also available for use by the consultant team.

## 5.0 OBJECTIVES

To develop with the City and its stakeholders a Marina Sustainability and Development Strategy and Business Plan for the development of its marina operations and related functions on the City of Kingston's waterfront over the next 5-10 years, from the following perspectives:

- a) Community Planning Perspective - Use and protection of the City's waterfront and public access thereto
- b) Business Planning Perspective - Viability and Sustainability of the marina operations over the long term
- c) Economic Impact Perspective - Opportunities for service improvement, development and expansion

## 6.0 ASSUMPTIONS

The following is a list of general assumptions related to the Proposal submission and the undertaking of this Project following contract award:

- Goods and Services Tax (GST) and other applicable taxes shall be included in the submitted price;
- Submissions shall be irrevocable for one hundred-twenty (120) days;
- The consultant team will and can provide all services specified in Section B of this RFP;
- The City of Kingston can rely on the consultant team's knowledge of provincial safety regulations and labour laws;
- The consultant team will provide such additional insurance coverage as set out in Appendix 'B' of this RFP;
- The consultant team will provide a current WSIB clearance certificate;
- In addition to the Commercial General Liability and Automobile coverage specified in Section C, Part 18, proof of Error and Omissions coverage is also required;
- Assign a team of individuals with the required skills and expertise to deliver on the project goals and objectives;
- Conduct and complete the work elements as identified within this document;
- Work with assigned City staff in a collaborative and supportive fashion to support skill development opportunities for staff assigned to the project;
- Design and conduct public input sessions and consultation process with stakeholders with support of Department staff as needed or required;
- Develop and deliver a project process and document that meets current environmental standards, project goals and objectives, and deliverables;
- Provide monthly updates to the project leads;
- Provide draft and final versions of the Marina Sustainability and Development Strategy Business Plan;
- Draft appropriate advertising and communications as needed for the project;
- Meet project timelines;
- Provide itemized project invoices in a timely fashion bimonthly; and
- Not to exceed cost for project.

The Project Team's role is to direct and participate in the Marina Sustainability and Development Strategy and Business Plan and deliver a document that meets the stated project objective.

The Project Team's responsibilities are to:

- Assign appropriate staff to help meet project objective;
- Provide all relevant information and documentation as needed and available;
- Provide rooms and facilities for meetings, consultations, open houses, focus groups, etc;
- Provide current contact information for stakeholder groups;

- Assist with ongoing communication as needed for the project;
- Assist with advertising and communication vehicles as needed for the project;
- Meet timelines necessary to achieve project goals and objectives; and
- Consult with City staff and other Council committees to receive ongoing input and comments as the Marina Sustainability and Development Strategy and Business Plan develops.

## 7.0 RESOURCE REQUIREMENTS

Submitters must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors as well as City of Kingston resource requirements that are assumed to be outside those requirements identified within this document.

## 8.0 MILESTONES AND RESULTS

The following Project-related deliverables shall be achieved by the consultant team during the term of the Project:

- |  |  |
|--|--|
| 1. Consultations with City of Kingston Staff   | <b>Before the end of May, 2008</b>       |
| 2. Consultations with stakeholders / general public  | <b>Before the end of June, 2008</b>      |
| 3. Draft of the Marina Sustainability and Development Strategy and Business Plan completed | <b>Before the end of July, 2008</b>      |
| 4. Final draft report to Project Team  | <b>Before the end of August, 2008</b>    |
| 5. Presentation of report to Council   | <b>Before the end of September, 2008</b> |

## 9.0 INTERIM AND FINAL REPORTING

### 9.1 Study Updates

The successful consultant team shall provide, on a monthly basis, a written status report and an accompanying detailed invoice to the Project Team. The status report must include an outline of the work completed to date, work completed since the previous status report, and a discussion of how the project is proceeding including any unanticipated difficulties. A 'face-to-face' status meeting between the Project Team and the said consultant team will occur as required, but at a minimum shall take place once a month.

### 9.2 Product Delivery

1. All documents, maps, plans and documentation developed during the Marina Sustainability and Development Strategy and Business Plan becomes the property of the City of Kingston.
2. All documents, maps, plans and submissions to the City of Kingston will be provided in digital format suitable for reproduction purposes, and will be owned by the City of Kingston.
3. All reports, discussion papers and other submissions as required are to be provided to the City of Kingston in the following way; 4 bound copies and 1 unbound copy and 1 electronic version on CD – ROM.
  - Final Report – (4 hard copies, 1 unbound copy and CD)
  - Executive Summary Document (4 hard copies, 1 unbound copy and CD)

## 10.0 FORMAL CONTRACT

If a preferred consultant team is ultimately selected for service delivery, the said consultant team shall be prepared to enter into a contract satisfactory to the Legal Division of the City of Kingston that will allow the City the use of concepts, products, processes produced or resulting from the services rendered by the consultant team in connection with the Project or which are otherwise developed or first reduced to practice by the consultant team in the performance of the services for this Project. This Proposal shall constitute part of the terms and conditions of the contract award.

## C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. **Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.
2. **Signing Requirements.** Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.
3. **Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
  - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
  - *Occupational health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent
  - *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:  
*In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

4. **City not liable for RFP costs.** The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".
5. **Required Warranties.** Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;
  - i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
  - ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
  - iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
  - iv. this proposal is in all respects fair and without collusion or fraud.
  - v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
  - vi. all materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
  - vii. The submitter of the proposal is:
    - a. competent to perform the work described in this RFP ["the work"];

- b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. shall supply everything necessary for the performance of the work;
  - d. shall carry out the work in a diligent and efficient manner;
  - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
  - ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.
  - x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.
- 6. No Obligation to Contract.** Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

- 7. Contract Payments.** Unless otherwise specified, should the Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.
- 8. Limitation of Liability.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.
- 9. Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Kingston, the decision of such agent as the Corporation of the City of Kingston may appoint will be final and binding.

- 10. No Assignment.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree not, without the written consent of the Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.
- 11. Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.
- 12. No implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.
- 13. Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
- 14. Force Majeur.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
- 15. Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.
- 16. Default under Project.** In case of a default of performance of the Project, the Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
- 17. Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.
- 18. Insurance.** Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into of a contract in relation to this Request for Proposal.
- 19. Enforcement.** Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.

**20. Opening Process.** The following processes shall be used when RFP submissions are opened:

- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

**21. Privacy and Freedom of Information.** All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the City of Kingston (the City).

Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the City shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- the cover letter to the tender, quotation, or proposal;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**D. FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under **Request for Proposal No F31-CS-AM-FM-2008-1** to the Corporation of the City of Kingston according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the City of Kingston for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

**WITNESS** \_\_\_\_\_

OR

(Affix Company Seal if applicable)

**SIGNED** \_\_\_\_\_

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**VENDOR NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/PROV.** \_\_\_\_\_

**POSTAL CODE** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_



**APPENDIX 'A'**  
**Company Profile**

COMPANIES LEGAL NAME: \_\_\_\_\_

PARENT COMPANY (if any): \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

PROVIDE THREE REFERENCES

1)

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2)


Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3)

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## APPENDIX 'B'

### City of Kingston Insurance Form

	<p style="text-align: center;"><b>CERTIFICATE OF INSURANCE</b>                  The Corporation of the City of Kingston                  This is to certify that the insured named below is insured as described below.</p>
<p>PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies – <b>MUST BE SPECIFIED</b>                  F31-CS-AM-FM-2008-1 Marina Sustainability and Development Strategy and Business Plan</p>	

**NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED**

Name of Insured	Telephone Number ( )- -
Street Name (of Insured)	City <span style="float: right;">Postal Code</span>

Type of Insurance	Insurer's Name	Policy Number	Effective Date			Expiry Date			Limits of Liability
			YR	MO	DAY	YR	MO	DAY	
Commercial general liability									
<input type="checkbox"/> umbrella									
<input type="checkbox"/> excess									
<input type="checkbox"/> other:									
Motor vehicle liability									

**Motor Vehicle Liability – must cover all vehicles owned or operated by or on behalf of the insured.**

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenants Legal Liability  No **OR**  Yes... (limit) Liquor Liability  No **OR**  Yes

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury) \$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Electricity Distribution Ltd., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSURED (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston  
 Attn: Marjorie Robinson, 216 Ontario Street, Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date	YR.	MO.	DAY	Name of Insurance Company or Broker (completing form)		
Street Name (Insurer or Insurance Broker)				City	Postal Code	
Name of Authorized Representative or Official ( <b>please print</b> )				Telephone Number ( )- -	Fax Number ( )- -	

Signature of Authorized Representative or Official

---

## EXHIBIT '1'

### Fact Sheet – Flora MacDonald Confederation Basin

- § Located in the heart of historic downtown Kingston
- § Just steps away from boating supplies, shopping, dining, hotels and the Farmers Market
- § Music in the park
- § Host site for various community special events and regattas
- § Clean marine program
- § Rented 2,864 sq. ft facility with laundromat, washrooms and showers
- § Ice, pop machines, wireless internet, electrical/water, and telephones on site
- § No on site parking, downtown parking available in Kingston Municipal Parking Lots – extra charge
- § Pleasure Craft Operators card certification
- § Staffed 24 hours per day
- § Dock hands and administrative marina staff
- § Feature approximately 375 finger docks that can accommodate both power and sail vessels to a maximum length of 130ft
- § Officially opened to the traveling boater in 1965
- § Approximately 160 seasonal moorings
- § Roughly 215 transient slips
- § 15amp, 30amp and 50amp services available, continually upgrading to meet boating standards
- § Approximately 4,297 transient visits in 2007
- § Transient boaters length of stay averages between 1.6 and 1.8 nights in 2007

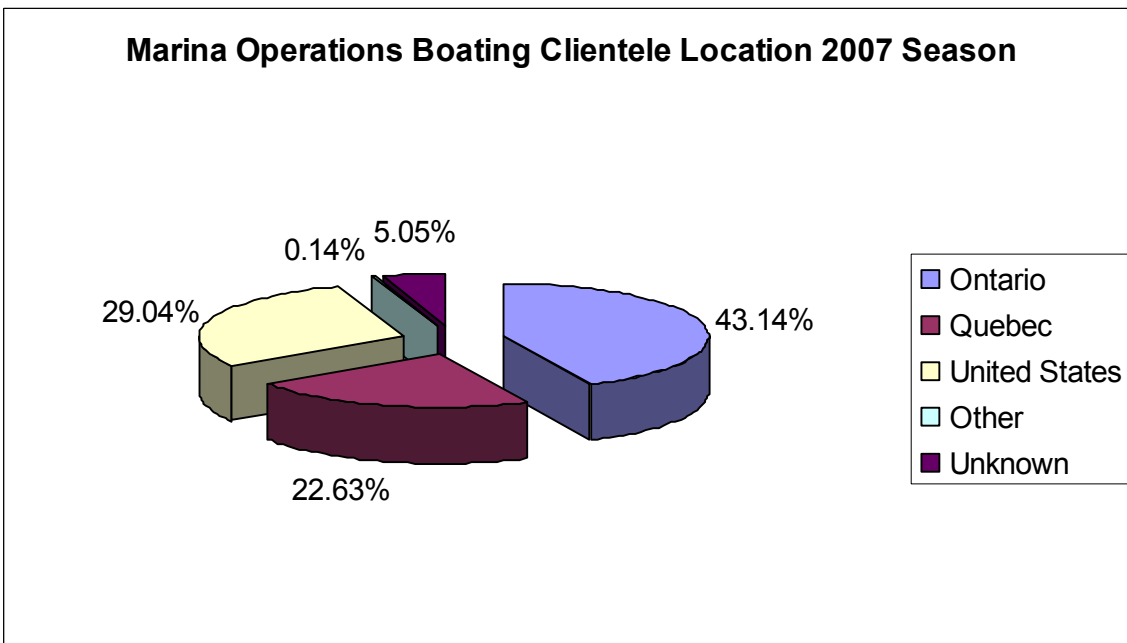
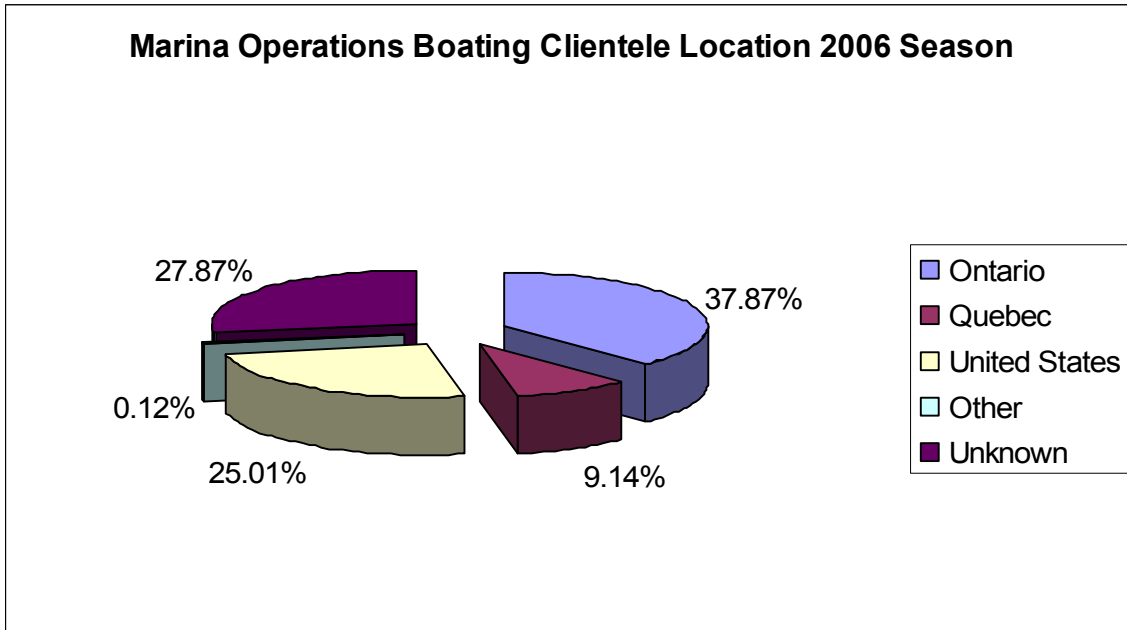
## EXHIBIT '2'

### Fact Sheet – Portsmouth Olympic Harbour

- § Just minutes from the downtown in historic Portsmouth Village
- § Beautiful park setting is part of Kingston's Waterfront walkway (POH site - 13 acres)
- § Children's play structure
- § Bus services available to downtown Kingston and nearby shopping centers
- § Built for the 1976 Sailing Olympics
- § Host site of numerous community special events and regattas
- § Host site of the annual Canadian Olympic Training Regatta in Kingston (2,500 to 3,000 competitors)
- § Snack bar, ice, pop machines, electrical/water, wireless internet, telephones, gas, diesel, pump out, washrooms and showers on site
- § Approximately 300 parking spaces available on site (additional charge/night)
- § Boat storage, dry sail berthing for winter storage available
- § Launching and haul out services
- § Pleasure Craft Operators card certification
- § Clean marine program
- § Kingston Fire and Rescue boats as well as Coast Guard office and boats on site
- § Feature approximately 250 finger docks that can accommodate both power and sail vessels to a maximum length of 100 feet
- § Approximately 230 seasonal berths
- § Roughly 20 transient slips
- § Staffed 24 hours per day
- § Dock hands and administrative marina staff
- § 15amp, 30amp and 50amp services available, continually upgrading to meet boating standards
- § Approximately 100 transient visits in 2007
- § Transient boaters length of stay averages between 1.6 and 1.8 nights in 2007

**EXHIBIT '3'**

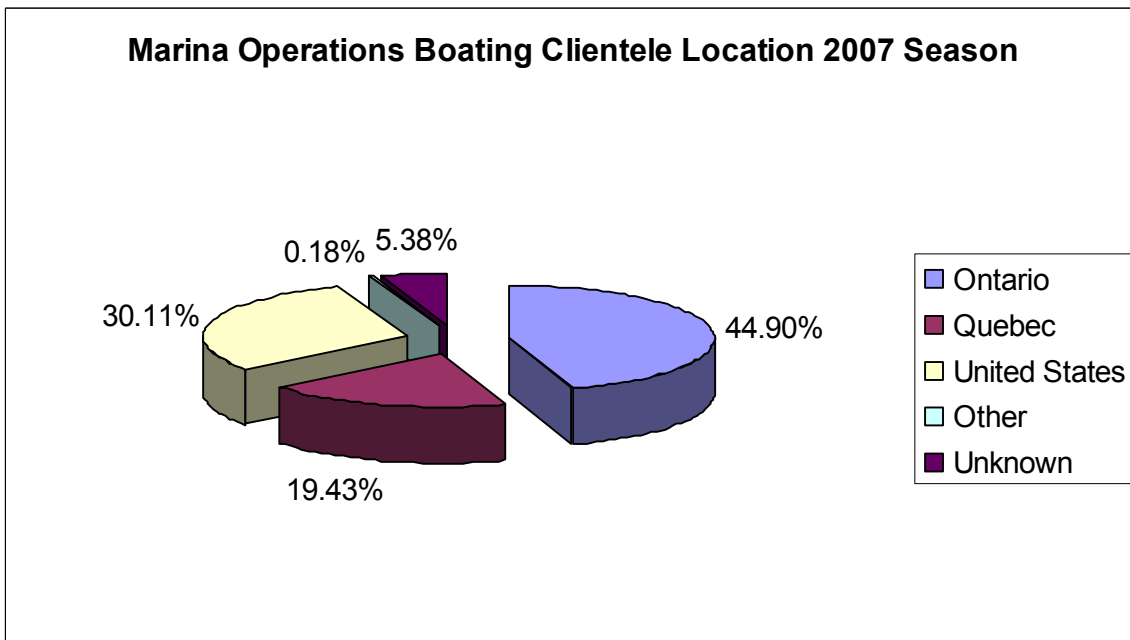
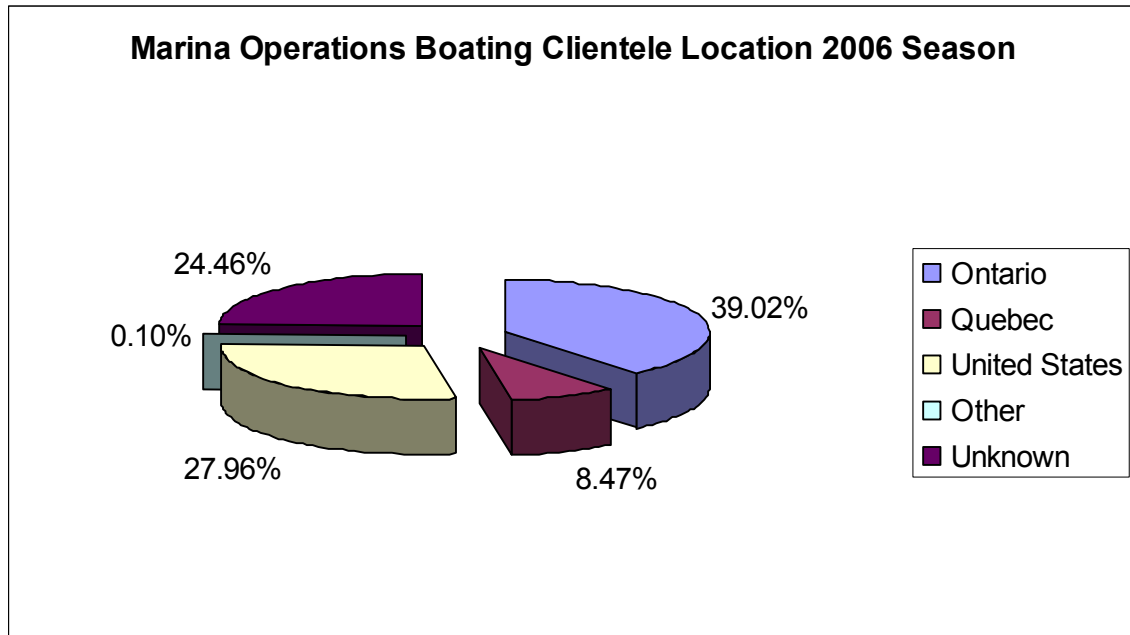
**Transient Origination  
Analysis Based on Number of Visits - 2006 and 2007 Seasons**  
(Consolidated – Includes both Flora MacDonald Confederation Basin and Portsmouth Olympic harbour)



**Total Number of Visits (2006 and 2007 seasons)**

	Ontario	Quebec	United States	Other	Unknown	Total
2006	1579	381	1043	5	1162	4170
2007	1897	995	1277	6	222	4397

**Transient Origination**  
**Analysis Based on Number of Nights Stayed - 2006 and 2007 Seasons**  
 (Consolidated – Includes both Flora MacDonald Confederation Basin and Portsmouth Olympic harbour)



**Total Number of Nights Stayed (2006 and 2007 seasons)**

	Ontario	Quebec	United States	Other	Unknown	Total
2006	2382	517	1707	6	1493	6105
2007	3029	1311	2031	12	363	6746

**EXHIBIT '4'**

**2007 and 2008 Marina Rates**



**CITY OF KINGSTON  
CORPORATE SERVICES**

**2007-2008 MARINA RATES**

(2007 rates add 6% gst to all fees & add gst + pst to parking fee)

(2008 rates add 5% gst to all fees & add gst + pst to parking fee)

	<b>2007</b>		<b>2008</b>
<b>CONFEDERATION BASIN</b>			
<b>Fingerdock</b>		<b>3% Increase</b>	<b>Total</b>
Seasonal Mooring (per foot)	51.10	1.53	52.63
Add power: 15 amp (per season)	166.80	5.00	171.80
Add power: 30 amp (per season)	278.00	8.34	286.34
Add power: 50 amp (per season)	389.50	11.69	401.19
Personal Watercraft (PWC) sea-doo/jet ski (per person)	457.70	13.73	471.43
<b>Day Docks</b>			
Unserviced wall or dock (per foot)	1.20	0.04	1.24
<b>July &amp; August 8am to 10pm (per hour)</b>			
First two hours (Minimum \$3.00 charge)	1.50	0.04	1.54
Additional hours (Maximum \$8.00 total charge)	1.00	0.03	1.03
<b>Monthly Rate</b>			
May	13.30	0.40	13.70
June	13.30	0.40	13.70
July	26.90	0.81	27.71
August	26.90	0.81	27.71
September	13.30	0.40	13.70
October	13.30	0.40	13.70
Add power-15 amp (per month)	27.80	0.83	28.63
Add power-30 amp (per month)	46.30	1.39	47.69
Add power-50 amp (per month)	64.90	1.95	66.85
Transient (per foot/day)	1.40	0.04	1.44
Add power-15 amp (per day)	2.10	0.06	2.16
Add power-30 amp (per day)	5.70	0.17	5.87

Add power-50 amp (per day)	7.80	0.23	8.03
Workplace Passport (all trades)	280.00	8.40	288.40
Commercial Crafts: 20% surcharge applies	20%		20%

**PORTSMOUTH OLYMPIC HARBOUR**

**Fingerdock**

Seasonal Mooring (per foot)	48.00	1.44	49.44
Add power: 15 amp (per season)	166.80	5.00	171.80
Add power: 30 amp (per season)	278.00	8.34	286.34
Add power: 50 amp (per season)	389.50	11.69	401.19
Personal Watercraft (PWC) sea-doo/jet ski (per person)	457.70	13.73	471.43
Pump Out/Seasonal Pass	121.00	3.63	124.63
Pump Out/per service	15.70	0.47	16.17

**Monthly Rate**

May	11.40	0.34	11.74
June	11.40	0.34	11.74
July	22.30	0.67	22.97
August	22.30	0.67	22.97
September	11.40	0.34	11.74
October	11.40	0.34	11.74
Add power-15 amp (per month)	27.80	0.83	28.63
Add power-30 amp (per month)	46.30	1.39	47.69
Add power-50 amp (per month)	64.90	1.95	66.85
Transient (per foot/day)/POH	1.40	0.04	1.44
Add power: 15 amp (per day)	2.10	0.06	2.16
Add power: 30 amp (per day)	5.70	0.17	5.87
Add power: 50 amp (per day)	7.80	0.23	8.03
Workplace Passport (all trades)	280.00	8.40	288.40
Commercial Crafts: 20% surcharge applies	20%		20%
Winter Storage (per foot)	19.00	0.57	19.57
Pressure Washing (underside of boat)	2.05	0.06	2.11
Cradle Storage (per season)	83.60	2.51	86.11
Haul Out-30' and under (per foot)	7.60	0.23	7.83
Haul Out-31' and over (per foot)	8.60	0.26	8.86
Launching-30' and under (per foot)	7.60	0.23	7.83
Launching-31' and over (per foot)	8.60	0.26	8.86
Stepping or Unstepping of mast with mobile crane	109.30	3.28	112.58
Stands	25.40	0.76	26.16

**Ramp Launch**

One time	11.40	0.34	11.74
----------	-------	------	-------



Four times	33.50	1.01	34.51
Eight times	55.60	1.67	57.27
Ten times	77.90	2.34	80.24
Parking (per day) car and trailer (GST + PST)	5.80	0.17	5.97
Dry Storage (per season)			
Monohull on cradle/dolly	333.60	10.01	343.61
Monohull on trailer	444.80	13.34	458.14
Catamaran	389.50	11.69	401.19
<b>Site Crane</b>			
Manual chain	27.80	0.83	28.63
Electric lift with authorization only	55.60	1.67	57.27
<b>Regatta Clinic</b>			
Dry Sail (per night)	2.20	0.07	2.27
Wet Berth (per night)	5.70	0.17	5.87

## EXHIBIT '5'

### Generated Revenue and Expenditures – Marina Operations 2007 Budget

(Consolidated – Includes both Flora MacDonald Confederation Basin and Portsmouth Olympic Harbour)

<b>Revenues</b>	
Vending Machines	(4,100)
Ice Sales	(20,000)
Seasonal Moorings	(510,000)
Transient Moorings(short-term)	(310,000)
Launch & Haul-Outs	(31,000)
Winter Storage	(47,940)
Sale of Gasoline	(140,000)
Sale of Diesel	(60,000)
Pump Outs	(6,700)
Parking Lot Revenue	(1,100)
Launch Ramp	(1,000)
Program Fees	(18,000)
Miscellaneous Revenue	(3,000)
	<b>(1,152,840)</b>
<b>Expenditures</b>	
Salaries and Wages	221,979
Part-Time Wages	144,390
Overtime	6,500
Shift Premiums and Standby	1,500
Payroll Benefits	46,229.
Distributed Benefits	36,969
Purchases for Resale	12,000
Purchase for Resale - Gas/Diesel	170,000
Other Supplies	7,000
Materials - Raw	10,000
Office Supplies	2,000
Supplies	3,500
Uniforms & Clothing	4,500
Fees, Subscription, Membership	1,500
Advertising	8,000
Cellular Phones	300
Mileage	2,000
Maintenance of Fixed Assets	40,000
Utilities	30,000
Services and Rents	216,320
Equipment Rentals	13,000
Contracted Services	65,000
Other Equipment	2,000
Computer Equipment	3,000
Interest and Service Charge	17,500
Bad Debt Expense	2,500
Collection Agency Fees	500
Transfer to Marina Reserve Fund	84,652
	<b>1,152,840</b>

**EXHIBIT '6'**

**The City of Kingston's Marina Operations Dock Replacement Program**

**Flora MacDonald Confederation Basin**

<b>Dock Section</b>	<b>Dock Installation</b>	<b>Dock Life Expectancy as of 2008</b>	<b>Dock Replacement/Upgrade</b>	<b>Dock Replacement Required</b>
Main Dock	1967	1-3 YRS	Re-decked, new flotation installed 1996	1-3 YRS
A Dock	1998	12-15 YRS	Re-decking and power/water upgrade in 2008	Immediately
B Dock	1978	12-15 YRS	80-100 ft. in 2008	Immediately – Remainder to be done in 2009
C Dock	1978	12-15 YRS	Flotation installed 1980's	Deck needs to be done in 2008-09 Floaters replaced in 3-5 YRS
D Dock	1978	12-15 YRS	Flotation installed 1980's Deck on boardwalk replaced in 2006	Floating docks 3-5 YRS
E and F Dock	1988	12-15 YRS	New deck, water and power services installed 2007	Flotation replaced 12-15 YRS
G, H, J and K and docks and H, I and K walls	1988	12-15 YRS	New deck on K dock in 2005	Flotation replaced 12-15 YRS Docks re-decked in 1-4 YRS
L and M Docks	1988	12-15 YRS	---	Flotation replaced 12-15 YRS Docks re-decked in 1-4 YRS Plans to upgrade power/water and move to Block D Development

**Portsmouth Olympic Harbour**

*General Assessment* – Marina built with series of concrete piers consisting of three concrete piers (varying in length 300ft. - 350ft.) with supporting finger docks along with three additional piers (varying in length 120ft. – 235ft.) accommodating vessels alongside. Ideally these piers should be replaced and a floating dock network installed. Power upgrades are required throughout the entire harbour.

<b>Dock Section</b>	<b>Dock Installation</b>	<b>Dock Life Expectancy as of 2008</b>	<b>Dock Replacement/Upgrade</b>	<b>Dock Replacement Required</b>
A and B Docks and North Side of C Dock	1976	12-15 YRS	52 aluminum finger docks rebuilt between 2002-06	Re-decking in 10 YRS
Pier A	1976	12-15 YRS	Faced in 2005 (185ft outside-south side)	---
Pier C	1976	12-15 YRS	South side faced in 2005	---
Piers D and E	1976	12-15 YRS	Faced in 2007	---
Dock F	1976	12-15 YRS	Floating section new 2004	---
Dock G	1976	12-15 YRS	Floating section new 2003	---
I, J, K, L, M and N Floating Sections	1978	12-15 YRS	---	All sections replaced over 1-5 YRS
Break Wall	1976	12-15 YRS	Docks rebuilt and put in service between 1999-06	Limited re-planking done on yearly basis Flotation replaced 20-25 YRS
Break Wall Extension	2007	12-15 YRS	---	---

## EXHIBIT '7'

### 2007 Marina Assisted Community Events

June 2<sup>nd</sup> – Kingston Kids Perch Derby

- Sponsored by Kingston Rod and Gun Club
- Marina staff will supply safety personnel, set up the facility and remove seasonal boating clientele from shore wall

June 27<sup>th</sup> – Snow Birds

- Staff co-ordinates on water safety with Coastguard, OPP and R.C.M.P. Marina and airport staff organize the required coordinates needed to design show box over the water
- Marina staff works with CORK volunteers to set up the course

July 1<sup>st</sup> – Canada Day celebrations at Confederation Basin

- Staff will organize a Canada salute with the clientele of Confederation Basin

July 12<sup>th</sup> to July 21<sup>st</sup> – 2007 Volvo Youth Sailing – ISAF World Championship

- This regatta is the largest international regatta to be held at Portsmouth Olympic Harbour since the 1976 Olympics. The event features the world's best junior sailors competing to be crowned the best in this category. These Olympic stars of tomorrow will represent their country against up to 55 other countries, from all over the world. Over 800 athletes and coaches will test their skills on Kingston Harbour during the month of July

July 28<sup>th</sup> and 29<sup>th</sup> – Ontario Marina Operators Association Discover Boating Program

- The City of Kingston and the Ontario Marina Operators Association will offer an opportunity for everybody to go boating on Kingston Harbour, for two days in July. Our 2003 Discover Boating event provided 1000 participants an opportunity to boat on Kingston Harbour at no cost

August 5<sup>th</sup> – K-Town Triathlon

- The marina staff installs a ramp and portable dock at Confederation Basin to accommodate water entry and exit to the swimming portion of the event

August 9<sup>th</sup> to August 12<sup>th</sup> – CORK PHF and One Design Keel boat

- Marina staff sets up temporary mooring slips for off shore boats
- Martin 16 handicap launch area set up

August 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> – 1000 Island Poker Run

- City staff launches boats and stores trucks and trailers under city supervision at Portsmouth Olympic Harbour
- Contestants are assigned berths at Confederation Basin marina
- Marina staff sets up marks for Poker Run
- Marina staff removes waste from Confederation Basin

August 13<sup>th</sup> to August 15<sup>th</sup> – CORK Optimist

- This three day regatta is for ages 14 and under
- Over 100 boats participating

August 16<sup>th</sup> to August 17<sup>th</sup> – CORK Youth Fest

- Event is aimed at sailors under 18 years of age
- This regatta has not only racing opportunities but also seminars and coaching clinics attached which will assist the sailor to develop their skills

August 18<sup>th</sup> to August 22<sup>nd</sup> – CORK Series I

August 23<sup>rd</sup> to August 26<sup>th</sup> – CORK Series II

September 28<sup>th</sup> to September 30<sup>th</sup> – Kingston Fall Regatta

- This regatta has a large number of sailors competing and it concludes our summer competitive sailing events

**EXHIBIT '8**  
**Project Stakeholders**

Stakeholders may include, but are not limited to:

<b>Other Marina Operators</b>	<b>Contact Information</b>
<i>Kingston Yacht Club</i>	Phone: 613-548-3052 Fax: 613-548-8876 Email: <a href="mailto:office@kingstonyachtclub.com">office@kingstonyachtclub.com</a>
<i>Kingston Marina</i>	Phone: 613-549-7747 Fax: 613-542-6515 Email: <a href="mailto:kmarina@metalcraftmarine.com">kmarina@metalcraftmarine.com</a>
<i>Collins Bay Marina</i>	Phone: 613-389-4455
<i>Rideau Marina</i>	Phone: 613-546-6234 Fax: 613-546-9115
<i>Treasure Island Marina</i>	Phone: 613-548-1239 Email: <a href="mailto:info@treasureislandmarina.com">info@treasureislandmarina.com</a>
<b>Seasonal and Transient Boating Clientele</b>	Harbour Management System Database
<b>CORK / Sail Kingston Inc.</b>	Phone: 613-545-1322 Fax: 613-548-3752 Email: <a href="mailto:sail@cork.org">sail@cork.org</a>
<b>Canadian Yachting Association</b>	Phone: 613-545-3044 Fax: 613-545-3045 Email: <a href="mailto:sailcanada@sailing.ca">sailcanada@sailing.ca</a>
<b>St. Lawrence II - Brigantine</b>	Phone: 613-544-5175 Fax: 613-544-9828 Email: <a href="mailto:briginc@kos.net">briginc@kos.net</a>
<b>KEDCO (Tourism)</b>	Phone: 613-544-2725 Fax: 613-546-2882 Email: <a href="mailto:business@kingstoncanada.com">business@kingstoncanada.com</a>
<b>Downtown Business Improvement Association</b>	Phone: 613-542-8677 Fax: 613-542-0274 Email: <a href="mailto:downtown@kingston.org">downtown@kingston.org</a>
<b>Poker Runs America</b>	Phone: 1-800-354-9145 Fax: 1-905-844-5032 Email: <a href="mailto:info@pokerrunsamerica.com">info@pokerrunsamerica.com</a>
<b>Kingston and District Rod &amp; Gun Club</b>	Email: <a href="mailto:mailto:ve3udo@sympatico.ca">mailto:ve3udo@sympatico.ca</a>
<b>Ontario Marina Operators Association</b>	Phone: 1-705-549-1667 Fax: 1-705-549-1670 Email: <a href="mailto:omoa@marinasontario.com">omoa@marinasontario.com</a>
<b>Queens University</b>	Phone: 613-533-6000
<b>St. Lawrence College</b>	Phone: 613-544-5400
<b>Portsmouth Villagers Association</b>	Phone: 613-549-8507 Email: <a href="mailto:cannonj@post.queensu.ca">cannonj@post.queensu.ca</a>
<b>Fisheries &amp; Oceans Government of Canada</b>	Phone: 1-905-639-6682 Email: <a href="mailto:macdiarmidm@dfo-mpo.cg.ca">macdiarmidm@dfo-mpo.cg.ca</a>