



Tender for the Operation of Retail Space at the South Baymouth Marina

Scope – General:

Request for Tenders

The Township of Tehkummah is inviting tenders for the rental and operation of the retail space at the South Baymouth Marina between May 1st and October 31st, 2024. Fee is \$4200 for the season.

1. Tender Requirements

All tenders shall be submitted in a sealed envelope and clearly marked **“Marina Rental Space Tender”** and **shall contain the company’s identity on the envelope**. Tenders must be delivered to:

Township of Tehkummah
456 Hwy 524A, PO Box 24
Tehkummah, ON P0P 2C0
Attention: Clerk/Administrator

Please note that tenders not submitted in the requested envelope format will be rejected and not opened. It is the responsibility of the bidder to ensure they have complied with this.

2. Tender Opening and Closing

Tenders must be received on or before 3:00 pm on Friday, April 19, 2024. The tenders will be opened at 3:15 pm on Friday, April 19, 2024.

3. Blank Authorization and Execution Form:

One (1) blank Authorization and Execution form is provided, and all information requested shall be shown in the spaces provided. This form must be returned with your tender.

Please note: Only Page 3 should be submitted with your tender.

4. Right to Accept or Reject Tenders:

The Township reserves the right to accept or reject any or all tenders, or to delete parts of items or entire items, if it is deemed to be in the best interest of the Municipality.

“The highest or any tender shall not necessarily be accepted, and is subject to a Reserved Bid by the Township.”

5. Use of Space

Bidders must state the proposed use of the space, the number of people regularly working in the space and the equipment to be brought in for use by the bidder.

6. Ability and Experience of Tenderer:

The Municipality also reserves the right to reject the tender if the bidder does not furnish satisfactory evidence of experience or ability.

7. Special Provisions:

- Please provide a list of references with your submission.
- Deposit of tender price will be required on acceptance.
- All lease payments will be subject to H.S.T.

The Municipality will require the successful Operator to enter into an Agreement with the Municipality for a one (1) year term. An option for a one (1) year extension may be negotiated prior to the expiry of the current term. A copy of the draft Agreement is attached.

8. Health & Safety:

The successful tenderer must comply with **all** requirements set out in the **Occupational Health & Safety Act, and all other regulations that apply to the job at hand including those requirements of the Health Unit.**

9. Workplace Safety Insurance Board:

The successful tenderer shall provide proof of coverage under the Workplace Safety and Insurance Board and shall maintain this coverage throughout the length of the contract.

10. Insurance Requirements:

Proof of liability insurance, including food liability to insure against loss or damage resulting from bodily injury, death or damage to property, with a minimum coverage of two million dollars (\$2,000,000), with the Township of Tehkummah added as an additional insured party, will be required on acceptance of the tender and shall be maintained throughout the length of the contract.

For inquiries or questions, please contact:
Barbara Grigg, Deputy Clerk/Administrator
Telephone: (705) 859-3293
Email: clerk.administrator@tehkummah.ca

PLEASE NOTE: Only submit this page

**Township of Tehkummah
Marina Retail Space Tender – 2024**

Authorization and Execution

I, _____, am an authorized officer of _____
(Print Name) (Company Name)

with authority to bind this company within the terms and conditions of this Tender.

(Signature)

(Title)

Current HST Registration Number: _____

Company Address: _____

Company Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Intended Use of the Space

people working in space _____

Equipment to be brought in for use by bidder _____

TOTAL PRICE: _____

Note: Plus HST on all lease payments.

THIS AGREEMENT made this _____ day of _____, 2024.

**BETWEEN: THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
(hereinafter called the "Municipality")**

**AND:
(hereinafter called the "Lessee")**

WHEREAS the Municipality is the official body, and is responsible for administering the operation of the South Baymouth Marina;

AND WHEREAS the Lessee is desirous of operating a seasonal operation at the South Baymouth Marina;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein set forth, the parties agree, each with the other, as follows:

1. The Municipality agrees to allow the Lessee full and normal use of the aforementioned rental for rental period from May 1, 2020 to October 31, 2024, with an option for an additional season commencing May 1, 2025, at the sole discretion of the Municipality. The successful Lessee will have first refusal of subsequent years rental with a new agreement to be agreed upon by both parties.
2. The Municipality agrees to provide the Lessee with:
 - a) Heat, light and power. *Extra Hydro and water costs may be added based on nature of business.*
 - b) Garbage pickup from Municipal containers.
 - c) Limited access to the building.
- 3.. The Lessee agrees to:
 - a) Operate the concession in such a manner that is deemed appropriate by the Township.
 - b) Supply proof of liability insurance coverage, including food liability, if required, to a minimum of \$2,000,000.00, with the Township of Tehkummah named as an additional insured party.
 - c) Provide proof of coverage under the Workplace Safety and Insurance Board and shall maintain this coverage throughout the length of the contract.
 - d) All work will be performed in accordance with all applicable Federal, Provincial and Municipal Laws, Codes, Standards, Regulations and Policies.
 - e) Be responsible for maintaining the space in a clean, safe and workable condition.
 - f) Not sublet the facilities without the written consent of the Municipality.
 - g) Not renovate the space without written consent of the Municipality.
 - h) Be responsible for removal of garbage and recyclables to the Tehkummah Landfill.
4. The Lessee agrees to pay the Municipality in advance by credit card or with a cheque dated prior to occupancy for the season.

Dated this _____ day of _____, 2024, at Tehkummah, Ontario.

Lessee

Township of Tehkummah