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City of Temiskaming Shores

Request for Proposal
CS-RFP-002-2020

NEW LISKEARD MARINA

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0



Objective

The overall objective of the Request for Proposal is to secure a Lessee for the operation and management of the New Liskeard Marina located at 199 Riverside Drive.

It is the intent of the City of Temiskaming Shores to enter into a five (5) year agreement with a Lessee for the rental of the property. The City's required use for the space is a recreational marina and complementary business, with office space, boat storage, fuel equipment, pump-out equipment, launch ramp, floating docks, washrooms, showers and parking.

The Marina and its surrounding area is public facility. Access to the Marina must be kept available to the general public in accordance with an agreement with the City of Temiskaming Shores.

The City is offering a financial incentive to the successful proponent for the operation of the marina facilities based on their proposal.

Marina Operations:

The Proponent will be expected, at its sole cost and expense to operate the marina and related facilities in good and safe condition and in accordance with industry standards.

Economic Objectives:

- Improve the revenue producing capacity of the Marina;
- Improve the outdoor use and enhance its destination market appeal to locals and tourists; and
- Ensure any proposed accessory or complementary uses further enhances the destination market appeal of the boaters, users and community.

Public Use:

- Encourage pedestrian traffic and public use of space

Use Restrictions:

- Private use will not be permitted;
- Sub-leasing of any sort must be approved by the City; and
- Use of land for storage purposes.



Background

The City of Temiskaming Shores owns property on the New Liskeard waterfront. The City leases the building and property for the purposes of managing and operating a marina facility and complementary business.

Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

Submissions

To receive consideration, proposal must be submitted on the forms supplied, written in ink, and delivered to the City of Temiskaming Shores no later than **2:00 pm local time on Thursday, October 22nd 2020** and addressed as follows:

City of Temiskaming Shores

P.O Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Attention: Logan Belanger, Municipal Clerk “CS-RFP-002-2020 NEW LISKEARD MARINA”

- Late Proposals will not be accepted;
- Proposals by fax or email will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals, to waive informalities, irregularities or other deficiencies in any Proposal and to accept a Proposal which does not conform strictly to the requirements of the Proposal documents;
- The City reserves the right to accept any Proposal it considers advantageous;
- The City recognizes that “**best value**” is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price. The lowest priced proposal will not necessarily be accepted and the City’s decision shall be final.
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposal that are acceptable to both parties will be binding.



- The City reserves the right, at its sole discretion, to disqualify any Proponent for past work history or reputation.
- The Proposals shall be valid for 30 (thirty) days from submission date.

Questions

Any questions with respect to the Request for Proposal are to be directed to:

Shelly Zubyck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Fax: (705) 672-3200

szubyck@temiskamingshores.ca



Period of Contract

The period of lease/contract will be for a minimum of five (5) years from on or before January 1st, 2021 to December 31st, 2025.

Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

Form of Proposal

The Proposal shall include:

- All pages of this Request for Proposals, without alteration;
- All addenda that have been issued;
- All Proposal Requirements of this Request for Proposals.

The Proposal shall be typed or written in ink. It shall contain original signatures where required. The Proposal shall be made upon the Form of Proposal provided. The prices quoted shall be valid for a period of sixty (60) days from the closing time. Faxed or emailed Proposals will not be accepted.

Proponent Responsibilities

- Operate a public recreational marina – provide for seasonal and transient dockage, in/out boat launching, supply fuel and pump-out services.
- Provide on-site supervision during daylight hours. No less than the following (May to September):
 - Monday to Thursday – 8am to 4pm
 - Friday – 8am to 6pm
 - Saturday – 8am to 5pm
 - Sunday 8am to 4pm



PROPOSED NORMAL HOURS OF OPERATION

DAYS	PROPOSED TIMES
Monday to Thursday	
Friday	
Saturday	
Sunday	
Stat Holidays	

- The Proponent may set fuel, and pump-out rates. Revenues to be retained by the Proponent. No fee to be charged for launching.
- The Proponent must keep the area neat, tidy, and free of debris and litter, and perform all custodial duties associated with the docks and washroom facilities.
- Maintain consistent hours of operations to ensure a high level of service to boaters and users of the facility.
- The Proponent must complete daily dips of the fuel tanks in order to keep proper fuel accounting records up to date as per TSSA Standards.
- The Proponent is responsible for the cost to fill the fuel tanks at the end of the beginning of the season and throughout if more fuel is required.
- All utility bills associated with the building and washroom facilities are the responsibility of the Proponent. This includes hydro, wireless internet, and landline telephone, etc.
- The Proponent is responsible to acquire Liability Insurance in the amount of \$5,000,000 for the marina operation and have the City named as an additional insured on the policy.
- The Proponent is responsible to maintain up to date accounting records of expenses paid and daily revenue for fuel and pump-outs, and must make these records available to the City upon request.



- The Proponent is responsible for all garbage associated with the facility, and boaters.
- The Proponent is responsible for winter snow removal.
- The Proponent is responsible for all “workplace safety” related the operation of the facility.
- Provide public access to the Marina to the general public as per agreement with the City.

City Responsibilities:

- The City is responsible for landscaping and grass cutting including the break wall and up to the boardwalk at the Marina facility.
- All work associated with maintaining floating docks and finger docks. Requests for major repairs at the Marina may be submitted to the Director of Recreation for review.
- The City will maintain the fuel tanks and dispensing system to TSSA standards.
- The City will be responsible for all hydro costs associated with metered boat slips.
- The City is responsible for the administration of boat slips and collecting associated fees.

Note: All Marina responsibilities are open to negotiation between the Proponent and the City. The above list of responsibilities may be altered prior to signing the lease.

Nature of Request for Proposal

This RFP does not constitute an offer of any nature of kind whatsoever by the City to the respondent.

Preparation of Proposals

All costs and expenses incurred by the respondent relating to the preparation of its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs



and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

Amendments

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents. The City reserves the right to vary the scope of work prior to the award of the contract. The City reserves the right to withdraw this Request for Proposal without notice.



**City of Temiskaming Shores
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Proponents submission of proposal to The Corporation of the City of Temiskaming Shores

Registered Company Name/Individuals Name:

Registered Address and Postal Code:

Phone Number (____) - _____

We/I hereby offer to enter into an agreement to lease space at the New Liskeard Marina at a proposed payment for operations and lease rate of:

Description	Price	HST	Total
Payment by City to Proponent for Marina Operations based on the above listed responsibilities			
Proposed lease rate to be paid to the City by the Proponent for sole use of Building			



Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well in person interviews and presentations.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Ability to Meet Specifications			
Proposed use of space – complementary to marina use, scope, benefits to the public, marketing plans.	20	10	_____ (200)
Proposed hours of operation	10	10	_____ (100)
Relevant or related experience – qualifications, experience, other pertinent information.	10	10	_____ (100)
40%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and greatest revenue is scored 10 points, next 9 points, etc. Prices within a small differential will be scored as equal.	60	10	_____ (600)
60%			



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NON COLLUSION AFFIDAVIT

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed _____



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Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at _____ this _____ day of _____, 2020