



## **THE MUNICIPALITY OF CENTRAL MANITOULIN**

### **EXPRESSION OF INTEREST EOI 03-2024**

#### **FOR: Canteen Vendor/Tenant at the Lake Mindemoya Government Dock Pavilion**

Sealed BIDS clearly marked as to contents will be received until:

**DEADLINE: Thursday April 18, 2024 AT 2:00 PM EDT**

DENISE DEFORGE, CAO / CLERK  
THE MUNICIPALITY OF CENTRAL MANITOULIN  
6020 HWY 542, P.O. BOX 420  
MINDEMOYA, ON P0P 1S0

LATE SUBMISSIONS WILL NOT BE ACCEPTED  
ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.  
[DDEFORGE@CENTRALMANITOULIN.CA](mailto:DDEFORGE@CENTRALMANITOULIN.CA)

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## PART I – GENERAL SPECIFICATIONS – EOI

### 1.0 GENERAL SCOPE OF EOI

The Municipality of Central Manitoulin is seeking expressions of interest from organizations or businesses interested in leasing the canteen space located inside the Lake Mindemoya Pavilion at 11 Will-o-Wisp, Mindemoya, ON. Individuals who do not currently meet all the criteria but who are willing to conform prior to lease signing may submit proposals for consideration.

### 2.0 INQUIRIES

To schedule a walkthrough of the facility, or for questions related to this EOI Contact

Denise Deforge

CAO/Clerk

[ddeforge@centralmanitoulin.ca](mailto:ddeforge@centralmanitoulin.ca) | 1-705-377-5726

### 3.0 SCHEDULE OF EVENTS

**EOI Issue Date** ----- March 28, 2024.

**Walk through of facility**-----April 2<sup>nd</sup> to 5<sup>th</sup>, 8<sup>th</sup> to 12<sup>th</sup> and 15<sup>th</sup> to 17<sup>th</sup>, 2024 by appointment.

**DEADLINE to submit EOI** -----Thursday, April 18<sup>th</sup>, 2024, 2:00 p.m.

### 4.0 DELIVERY OF PROPOSALS

Proposals will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until **2:00pm, local time on Thursday April 18th, 2024**. The submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726.

Proposals shall be emailed to [ddeforge@centralmanitoulin.ca](mailto:ddeforge@centralmanitoulin.ca)

### 5.0 ANTICIPATED OCCUPANCY

The review of submitted expressions of interest will take place in the week of April 15<sup>th</sup>, 2024. Should a potential tenant be identified, lease negotiations will take place in April, and occupancy may begin as early as May 2024, pending final lease signing. Proponents should note their desired occupancy date in the submission.

### 6.0 ERRORS, OMISSIONS AND DISCREPANCIES

The information in this EOI is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty or guarantee as to the accuracy of the information contained herein. It is the proponent's responsibility to avail itself of all necessary information to prepare a response to this call for expressions of interest (EOI).

## 7.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

The submission of a proposal indicates acceptance by the respondent of all the conditions contained in this Request for Proposals unless clearly and specifically noted in the tender submitted and confirmed in the formal contract between the Municipality of Central Manitoulin and the Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal contract being negotiated, prepared and executed. The Municipality of Central Manitoulin reserves the right to negotiate the terms and conditions of the contract.

All correspondence, documentation and information provided to staff of the Municipality of Central Manitoulin by any proponent in connection with, or arising out of this EOI, will become the property of the Municipality of Central Manitoulin and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their Proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this EOI.

## 8.0 CONFLICT OF INTEREST, BRIBERY OR FRAUD

Proponents participating in this EOI process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the Municipality of Central Manitoulin may at its discretion withhold the award of a lease from the Proponent until the matter is resolved.

Neither, the Proponent, relative, close friend or any employee of the Proponent should offer or receive any entertainment, gifts, gratuities, discounts, commissions, fees or special services (gifts/donations), regardless of value, to or from any employee of the Municipality of Central Manitoulin, or to any consultant or contractor employed by the Municipality of Central Manitoulin, or to any real estate representative acting on behalf of the Municipality of Central Manitoulin, or to any Councillor. All Proponents shall report to the Municipality of Central Manitoulin any such attempts.

## 9.0 WORKING LANGUAGE

The working language of the Municipality of Central Manitoulin is English and all responses to this call for expressions of interest must be English.

## 10.0 RIGHT TO ACCEPT OR REJECT EOI

This is a call for Expressions of Interest and is not a binding document. The Municipality reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the best interest of the Corporation to do so.

**11.0 REGULATION COMPLIANCE AND LEGISLATION**

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- Health Promotion and Protection Act and Public Health Requirements for Food premises

Any Contract resulting from this EOI will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

**12.0 INSURANCE**

The successful Proponent will be required to obtain insurance as outlined in the lease agreement. Prior to execution of the lease agreement, the tenant shall provide, maintain and pay for the insurance coverage as detailed in the lease agreement Municipality as additional insured. The details of insurance requirements will be finalized based on the details provided by the proponent in their proposal. Insurance requirements in the lease will include at minimum, but need not be limited to, the following:

- Proof of valid WSIB coverage (if the proponent intends to have employees).
- Proof of property insurance for any equipment or property being used on the premises to provide the services outlined in the proposal.
- Tenants legal liability and automobile liability for any vehicles to be used to provide the service, with the Municipality listed as additional insured.

**Sample Wording**

**All-Risks Property Insurance**

*All-risks, also known as all-perils (including sewer back-up, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of Every Description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.*

**Commercial General Liability**

*The Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the (INSERT your\_Name)\_and underwritten by an insurer licensed to conduct business in the Province of \_\_\_\_\_. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:*

*(a) A limit of liability of not less than \$\_\_\_\_\_/occurrence with an aggregate of not less than \$\_\_\_\_\_*

- (b) Add (INSERT your\_Name)\_as an Additional Insured with respect to the operations of the Named Insured*
- (c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured*
- (d) Non-owned automobile coverage with a limit not less than \_\_\_\_\_ and shall include contractual non-owned coverage (SEF 96); Coverage to include damage caused by operating or moving vehicles*
- (e) Products and Completed Operations coverage*
- (f) Contractual Liability*
- (g) The policy shall provide 30 days' prior notice of cancellation*
- (h) Failure to Perform exclusion removed*
- (i) Lock-and-Key Replacement*
- (j) Halon Release Cover*

**Automobile Insurance**

*Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of \_\_\_\_\_, having an inclusive limit of not less than \$\_\_\_\_\_ per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.*

**Tenant's Legal Liability Insurance**

*Tenant's legal liability insurance for the actual cash value of the building as well as structures and equipment within the demised premises, including loss of use thereof.*

**Primary Coverage**

*The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.*

**Certificate of Insurance**

*The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.*

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage as outlined in the lease at least 10 days prior to Contract commencement. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policies will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Municipality.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

## 13.0 TERMS AND CONDITIONS

The following items will be included in any future lease agreement:

- The Municipality is proposing a lease term of three (3) years. Final term is to be negotiated with selected proponent.
- Proponents will be asked to submit their proposed rental rate. The final rate will be set out in the terms of the lease. Additional maintenance fees will be determined in negotiation with Municipal maintenance staff based on successful proponent's requirements.
- Any interior leasehold improvements or additional improvements required to accommodate a specific use shall be at the tenant's sole expense, and approval to complete such improvements shall be at the sole discretion of the Municipality.
- Permitted operating hours, and permitted use of the leased area shall be included in the final lease document.
- No assignment or sub-leasing will be permitted.
- Submissions do not constitute a formal legally binding process. The Municipality reserves the right to proceed to phase II lease negotiations with any party or to reject all submissions.
- That the Municipality of Central Manitoulin staff is in charge of the building and that their authority must be respected.
- That materials of any kind will not be affixed to the rented property or any other parts of the said property or otherwise damage the said property.
- The open-air pavilion floor space is considered a public space whether the lessee has installed amenities such as picnic tables within it or not. As such the public cannot be blocked or discouraged from using it. The public washroom side of the building is not part of the leasable area.
- Any use of the lawn must be approved by the Municipality.
- Water – Please note the water at the canteen is not potable. The lessee is responsible for potable water. The well at the canteen has been known to run out of water. It will be the lessee's responsibility to provide themselves with water, potable or otherwise if this occurs. The public washrooms/toilets and the toilet in the canteen will not be usable if water runs out and the lessee will need to make their own arrangements for toilet facilities.
- Electricity – It is expected that the Lessee's hydro consumption is congruent with simple electricity needs described in their Expression of Interest as phone chargers, lights, radio. Any use beyond and additional 50% of the average annual July and August usage when the facility was rented will be paid by the Lessee.
- Parking Spots – We cannot guarantee parking spots at the canteen, as the Maintenance Department requires a designated space to pull in with the truck and trailer for grass

mowing and maintenance needs. The spot described as the Maintenance Parking Spot is the parking area in front of the washroom doors.

- Products to be sold - Where there is a major change in products being sold the municipality must be notified and provide approval. Proponents shall provide a list of proposed items for sale as part of their submission.
- Utility Room/Storage – as the storage and utility room are the same room, the utility section must be kept clear of tenant items, must have a path and has to be accessible by Municipal Staff. This also means that in the case of inspection or emergency, Municipal Staff will need immediate access to this area.
- Hours - Extended hours must comply with all by-laws including the Municipal noise by-law.
- Theft /Loss/Damage - The Lessor is not responsible for lost, stolen or damaged property or product. That the Lake Mindemoya Pavilion and its agents shall not be liable for any loss of or damage to the Lessee's property and the Lessee releases the Lake Mindemoya Pavilion, the Municipality, and its agents from any and all claims thereof.
- Security – If extra security measures are deemed necessary, then installation of security products must be approved by the Municipality.
- To undertake responsibility and liability for any damage occasioned by any person or persons attending the canteen. In the event of damage, the cost of repairs will be determined by the Lessor and will be billed to the Lessee.
- That all structural and other display work done by the Lessee will be subject to the approval of the Municipality and/or the Building Management.
- Property Damage - To repair reasonable wear and tear and damage but fire, lightning and tempest are excepted; Where potential for minor damage or slight degradation of the area due to the operation, the Lessee would be willing to reimburse the Municipality for repairs. To leave the premises in good repair, and damage by fire, lightning and tempest are excepted; To return the demised premises to their original physical condition when the lease is deemed completed.
- No alcohol or drugs are permitted on the premises unless approved as a licensed event by the Municipality.
- That nothing with respect to appliances (microwave, stove, refrigerator, freezer) is supplied when renting the Lake Mindemoya Pavilion
- That nothing with respect to catering (i.e. tables, chairs, dishes, serving utensils, etc.) is supplied when renting the Lake Mindemoya Pavilion.
- That the Lessee will be responsible to ensure that all doors are locked, and lights are extinguished upon leaving.
- The Lessee is to use the canteen and open-air pavilion area without impeding the traffic to the change house/bathrooms, parking or public usage of the open-air pavilion area.



- Washrooms/change houses are public and not for canteen lessee's sole usage.
- The Lessee is operating within all Federal and Provincial acts and regulations. Specifically, the Fire Marshall and Public Health Unit.

#### 14.0 FAILURE TO ENTER INTO AN AGREEMENT

If a selected proponent fails to execute the a lease agreement resulting from this EOI process, or fails to satisfy any other applicable conditions within twenty (20) days of notice of selection, the Municipality may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that proponent and proceed with the selection of another proponent, or cancel the process.

#### 15.0 SUBMISSION PREPARATION

All expenses incurred through the preparation and submission of an EOI or through this process or related activities are borne by the proponent. The Municipality will not return the EOI submission or any accompanying documents submitted.

## PART II – DETAILED INFORMATION ON THE OPPORTUNITY

### **General Scope:**

The Municipality of Central Manitoulin is seeking expressions of interest from organizations or businesses interested in leasing the canteen space located inside the Lake Mindemoya Pavilion at 11 Will-o-wisp Way, Mindemoya, ON. Individuals who do not currently meet all the criteria but who are willing to conform prior to lease signing may submit proposals for consideration.

### **Background:**

The Municipality of Central Manitoulin is a single tier municipality located in Northeastern Ontario on Manitoulin Island in Lake Huron. The Municipality has a population of approximately 2200 year-round residents, and a seasonal population that roughly quadruples during the summer. The Lake Mindemoya Pavilion is located on the opposite side of the Road on Ketchankookem Trail from the Government Dock, boat launch, swim raft and beach on Lake Mindemoya. The area is a popular public access area for residents and visitors to enjoy Lake Mindemoya. The pavilion is typically used a summer season facility.

The Lake Mindemoya Pavilion constructed in 1977 and has washroom/change houses, a canteen and an open-air area. There is a large grass covered yard surrounding the pavilion.

The canteen area is located inside the pavilion building and has a main section of 14' x 8'4" with a small alcove of 5'x 5'10" and is approximately 145 square feet.

There is a storage area beyond the kitchen which is part of the utility access for the building. The area of this room that could be used for storage is 9'x5' which is 45 sq feet. As it is part of the utility room the utility section has to be accessible by Central Manitoulin Staff. This also means that in the case of inspection or emergency, Municipal Staff will need immediate access to this area.

There is also a small bathroom located off the canteen with a toilet and sink that is for canteen lessee usage only.

The open-air covered roof pavilion is 24'x 17' which is 408 sq feet. The canteen would not have sole usage of the open-air covered area as it is considered a public space.

There is not any equipment in the canteen building. The proponent would have to supply their own equipment.

The pavilion canteen sinks and washrooms are on a drilled water well and septic tank. As such the water is not guaranteed potable, not is it guaranteed to be always available.

Photos and diagrams are attached in appendix A.

### PART III – SUBMISSION REQUIREMENTS

Interested proponents are asked to submit their Expressions of Interest by 2 p.m. on Thursday April 18, 2024 in proposal form. The proposals must include the following:

A. Prospective Tenant Information:

- First name, last name, Business/organizational name,
- Contact information including: address, email address, and telephone number.
- Background information on the business, or organization.
- Provide 2 references related to the business (ex. Previous landlord).

B. Proposed Use and Terms:

- Detailed outline of intended use of the space.
- Sample menu and pricing.
- Proposed operating hours, and season.
- Proposed rental rates.
- Proposed occupancy date and requested lease term.
- List of any co-tenants or parties to the proposal.
- List of equipment required to be installed to offer the proposed menu/services, and a list of any leasehold improvements being proposed.
- List of required permits and inspections to operate the business at the proposed location.

C. Completed and signed Proposal Form Supplied in Part IV

## PART IV - PROPOSAL FORMS

**\*\*\* THIS FORM MUST BE COMPLETED AND INCLUDED IN ADDITION TO THE PROPOSAL MATERIAL AS PART OF THE SUBMISSION PACKAGE \*\*\***

### PROPOSAL SUMMARY FORM

**PROJECT DESCRIPTION:** Lake Mindemoya Government Dock Pavilion Canteen Vendor/Tenant Proposal

**OWNER:** Municipality of Central Manitoulin

I/We hereby submit my/our response to the Expression of Interest document for the above named project.

I/We have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

**EOI PROPONENT:**

**DATE:** \_\_\_\_\_

**PROponent NAME:** \_\_\_\_\_

**ADDRESS (City, Province, Postal Code):** \_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:**  
(I have authority to bind the company,  
organization, business, etc). \_\_\_\_\_

**NAME AND POSITION OF SIGNER:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**PROPOSALS RECEIVED BY**

The Municipality of Central Manitoulin  
6020 Highway 542  
PO Box 187  
Mindemoya, ON P0P 1S0

## APPENDIX A – PHOTOS & FLOOR PLAN



Photo 1 – Exterior of Pavilion. Entrance door 1 to pavilion.

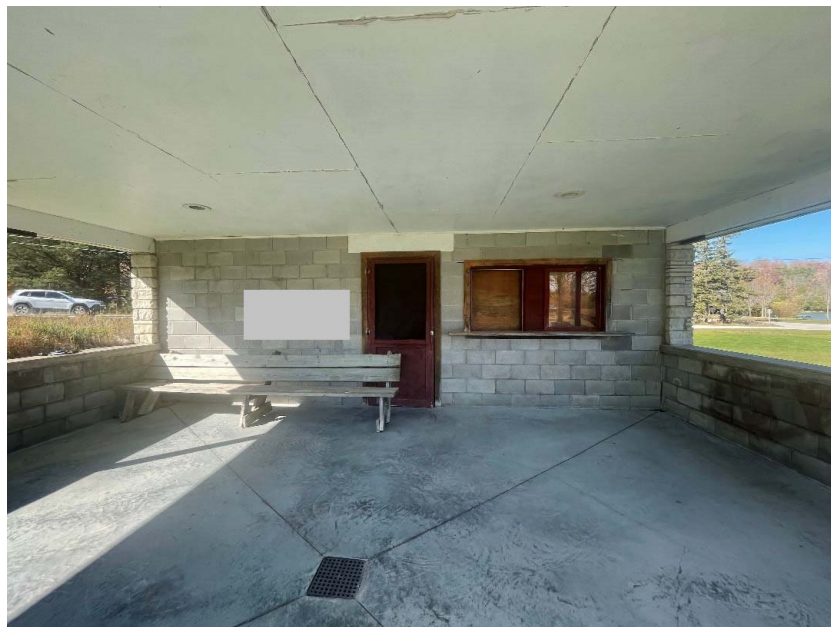


Photo 2 – Canteen concession windows and entrance door 2.



Photo 3 – View from inside the pavilion looking out onto the lawn.



Photos 4, 5 and 6 - Interior of canteen.



Photo 7- Storage and utility area.



Photo 8 – canteen bathroom.

Government Dock Pavilion  
 Measurements  
 (not to scale)

