

NORTHERN CARLETON CIVIC CENTRE CANTEEN OPERATOR **REQUEST FOR PROPOSAL (RFP)**

The canteen lease includes equipment specified and is leased on an annual basis. The hours of operation and vending/Canteen needs will be revisited once the requirement of the Facility Addition has been determined, leading up to its opening.

IMPORTANT LEASE DETAILS

- The Lessee and District will sign a one-year lease September 5th, 2023, expiring September 30th, 2024 with an option of 3 more years with mutual agreement.
- On January 1 each year, the lease rate will increase by 2%.
- The Canteen Operator must provide one beverage vending machine for the lobby, and one outside the dressing rooms.
- The Canteen Operator will be responsible year-round for filling of the beverage vending machine and removing coin accordingly. Please note this will be required whether the Lessee opts to operate the canteen during the summer months or not.
- The District wants to provide the public with more healthy food and beverage options and would like to partner with the Canteen Operator to help make this happen.
- As water is a healthier alternative to high sugar drinks, a minimum of 2 selections in each beverage vending machine must be water.
- A minimum of 3 healthy menu options must be on the menu at all times during the term of this lease, but more healthy options would be preferred.
- Food from outside restaurants / vendors is permitted in the NCCC.
- Sponsored food donated to teams / tournaments is permitted in the NCCC.
- See Schedule A for draft lease.



19 Station Road, Florenceville-Bristol, NB E7L 3J8
T: 506.392.6763 F: 506.392.5211

Hours of Operation

To be discussed with the Lessee and the District of Carleton North.

Submit Request for Proposal (RFP) via email to amy.mcintosh@carletonnorth.com, fax to 506-392-5211, or mail to:

District of Carleton North

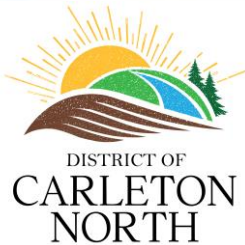
Attn: Amy McIntosh

19 Station Road

Florenceville-Bristol, NB E7L 3J8

Please contact Amy at 506-392-6763 ext 200 to arrange an appointment for viewing the canteen space.

Deadline to Apply: August 31st, 2023



REQUEST FOR PROPOSAL (RFP)

RENTAL PERIOD:

- Rent payable on the 1st of each month
- Duration of lease is September 5th, 2023 to September 30th, 2024
- A 2% lease increase will occur on January 1 each year
- It is mandatory to operate the canteen during the winter months (October through March). See draft lease agreement for more details (see RFP Schedule A).
- Operation of the Canteen during the summer months is highly desired

Do you plan to operate the Canteen during the summer months: Yes
 No

LEASE:

- lease is binding for the entire contract period
- lease may be terminated by either party with a 3-month written notice

INSURANCE:

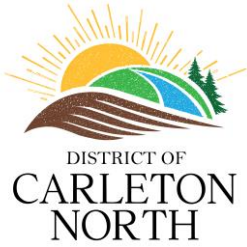
- lessee must carry Business Insurance with \$2,000,000 Commercial General Liability

APPLICATION MUST INCLUDE:

- a minimum of 10 menu items and proposed pricing for each, including a minimum of 3 healthy menu options
- proposed hours of operation, including any difference between seasons
- proposed rent amount
- submit application to the Town office by August 31st, 2023

COMPANY:

OWNER: _____ CONTACT PH: _____



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ADDRESS: _____ EMAIL: _____

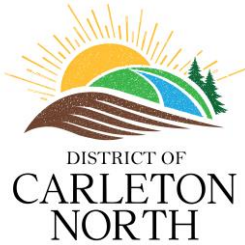
OPERATOR: _____ CONTACT PH: _____

RELATED EXPERIENCE:

ESTABLISHMENT
YEARS

POSITION

_____	_____
_____	_____
_____	_____



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RFP Schedule A

FACILITY ANNUAL CANTEEN OPERATOR LEASE AGREEMENT

FACILITY: Northern Carleton Civic Centre Canteen, 40 McCain Street

LESSEE: _____

LESSEE'S BUSINESS NAME: _____

LESSOR: District of Carleton North

RENTAL PERIOD: September 5th, 2023 to September 30, 2024 (1 year)

LEASE AMOUNT DUE 1ST OF EACH MONTH:

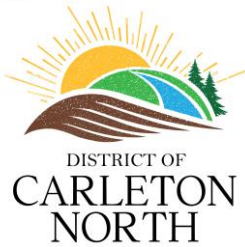
Lease amounts to be determined with the Leslee and the District of Carleton North.

NCCC CANTEEN LEASE CONDITIONS

1. Lease must be signed at the start of a new rental period and is binding for the duration of that rental period unless either party terminates the said lease with a three-month written notification.
2. The Lessee must provide a Certificate of Insurance with a two-million-dollar Commercial General Liability limit to the Lessor.
3. The District of Carleton North will not be responsible for personal injury or damages, or loss of stock due to equipment failure, equipment or personal belongings of any Lessee or anyone attending on invitation of the Lessee. Insurance to cover stock loss is the responsibility of the Lessee.
4. It is the responsibility of the Lessee to comply with any and all regulations that govern Food Service Establishments and provide copies of all documentation to the Town office. The Lessee is required to hold a Food Safety Certificate or be willing to acquire a Food Safety Certificate as required by the Province of New Brunswick as part of the *Public Health Act and the Food Premises Regulation 2009-138*.
5. The Lessee will not loan, donate or sub-contract the canteen space located in the NCCC or the use of any food preparation equipment owned by the District without the expressed written permission of the District of Carleton North.
6.
 - a) During the winter season the Canteen is to be open during all hockey games, public skate and major NCCC events. All ice schedules will be given to the canteen operator at regularly scheduled times. As well a listing of major events will be given to the Lessee at least one month prior to the execution of a community event. Hours of operation of the Lessee toward the end of the ice season are at the discretion of the Lessee with mutual agreement by the Recreation Manager.
 - b) During the summer season the Canteen will be <open / closed> and the Lessee <will / will not> provide hours of operation with the mutual agreement of Council and the Lessee.

7. All damages to Canteen property during operational hours of the Lessee shall be the responsibility of the Lessee.
8. All conditions or changes to this contract must be by agreement of both the District of Carleton North Council and the Lessee.
9. Setting up tables and chairs is the responsibility of the Lessee unless otherwise indicated.
10. The sale and/or consumption of liquor by the Lessee is strictly forbidden without the written approval of District Council and approval of all applicable licenses which the Lessee must provide. Application must be made to Council at least one month prior to any event.
11. The Lessee agrees to abide by any agreement and/or contract that the District enters into with any NCCC vendor.
12. All property of the Lessee brought into the Canteen must be removed upon termination of contract. A list of property owned by the Lessee must be submitted to the Chief Administrative Officer and signed by both parties.
13. The Lessee must sign a document indicating receipt of equipment owned by the District of Carleton North and the status of such equipment (Schedule A).
14. The Lessee is responsible to maintain all equipment leased from the District of Carleton North in such condition as received for the duration of the contract.
15. General maintenance of all District-owned equipment will be the responsibility of the District and needed repairs and/or replacement should be immediately reported to the Public Works & Maintenance Supervisor, who will then take the necessary steps for repairs. Any breakage or malfunctioning of this equipment due to careless acts, misuse, or lack of maintenance will result in the Lessee replacing the equipment.

16. The Lessee will ensure that the canteen's designated tables are wiped off and the chairs put up at the canteen's close of each day. This will allow the District's janitorial staff to properly clean the floor.
17. The Lessee is reminded that once hockey season begins (October) the Lessee will only have use of the extra tables if space allows in the lobby.
18. The District of Carleton North reserves the right to cancel this contract without notice should there be a breach of the conditions or regulations.
19. Permission will not be granted to any organization for the purposes of selling food products to the public while the Lessee is under contract. Organizations must have the permission of both the Lessee and the District for the selling of food products, even if it is only sold within its own user group.
20. Registration, hospitality and sponsored food and beverage items are to be distributed in the user's Meeting Room. The provision of such items must be cleared with the Recreation Manager in advance of the event.
21. The District and Recreation Department shall encourage users to use the Canteen for meetings and events.
22. It will be the responsibility of the organization or outside vendor to provide any materials necessary for the distribution of food and beverage.
23. The Lessee must provide a minimum of three (3) healthy menu options on the menu at all times during the term of the lease, but more healthy options would be preferred.
24. The Lessee must provide one (1) beverage vending machine in the lobby and one (1) outside the dressing rooms. Each must contain at least two (2) selections of water.
25. Filling the beverage vending machine, and removing coin are the responsibility of the Lessee on a year-round basis.



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28. Any notice herein provided or permitted to be given by any party hereto to one or more of the others shall be sufficiently given if delivered by hand or sent by telecopy to the following addresses:

(a) To Lessor at:

The District of Carleton North
19 Station Road
Florenceville-Bristol, NB E7L 3J8
Phone: (506) 392-6763
Fax: (506) 392-5211
Attention: CAO/Clerk

(b) To Lessee at:

29. Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day on which such notice, demand, request or consent is delivered, faxed or emailed, if a business day, and if not then on the next business day.

30. Any party may at any time give notice in writing to the others of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party at which notice is to be given hereunder.

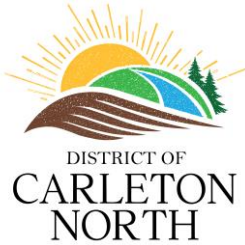


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I certify that I have read and understood the conditions and regulations of this Agreement and agree to conform to them and be strictly bound thereby.

Dated on _____

SIGNED, SEALED AND DELIVERED)	District of Carleton North
in the presence of:)	
)	
_____)	_____
Witness)	Per: Mayor
)	
)	_____
)	Per: CAO/Clerk
)	
)	<Operator Company>
)	
_____)	_____
Witness)	Per: <Name>



Lease Agreement Schedule A

Confirming the following list of equipment owned by the District of Carleton North was in the Canteen in working condition at the commencement of the lease period:

- 1 – Crosley refrigerator
- 1 – Imperial 6 burner range
- 1 – Fire extinguisher
- 1 – Vulcan grill (table top)
- 1 – Vulcan fryer (desk top)
- 1 – Sandwich unit (stainless steel floor unit)
- 1 – First Aid Kit
- Miscellaneous kitchen utensils

Lessee Signature: _____