

**AYR Motor Centre Cafe OPERATOR**  
**REQUEST FOR PROPOSAL (RFP)**

The Town of Woodstock has owned the AYR Motor Centre Cafe since 1995. The café lease includes equipment specified and is leased on an annual basis.

**IMPORTANT LEASE DETAILS**

- The Lessee and Town will sign a three-year lease starting May 1, 2020, expiring March 31, 2023 (3 year term).
- The current Cafe Operator will not be able to have his items moved out by April 1, 2020.
- The RFP rates you submit are valid until December 31, 2020.
- On January 1 each year, the lease rate will increase by 2%.
- The Town wants to provide the public with more healthy food and beverage options and would like to partner with the Cafe Operator to help make this happen.
- As a healthy eating initiative, the Cafe Operator may not sell energy drinks in the canteen space or in the beverage vending machines.
- 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 AMC.
- Sponsored food donated to teams / tournaments is permitted in the AMC, with in a meeting space.
- See Schedule A for draft lease.

Submit Request for Proposal (RFP) to:

Town of Woodstock  
Attn: Ann Marie Voutour  
824 Main Street  
Woodstock, NB E7M 2E8

or email to: [clerk@town.woodstock.nb.ca](mailto:clerk@town.woodstock.nb.ca)

Please contact Kelly Foster Hallett 506-324-5818, to arrange an appointment for viewing the canteen, so we can make arrangements with the current Lessee.

**Deadline to Apply: March 27, 2020**

## **REQUEST FOR PROPOSAL (RFP)**

### **RENTAL PERIOD:**

- Rent payable on the 1<sup>st</sup> of each month
- Duration of lease is May 1, 2020 to March 31, 2023
- A 2% lease increase will occur on January 1 each year
- If you will not be operating the canteen during the summer months (April through August), the Town will consider a lower lease rate for those months
- 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).
- **Requests for Proposals may be advertised every three years**

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

**Proposed rate payable during summer months (April through August)**

\$            + HST per month starting May 1, 2020

**Proposed rate payable during the winter months (October through December) with a 2% increase effective January 1 through March. See Schedule A for more details.**

\$            + HST per month starting September 1, 2020

### **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 (see above)
- submit application to the Town office by Friday March 27, 2020

COMPANY: \_\_\_\_\_

OWNER: \_\_\_\_\_ CONTACT PH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OPERATOR: \_\_\_\_\_ CONTACT PH: \_\_\_\_\_

**RELATED EXPERIENCE:**

| <u>ESTABLISHMENT</u> | POSITION | <u>YEARS</u> |
|----------------------|----------|--------------|
| _____                | _____    | _____        |
| _____                | _____    | _____        |
| _____                | _____    | _____        |

## RFP Schedule A

### FACILITY ANNUAL CANTEEN OPERATOR LEASE AGREEMENT

**FACILITY:** AYR Motor Centre, 105 Connell Park Road. Woodstock NB E7M 1M5

**LESSEE:** \_\_\_\_\_

**LESSEE'S BUSINESS NAME:** \_\_\_\_\_

**LESSOR:** Town of Woodstock

**RENTAL PERIOD:** May 1, 2020 to March 31, 2023 (3 years)

**LEASE AMOUNT DUE 1<sup>ST</sup> OF EACH MONTH:**

\$\_\_\_\_\_ plus HST/monthly from May to September 2020

\$\_\_\_\_\_ plus HST/monthly from October to December 2020

\$\_\_\_\_\_ plus HST/monthly from January to March 2021 (includes 2% annual increase)

\$\_\_\_\_\_ plus HST/monthly from April to September 2021

\$\_\_\_\_\_ plus HST/monthly from October to December 2021

\$\_\_\_\_\_ plus HST/monthly from January to March 2022 (includes 2% annual increase)

\$\_\_\_\_\_ plus HST/monthly from April to September 2022

\$\_\_\_\_\_ plus HST/monthly from October to December 2022

\$\_\_\_\_\_ plus HST/monthly from January to March 2023 (includes 2% annual increase)

### *AYR Motor Centre Café 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 Town of Woodstock 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 AMC or the use of any food preparation equipment owned by the Town without the expressed written permission of the Town of Woodstock.
6.
  - a) During the winter season the Cafe is to be open during all hockey games and major AMC events with all other hours of operation at the discretion of the Lessee. All ice schedules will be given to the Cafe 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 Director of Recreation.
  - b) During the summer season the Café 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 Café 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 Town of Woodstock and the Lessee.

9. The Lessee agrees to abide by any agreement and/or contract that the Town enters into with any AMC vendor.
10. All property of the Lessee brought into the Café must be removed upon termination of contract. A list of property owned by the Lessee must be submitted to the AMC Manager and signed by both parties.
11. The Lessee must sign a document indicating receipt of equipment owned by the Town of Woodstock and the status of such equipment (Schedule A).
12. The Lessee is responsible to maintain all equipment leased from the Town of Woodstock in such condition as received for the duration of the contract.
13. General maintenance of all Town-owned equipment will be the responsibility of the Town and needed repairs and/or replacement should be immediately reported to the AMC Lead Hand of Maintenance, 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.
14. The Lessee will ensure that the Café's designated tables are wiped off and the chairs put up when lunch hour at the canteen is over. This will allow the Town's janitorial staff to properly clean the floor.
15. The Town of Woodstock reserves the right to cancel this contract without notice should there be a breach of the conditions or regulations.
16. Permission will not be granted to any organization for the purposes of selling food products while the Lessee is under contract. Organizations must have the permission of both the Lessee and the Town for the selling of food products.
17. Registration, hospitality and sponsored food and beverage items are to be distributed in Meeting Rooms. The provision of such items must be cleared with the Director of Recreation in advance of the event.
18. Individuals may bring food from outside vendors and consume anywhere in the building except for the tables in the Carter Asbell Memorial Viewing Area
19. The Town of Woodstock and Recreation Department shall encourage users to use the Cafe for meetings and events.
20. It will be the responsibility of the organization or outside vendor to provide any materials necessary for the distribution of food and beverage.

21. 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.
22. Performance drinks (Monsters, Red Bull.) will not be permitted in the beverage vending machine in the lobby or in the Cafe.
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 fax to the following addresses:
- (a) To Lessor at:  
Town of Woodstock  
824 Main Street  
Woodstock, NB E7M 2E8  
Phone: (506) 325-4600  
Fax: (506) 325-4308  
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.

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**

in the presence of:

\_\_\_\_\_  
Witness

) **Town of Woodstock**

)

)

)

) Per: Mayor

)

)

) Per: Clerk

)

<Operator Company>

)

)

)

\_\_\_\_\_  
Witness

) Per: <Name>