



REQUEST FOR PROPOSAL (RFP)

RFP #2024-01 – Canteen Services

Dated: July 10th, 2024

**Request for Proposals
Canteen Services at Riverdale Community Centre**

ISSUE DATE: July 10th, 2024
CLOSING DATE: August 16th, 2024
CLOSING TIME: 4:30 pm

1. SUMMARY AND BACKGROUND

Riverdale Community Center is a municipally owned facility located in Rivers, MB. Built in 2011, this facility includes an NHL size arena, 4 sheets of curling, a 2nd-floor curling lounge, and a 300-person hall, all wheelchair accessible.

Riverdale Municipality is seeking to entertain Requests for Proposals for the operations of the canteen in the Riverdale Community Centre. The kitchen is equipped with a deep fryer, grill, dishwasher, sinks, stoves, vent hood system, toaster, microwave, freezers and a refrigerator. All other desired equipment will be the responsibility of the successful bidder.

2. GENERAL TERMS AND CONDITIONS

i) Submission of Proposals

Sealed proposals are to be submitted on or before Friday, August 16th, 2024 at 4:30 pm to:

Chief Administrative Officer, Marci Quane
Riverdale Municipality
P.O. Box 520, 670-2nd Avenue
Rivers, MB
R0K 1X0

ii) Process Schedule

The Riverdale Municipality intends to utilize the following schedule in completion of this process. The Municipality reserves the right to amend the schedule should it be deemed necessary.

1. Issuance of RFP -July 10th, 2024
2. Deadline for inquiries/clarifications - August 6th, 2024
3. Deadline for submissions – August 16th, 2024 4:30 pm

iii) Proposal Form

All proposals must be submitted to the Riverdale Municipality using the Riverdale Community Centre Bid Submission Form, Appendix A hereto, bidder must acknowledge the Agreement, Appendix B, and shall be signed by the bidder, with their business address clearly indicated. The Municipality will not be responsible for any lost documents.

iv) Cost of Submission

Bidders assume responsibility for all costs, expenses, loss, damage and liabilities incurred as a result of or arising from the invitation to bid.

v) Rejection of Proposals

The following proposals will be rejected:

- 1) Late proposal
- 2) Proposal not completed in ink or by non-erasable medium
- 3) Incomplete proposal
- 4) Canteen Bid Submission Form not signed
- 5) Canteen Bid Submission Form not used.

vi) Errors and Omissions

It is understood, acknowledged and agreed that while this Request for Proposals includes specific requirements and specifications, and while the Riverdale Municipality has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Municipality to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposals. There will be no consideration of any claim, after submission of Request for Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

3. BID SUBMISSION INSTRUCTIONS

i) Questions

Questions regarding the canteen Request for Proposals may be submitted by email to cao@riverdalemb.ca until August 6, 2024 at 4:30 pm.

Riverdale Municipality reserves the right to post relevant answers and/or issue addendums to the RFP on the Municipality's website (www.riversdaly.ca) for review by all potential bidders.

ii) Bid submission and closing date

Bids must be submitted to the undersigned prior to the closing date of Friday, August 16, 2024 at 4:30pm:

Marci Quane, Chief Administrative Officer
Riverdale Municipality
P.O. Box 520, 670-2nd Avenue, Rivers, MB, R0K 1X0

iii) Canteen Bid Submission Form

All proposals must be submitted to the Riverdale Municipality using the Riverdale Community Centre Bid Submission Form, Appendix A hereto, and shall be signed by the bidder, with their business address clearly indicated. The Municipality will not be responsible for any lost documents.

iv) Experience

Proposals should include examples of similar services provided by the applicant.

Proposals should also outline the experience and qualifications of the applicant and any other personnel who will be directly involved in the operations.

v) List of References

Proposals should list businesses, organizations or individuals who might supply a reference to the level and quality of service provided by the operator. Please supply a minimum of (3) such references.

vi) Value Added Service

Respondents to this RFP may in the proposal describe any value-added services that will be provided while operating the canteen. The Riverdale Municipality will consider the proposed services when reviewing and evaluating the proposal.

Respondents may have some innovative ideas they wish to include in the proposal. As long as it does not intervene any of the requirements of this RFP, the Municipality is prepared to consider suggestions made. Be sure to specify whether any such innovative inclusion is an optional or required part of the proposal.

4. PROPOSAL EVALUATION

The Municipality will compare and evaluate each proposal to determine the proposal which is the best overall value to the Municipality, using the following criteria:

- i) Proponent's menu choices and pricing - **50%**
- ii) Proponent's experience and qualifications in the delivery of canteen services - **35%**
- iii) Proponent's approach and methodology in providing the services required in this RFP (including value added services, hours of operation, and staffing practices) - **15%**

The Municipality reserves the right, in its sole discretion, to consider other additional criteria in the evaluation of the proposals. The Municipality reserves the right to not complete a detailed evaluation of a proposal if the Municipality concludes, having undertaken a preliminary review of the proposal, that the proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

RIGHTS AND RESERVATIONS

RIVERDALE MUNICIPALITY:

- (i) Reserves the right to reject any or all bids;
- (ii) May not accept the highest price or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to Riverdale Municipality;
- (iii) Reserves the right to waive informalities, irregularities, technicalities and minor non-compliances;
- (iv) May cancel this tender at any time prior to or after closing;
- (v) Reserves the right to accept a bid in total or in part or to accept some or all options listed;
- (vi) Reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) May reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind;
- (viii) Reserves the right to change the Scope of Work and retender the Project or negotiate the Scope of Work, or a portion thereof, if Riverdale Municipality does not receive a substantially compliant bid within Riverdale Municipality's budget;
- (ix) Reserves the right to reject any bids submitted by a bidder who has previously defaulted on a tender or otherwise failed to complete a contract with the Riverdale Municipality;
- (x) Reserves the right to consider its legal position and risk associated with entering into a contract with a party that Riverdale Municipality is in litigation with or has a history of unsatisfactory performance

Appendix A

**Riverdale Community Centre Canteen Rental Agreement Between
Riverdale Municipality (hereinafter referred to as “the Municipality”)
And
XXXXX
(hereinafter referred to as the “Lessee”)**

In consideration of the rents, covenants and obligations stipulated herein, the Municipality and the Lessee have agreed to enter into a Lease of the Canteen Premises, located at 101 Main Street, Rivers.

ARTICLE 1 DEFINITIONS

- a) **“CANTEEN”** – means the permanent facilities provided in the Riverdale Community Centre for the vending of food and beverages.
- b) **“FOYER”** – means the space occupied when first entering through the main doors to the Riverdale Community Centre, but before entering either the curling club or the rink area of the arena.
- c) **“LESSEE”** – means the successful bidder on the Canteen being tendered under these terms and conditions.
- d) **“OFF SEASON”** – means the timeframe between May 1 and October 31 of each year, when regularly scheduled activities do not normally occur at the arena.
- e) **“ON SEASON”** – means the timeframe between November 1 and April 30 of each year, when regularly scheduled activities normally occur at the arena.
- f) **“PREMISES”** – means, where the context requires, the leased Premises.
- g) **“THE MUNICIPALITY”** – means Riverdale Municipality
- h) **“WINTER ICE SEASON”** – means the timeframe between November 1 and March 31st of each year, when regularly scheduled activities occur at the Arena.

ARTICLE 2 GRANT

2.1 GRANT

The Municipality hereby grants to the Lessee the right to use and occupy the Canteen Premises in the building known as the Riverdale Community Centre (hereinafter called “the Premises” or “the Leased Premises”), located at 101 Main Street, Rivers, MB, for the sole purpose of Canteen operation.

ARTICLE 3 TERM AND USE

3.1 **LENGTH OF TERM** Subject to the provisions contained herein, the Lessee shall have and hold the said leased Premises for an uninterrupted term of six (6) months from MM/DD/YYYY up to and including MM/DD/YYYY and then to be fully complete and ended.

3.2. **HOURS OF OPERATION**

- a) The Lessee shall provide regular hours for the canteen for the duration of the winter ice season. (with the exception of special events where the Canteen hours can be extended).
- b) The Lessee shall adequately serve the patrons of the recreational facilities.
- c) Hours of operation shall be, at a minimum, based around the schedule of program events supplied by the Municipality and/or the Rivers Curling Club or any other recreational organization that may be established.

3.3 **LABOUR**

The Lessee shall provide all personnel necessary to operate the Canteen, which personnel shall be of sufficient age and maturity to be aware of, and meet, the Lessee's obligations under this agreement.

3.4 **UTILITIES**

The Municipality agrees to supply the Lessee with the following utilities and municipal services necessary to the operation of the Canteen, at the Municipality's expense, these utilities and services to be limited to: light, heat, electrical power and water & sewer services. Garbage collection is not included.

3.5 **USE**

- a) The Premises shall be used and occupied by the Lessee for the sole purpose of operating the Canteen, an avenue for providing food and beverage services.
- b) The Lessee shall have the exclusive right to sell snacks/meals and refreshments within the Arena facility subject to Article 3.5 c).
- c) As per Riverdale Municipality's contract with Pepsi Beverage Group (PBG) only Pepsi beverage products will be allowed to be sold at RCC (except milk, hot coffees, hot teas, and hot chocolates)
- d) In relation to Article 3.5 a) of these Terms and Conditions, it shall be at the sole discretion of the Lessee as to what quantities, kinds and qualities of foodstuffs or beverages are offered for sale at the Canteen, so long as there are no alcoholic beverages, cannabis products or tobacco products and the Lessee adheres to Article 3.5 (c).
- e) Any special event requests requiring the sale of alcohol will require a written request to be approved by the Facility Manager. All regulatory approvals and permits will be the sole responsibility of the Lessee and provided to the Municipality prior to the event.
- f) The Riverdale Community Centre facility (with the exception of the Premises) can be rented at the regular rental fee, for private events such as birthday parties, without the obligation for the rental party to purchase food or drink from the Lessee.
- g) The proper licenses/permits shall be purchased/acquired from the appropriate authorities, as required, to cover this type of operation and shall always be displayed at the Premises for public viewing.

- h) The Lessee shall abide by all regulations of Provincial and/or any other regulatory protection agencies and agrees to provide access for inspections as required.

3.6 RESERVATION

The Municipality reserves the right to allow food booths to sell food and beverages during special Community events, i.e., trade shows, Holiday celebrations, and the like.

3.7 CLEANLINESS

- a) The Lessee shall secure any necessary permits from the Province of Manitoba Public Health and shall meet the requirements of the department at all times.
- b) The Lessee shall maintain the Canteen and kitchen equipment to a degree of cleanliness and orderliness satisfactory to the Municipality.
- c) The Lessee shall be responsible for the disposal & removal of the waste and debris produced by the lessee and/or their patrons. Disposal of waste must be completed on a daily basis.
- d) The Municipality has the authority to determine the appropriate level of maintenance and cleanliness.
- e) The Municipality has the ability to schedule regular inspections of the premises at any time to ensure maintenance and cleaning has been completed to satisfaction. Inspections will be documented and signed off by both parties.

3.8 CANCELLATION

- a) This agreement may be terminated by the Lessee upon sixty (60) days written notice by the Lessee to the CAO/Clerk of the Municipality, but the Lessee shall, at the option of the Municipality, continue to operate the Canteen during such sixty (60) day period in accordance with this agreement.
- b) This agreement may be terminated by the Municipality at any time if, in the opinion of the Municipality, the Lessee has failed to meet the terms and conditions set forth herein or otherwise agreed to in writing.
- c) After the expiration of such notification provided for in paragraph 3.10 a) or 3.10 b), this agreement shall be terminated, and the Lessee shall thereupon, and also in the event of the termination of this agreement in any other manner, except re-entry and except and subject as in this agreement is otherwise provided, if required by the Municipality, forthwith remove from the said leased Premises, all possessions, goods, supplies, articles, equipment, material, effects or things and shall also, to the satisfaction of the Municipality, repair all and every damage and damage occasioned to the leased Premises of the Municipality, by reason of such removal or in the performance thereof, and the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever.

Unless required by the Municipality, no possessions, goods, supplies, articles, equipment, material, effects or things shall be removed from the said Premises until all rent due, or to become due, under this agreement is fully paid. The Municipality may, at its option, remove at the risk of, and at the cost and expense of, the Lessee, the possessions, goods, supplies, articles, equipment, materials, effects or things from said Premises and the Lessee shall reimburse the Municipality forthwith upon receipt of appropriate accounts therefor and for any storage charges which may have been, or will be, incurred by the Municipality as a result of such removal. Where not removed by the Lessee, the Municipality may consider the possessions, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Municipality.

ARTICLE 4 RENT

4.1 RENT

The Lessee shall pay, during the currency of this agreement to the Municipality, in lawful money of Canada, the following rent:

- a) \$XXXX, plus GST, per month for the leased Canteen Space, payable in advance on commencement of lease in the form of postdated cheques for the first of every month.
- b) One months rent will be provided as a damage deposit and will be returned following a satisfactory final inspection, with representatives from both parties, of the premises.

4.2 INTEREST ON RENT IN DEFAULT

Without waiving any other rights of action of the Municipality in the event of default of payment of rent hereunder, in the event that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 2% per month retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Municipality may review and adjust the interest rate from time to time.

4.3 ADDITIONAL RENT

If the Lessee fails to make any of the payments required by this agreement, the Municipality may make such payments and charge to the Lessee as Additional Rent, the amounts paid by the Municipality, including any interest charges as outlined above.

4.4 RESERVATION RE: INCREASED COSTS

If there should be a substantial increase in hydro consumption or any other utility cost, the Municipality reserves the right to open the contract for renegotiation at any time, in order to mitigate undue subsidization by ratepayers.

4.5 STORAGE

- a) If additional storage is required the Lessee may discuss the request with the facility manager. If space is available, the Lessee could be authorized to store supplies, equipment, and apparatus in the designated space in the Arena facility during the Term of this agreement at the additional cost as indicated herein.

4.6 SEATING

- a) Designated seating space in the arena foyer, directly in front of the canteen is considered part of the Lease. The foyer area directly in front of the canteen up to the window viewing area will be the responsibility of the Lessee. Responsibility includes regular cleaning of debris, sanitation of tables, and general maintenance of the area as needed. It is understood that seating may also be used by the general public in the course of using the recreation facilities.
- b) There must always be an accessible fire route in the foyer allowing emergency personnel quick and easy access to all facilities and to the outdoors.

ARTICLE 5 LEASED PREMISES, SERVICES, AND IMPROVEMENTS

5.1 "AS IS" CONDITION

The Lessee accepts the leased Premises in an "as is" condition and any improvements made to the leased Premises by the Lessee at any time during the currency of this Lease to make the leased Premises suitable for the operations of the Lessee, shall be at the risk, cost and expense of the Lessee and shall not be made without the prior written consent of the Municipality, which consent may be unreasonably withheld. Any and all improvements or alterations shall be to the satisfaction of the Municipality.

5.2 EQUIPMENT

- a) The Municipality shall not supply any additional equipment than what is provided in the Canteen at the contract start date. The kitchen is equipped with a deep fryer, grill, dishwasher, sinks, stoves, vent hood system, toaster, microwave, freezers and a refrigerator. All other desired equipment will be the responsibility of the successful bidder. Additional inventory in the canteen including dishes and cutlery, will be discussed between the parties and a list will be attached to this agreement.
- b) the Lessee agrees to provide and finance their own dishes, utensils, coffee/hot chocolate machines and canteen supplies
- c) the Lessee shall be responsible for supplying ancillary equipment (such as a telephone, Point of Sales machine, etc.)
- d) The Lessee shall be responsible for operating all equipment in a safe and proper fashion and for maintaining the equipment in good working order.
- e) The Lessee will be responsible for signage. Signage must be temporary/portable and pre-approved by the facility manager.

5.3 ACCESS

- a) The Lessee, their employees, agents, and suppliers shall have reasonable access to the Riverdale Community Centre for the purposes of operating the Canteen only and carrying out the Lessee's obligations under this agreement.
- b) The Municipality shall provide the Lessee with a key to the Premises upon the commencement date of the contract and signing of the "Key Release Form" as provided by the Municipality.
- c) The Lessee shall use the key only for the intended purpose and shall not lend the key other than to authorized employees; nor shall the Lessee copy the key.
- d) The Lessee shall supply a list of employees/workers to the Municipality and shall update the list as required during the Term of the agreement.
- e) The Municipality, its officers, servants or agents shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased Premises, including any storage areas; it being expressly understood and agreed however, that in cases of emergency, the Municipality, its officers, servants or agents shall at all times and for all purposes, have full and free access to the said leased Premises.

5.4 SECURITY

The Premises shall always be kept locked when not in operation and all products secured from unauthorized persons.

5.5 REASONABLE USE

The Lessee shall not, during the currency of this agreement, do, suffer nor permit to be done, any act or thing which may impair, damage or injure the said leased Premises, the said building of the Municipality, or any part thereof, beyond the reasonable wear and tear occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in a good, sufficient and workmanlike manner all portions of the said leased Premises or the said building which may at any time by the Lessee be damaged (ordinary wear and tear only excepted). In the event of the failure on the part of the Lessee to so repair and renew, the Lessee shall indemnify and save harmless the Municipality from all damages, costs and expenses suffered or incurred by the Municipality by reason of such impairment, damage or damage to the extent the Lessee is liable for same in law, such payment to be made forthwith upon receipt of appropriate accounts thereof which shall be collectible as Additional Rent.

5.6 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased Premises and the said building, and shall observe and comply with all laws and regulations in force respecting fires at the Riverdale Community Centre, and with all instructions given, from time to time, by the Municipality with respect to fires and extinguishing of fires.

5.7 DRAINAGE AND DISCHARGE OF MATERIAL

The Lessee shall not discharge, cause or permit to be discharged or howsoever to pass into the sewer systems, storm drains or surface drainage facilities at the Riverdale Community Centre, or elsewhere, any deleterious material, noxious, contaminated or poisonous substances, all as determined by the Municipality, whose decision shall be final; it being expressly understood and agreed, that in the event of a discharge or escape of such deleterious material, noxious, contaminated or poisonous substances in and under the control of the Lessee, the cost incurred in the clean-up to the satisfaction of the Municipality, shall be to the Lessee's account. It is expressly agreed that this covenant shall survive the termination of this agreement and shall be payable forthwith upon the demand therefor and such amount shall be collectible as Additional Rent hereunder.

5.8 MAINTENANCE

Routine maintenance and repairs of Municipality-owned property are the responsibility of the Municipality, except where the repairs or maintenance are required as a result of misuse by the Lessee or their employees, in which case the cost shall be borne solely by the Lessee.

5.9 REPAIR OF DAMAGE

If, at any time or times hereinafter, any damage or injury (ordinary wear and tear excepted) should be occasioned to the leased Premises, the building, or any part hereof, or to any works of the Municipality by reason of, or on account of, the operations of the Lessee hereunder or any action taken or thing done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time, upon notice thereof from the Municipality given in writing, repair, rebuild and restore same in good, sufficient and workmanlike manner. In the event of failure on the part of the Lessee to so repair the Municipality may, at its option, repair such damage or damage in which case the Lessee shall repay and reimburse the Municipality for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus additional charge as may be applicable in accordance with the policies of the Municipality for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Municipality. In the event of failure on the part of the Lessee to repair such damage or damage and in the event of non-repair by the Municipality, the Lessee shall remain liable to the Municipality for the amount of such damage or damage to the extent the Lessee is liable therefor in law and payment of such amount shall be made by the Lessee to the Municipality forthwith, upon receipt by the Lessee of appropriate accounts therefor from the Municipality and such amount shall be collectible as additional rent hereunder.

5.10 APPROVAL OF ALTERATIONS AND UTILITY SERVICES

The Lessee shall not make any alterations to said leased Premises or facilities connected therewith or add any utility service until plans showing the design and nature of the proposed alterations to said leased Premises or facilities connected therewith and said utility services have been approved in writing by the Municipality and all such alterations to said leased Premises or facilities connected therewith shall be made and thereafter maintained by and at the cost of the Lessee to the satisfaction of the Municipality. The Municipality shall, notwithstanding the above, have the right to refuse to approve such alterations and such approval may be unreasonably withheld.

5.11 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to or in said leased Premises which by their nature are determined to be fixtures shall upon termination of this agreement, except and subject as in this Lease is otherwise specifically provided, be vested in title in the Municipality without any payment of compensation to the Lessee in respect of the repairs, alterations, improvements or replacements; nevertheless, the Municipality shall have the option of requiring or compelling the Lessee upon written notice, to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased Premises to its original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.12 COMPLIANCE WITH REGULATIONS

The Lessee shall in all respects abide by, and comply with, all applicable lawful rules, regulations and By-Laws of the Federal Government, Provincial Government, Municipal Government, or any other governing body whatsoever and with all local police, health, or fire regulations or By-laws, in any manner affecting said leased Premises.

ARTICLE 6 ASSIGNMENT

6.1 ASSIGNMENT

- a) The Lessee shall not transfer, by lease, sale or otherwise, nor share, their right to operate the Canteen, without the written consent of the Municipality, and the Municipality shall not be bound to grant such consent.
- b) In lieu of approving the transfer of the Canteen, the Municipality may terminate this agreement and call new tenders for the operation of the Canteen or make such other arrangements as it sees fit.

ARTICLE 7 LIABILITY AND INDEMNITY

7.1 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Municipality or any of its officers, servants or agents for detriment, damage, accident or damage, of any nature whatsoever or howsoever caused to the leased Premises, or to any person or property, including any structures, erections, equipment, material, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the leased Premises or in the said building, unless such damage or damage is due to the negligence of any officer, servant or agent of the Municipality while acting within the scope of his duties or employment. Provided, however, that the Municipality shall not be liable for indirect or consequential damages of any kind arising from any default of the Municipality, its officers, servants, or agents.

7.2 INDEMNITY AND INSURANCE

- a) The Lessee shall at all times indemnify and save harmless the Municipality or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Municipality while acting within the scope of his duties or employment.
- b) Without limiting the generality of this Clause, the Lessee shall indemnify and hold harmless the Municipality from all liability from whatever source, for pollution from any cause whatsoever to or escaping from the Premises and this indemnity shall survive the termination of this Lease.
- c) The Lessee shall, upon the execution of this Agreement, procure and maintain for itself and for the Municipality the usual and customary insurance coverage including comprehensive general liability with an inclusive limit for bodily damage and property damage in an aggregate amount not less than \$2,000,000. It is understood and agreed that the Municipality shall be named as an "Additional Insured" on such policy of insurance. The Lessee shall deliver to the Municipality a valid Certificate of Insurance providing evidence of the insurance coverage procured and the Agreement of the Lessee's insurer not to cancel such policy without having first given the Municipality 30 day's prior written notice of such termination. The Lessee is responsible for ensuring the Municipality receives an updated Certificate of Insurance when required.
- d) The Lessee agrees to pay the Municipality's \$2,500.00 deductible should a claim arise for any damage to the building in which the Premises are situated, or its furnishings or fixtures, and any part thereof due to any act of the Lessee, its agents or employees, or any person attending the said building by reason of the use thereof by the Lessee.

ARTICLE 8 DEFAULT AND RE-ENTRY

8.1 ACT OF DEFAULT

An Act of Default has occurred when:

- a) the Lessee has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- b) the Lessee has breached their covenants or failed to perform any of their obligations under this agreement, and:
 - i) the Municipality has given notice specifying the nature of the default and the steps required to correct it; and,
 - ii) the Lessee has failed to correct the default as required by the notice;

- c) the Lessee has;
 - i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - ii) had its property seized or attached in satisfaction of a judgment;
 - iii) had a receiver appointed;
 - iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Municipality's property;
 - v) taken action if the Lessee is a Municipality, with a view to winding up, dissolution or liquidation;
- d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- e) the Premises;
 - i) become vacant or remain unoccupied for a period of 30 consecutive days; or,
 - ii) are not opened for business in accordance with the provisions of this agreement; or,
 - iii) are used by any other person or persons, or for any other purpose than as provided for in this agreement without the written consent of the Municipality.

8.2 ACTION

When an Act of Default on the part of the Lessee has occurred:

- a) the current month's rent together with the next three months' rent shall become due and payable immediately; and,
- b) the Municipality shall have the right to terminate this agreement and to re-enter the Premises and deal with them as it may choose; or,
- c) should the Municipality choose not to terminate the agreement and re-enter the Premises, the Municipality shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Lessee and to charge the costs of such rectification to the Lessee.

8.3 WAIVER

No covenant, term, or condition of this agreement shall be deemed to have been waived by the Municipality unless the waiver is in writing and signed by the Municipality.

ARTICLE 9 GENERAL CONDITIONS

9.1 CONDUCT

The Lessee and their employees shall be required to follow the Municipality’s Employee Code of Conduct as well as adhere to the Respectful Workplace Policy as well as any current and relevant Workplace Safety Policies (i.e., Drug and Alcohol Policy, etc.) and shall always project a proper and professional image to the public and avoid negative public relations.

9.2 CONDIMENTS

Condiments may be placed in the arena foyer, provided they are placed on a shelf unit and placed so as to be out of the way of patrons.

9.3 INSPECTION

- a) The Municipality reserves the right to conduct monthly inspections of the facility and equipment.
- b) A comprehensive annual inspection will be performed by the Municipality.

9.4 NOTICE

- a) Any notice required or permitted to be given by one party to the other pursuant to the terms of this agreement may be given to:

The Municipality at:
Riverdale Municipality
670-2nd Ave, P.O. Box 520
Rivers, MB R0K1X0
Attn: Chief Administrative Officer
Phone: (204) 328-5300
Email: cao@riverdalemb.ca

The Lessee at the Premises or at:

Name: _____

Address: _____

Phone: _____

Email: _____

- b) The above addresses may be changed at any time by giving ten (10) days written notice.

- c) Any notice given by one party to the other, in accordance with the provisions of this agreement, shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed or emailed.

9.5 INTERPRETATION

- a) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and Municipality's and vice versa.
- b) Unless the context otherwise requires, the word "Municipality" and the word "Lessee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Municipality and Lessee, respectively.
- c) When there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.

9.6 ENTIRE AGREEMENT

This agreement shall be deemed to constitute the entire agreement between the Municipality and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations and documents in relation hereto made by any party to this Lease.

9.7 NO IMPLIED OBLIGATIONS

No implied obligations of any kind by or on behalf of the Municipality shall arise from anything in this lease and the express covenants and agreements herein contained and made by the Municipality are the only covenants and agreements upon which any rights against the Municipality may be founded.

9.8 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this lease shall be separately valid and enforceable to the fullest extent permitted by law.

9.9 WAIVER NEGATED

The failure by the Municipality or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

9.10 DIFFERENCES

All matters of difference arising between the Municipality and the Lessee in any matter connected with or arising out of this agreement whether as to interpretation or otherwise, shall be determined by the Municipality but without prejudice to any recourse available under law.

9.11 COMPLAINTS

Any complaints concerning the operation of the Canteen which come to the attention of the Municipality shall be in writing and shall forthwith be forwarded to the Facility Manager and, in turn, to the Lessee.

9.12 RENEWAL

This agreement may be extended by the Municipality for a mutually agreeable timeframe provided written notice of intent has been received sixty (60) days prior to the expiration date. The extension shall be completed, by mutual written consent of both parties prior to the expiration date. At this time the base rental rate shall be renegotiated.

The Parties have executed the Agreement on the dates set out below.

LESSEE

Name:

Date

Signed, sealed and delivered in the presence of

Witness

Name:
Title:

RIVERDALE MUNICIPALITY

Date:

Name: Marci Quane
Title: Chief Administrative Officer

Signed, sealed and delivered in the presence of

Witness

Name:
Title:

Appendix B



Riverdale Community Centre Canteen Bid

Name of Operator/Business: _____

Address: _____

Telephone: _____ Cell: _____ Fax: _____

E mail: _____

Contact: _____

Title: _____

Proposed Monthly Rent to Riverdale Municipality (excluding applicable taxes)	\$
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Experience

Please list relevant experience below.

Proposed Menu Including Prices

Please attach additional page(s) if more space is needed.

Management and Staffing Proposal

Please list your plan for staffing and management of the canteen.

References

Please list three (3) related references below.

Value Added Services

Describe any innovative ideas or value-added services that will be provided while operating the canteen. Riverdale Municipality will consider the proposed services when reviewing and evaluating the proposal.

I/We, the undersigned, herewith propose to supply Canteen Services, in accordance with the specifications issued by the Municipality as per Appendix B of request for proposal documents advertised.

Name of Operator/Business: _____

Authorized Signature: _____