

City of Coquitlam

Request for Expressions of Interest

RFEI No. 23-097

Street Vending Program Operators

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SUMMARY OF KEY INFORMATION

RFEI Reference	RFEI No. 23-097 Street Vending Program Operators
Overview of the Opportunity	The purpose of this RFEI is to obtain Submissions from parties interested in selling goods from self-contained vehicles on designated City owned properties. For the Street Vending Program Operators .
Closing Date and Time	2:00 pm local time Wednesday, February 28, 2024
Instructions for Application Submission	Submissions are to be returned in Microsoft Word and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid <ol style="list-style-type: none"> 1. In the "Subject Field" enter: RFP Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.) Phone 604-927-3037 should assistance be required.
Obtaining RFP Documents	RFEI Documents are available for download from the City of Coquitlam's website: https://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Respondents.
Instructions to Respondents	The guidelines for participation that will apply to this RFP are posted on the City's website: Instructions to Respondents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca Questions received after that time may not receive a response.
Addenda	Respondents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Submissions may be withdrawn by written notice only, made by an authorized representative of the Respondent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.

DEFINITIONS

In this RFEI, the following terms will have the meaning set out below:

“Agreement” “Contract” means [Appendix B - Street Vending Licence of Occupation Agreement](#) that will be issued to formalize with the successful Respondent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Submission, Specifications, Appendices, any additional subsequent information, any addenda issued, the Respondent’s response and acceptance by the City.

“City” “Owner” means City of Coquitlam;

“Preferred Respondent” means a Respondent selected by the Evaluation Committee to participate in a subsequent RFP process or enter into negotiations for a Contract.

“Respondent” means responder to this Request for Expressions of Interest;

“RFEI” means this Request for Expression of Interest.

“Services” means and includes anything and everything required to be done by the successful **Respondent** for the fulfillment and completion of the Contract as described in this RFEI.

“Submission” means the submission by the Respondent;

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

1 REQUEST FOR EXPRESSIONS OF INTEREST

1.1 Acknowledgement

The City acknowledges with gratitude and respect that the name Coquitlam was derived from the hə́hǵəmiḥə́m word kʷikʷə́łəm (kwee-kwuh-tlum) meaning “Red Fish Up the River”. The City is honoured to be located on the kʷikʷə́łəm (Kwikwetlem) traditional and ancestral lands, including those parts that were historically shared with the sǵə́ciyaʔ təməxʷ (Katzie), and other Coast Salish Peoples.

1.2 Introduction

The City of Coquitlam ('City') is seeking expressions of interest from businesses interested in operating as street vendors ('Operators') on designated City owned properties. The successful Operator(s) will provide food services and/or sell other products from self-contained street vending vehicles or street vending carts, which reflect the needs and desires of the diverse community. The street vending program will provide an attractive amenity for the residents of and visitors to Coquitlam at a reasonable cost.

1.3 Purpose

The City is intending to continue its Street Vending Program that will:

- Enhance a vibrant community environment;
- Provide a reliable and consistent level of service to residents and visitors to the City;
- Provide a variety of quality food and beverages at reasonable prices; and
- Ensure that the community's right of choice is recognized and preserved.

The City is primarily interested in entering into agreements with Operators providing food services. However, the City will consider applications from Operators who are interested in selling products other than food (e.g. Flower Vendors).

The intention of the City is to enter into up to ten (10) separate licences of occupation with Operators; one licence of occupation per Site.

1.4 Current Approved Sites

Site	Location	Eligibility
1	West side of Pinetree Way – front of Douglas College	Street vending vehicles or street vending carts .
2	West side of Pinetree Way – front of Douglas College	Street vending vehicles or street vending carts .
3	East Side of Pinetree Way adjacent to Town Centre Park/Evergreen - Sky Train Plaza	Street vending vehicles or street vending carts .
4	East Side of Pinetree Way adjacent to Town Centre Park/Evergreen - Sky Train Plaza	Street vending vehicles or street vending carts .
5	Evergreen Sky Train Plaza	Street vending carts

6	Southwest Corner of Guildford Way & Pinetree Way in the Park & Ride Parking lot	Street vending vehicles or street vending carts .
7	Southwest corner of Poirier St & Foster Ave	Street vending vehicles or street vending carts .
8	Northeast side on Hartley Ave east of Schooner Street (outside of Home Depot parking lot)	Street vending vehicles or street vending carts .

1.5 Applicant Requested Sites

Applicant Suggested Sites: City owned and controlled property, excluding parkland.

The City may issue up to two (2) more street vending licences for vending **vehicles** or street vending **carts** on City owned or controlled streets, sidewalks and boulevards. Additional information is required to apply for these sites and is outlined in the Application Information and Selection Process section of this document. Please note that the proposed vending sites must be at least 30 meters from any existing restaurant business, or, in the case of a non-food operator, 30 meters from any existing business selling similar products.

1.6 Details of Each Site

The approximate location of each pre-approved Site in relation to City streets is shown on the maps included in [Appendix A - Vending Locations - Maps](#).

These are approximate locations. The exact locations will be set out in a Street Vending Licence of Occupation Agreement between Operators and the City.

1.7 Operator Requirements

Within **15 days** of notification from the City, the selected Operators will be required to:

- Provide evidence to the City (e.g., Lower Mainland Food Vendor decal) that the street vending cart or street vending vehicle is in compliance with the Fire Code as determined by the City of Coquitlam Fire Department (refer to [Appendix C - City Inspection Policy – Food Vending Vehicles](#));
- Commercial General Liability (CGL) insurance \$2M coverage provided on the [City's Standard Insurance Form](#)
- Provide evidence to the City (e.g., Permit to Operate and decal) that the street vending cart or street vending vehicle is in compliance with the requirements of the Fraser Health Authority or Vancouver Coastal Health Authority;
- Provide evidence to the City of Automobile Liability Insurance providing coverage for death, bodily injury, property loss and damage arising out of or in connection with the Street Vending Vehicle in an amount not less than \$2,000,000 per occurrence for the street vending cart or street vending vehicle proposed for use in the Street Vendor Program.
- Pay to the City the applicable licence fee and taxes;
- Pay to the City a \$1,000 damage deposit;

- g) Enter into [Appendix B – Street Vending Licence of Occupation Agreement](#) with the City once all other requirements have been met.

Failure to meet the above noted requirements may result in the loss of the site and Licence.

1.8 Term

The City intends to enter into one (1) year Agreements at all sites from April 1 to March 31 (the Street Vending Program year). While the licences may be renewed on mutual agreement between the parties, the City will conduct a yearly intake and evaluation of applications to the Street Vending Program.

The City may enter into a less than one (1) year agreement at any site at its sole discretion. Any mid-year licences will be for the remainder of the Street Vending Program year.

1.9 Application Timeline

The City will accept applications to the 2024 Street Vendor Program year until the date noted in the summary of key information. After licences and sites have been assigned through the selection process, applications will be accepted on an ongoing basis until all of the remaining available licences and sites have been awarded for the 2024 Street Vendor Program year.

2 APPLICATION INFORMATION AND SELECTION PROCESS

2.1 Application Requirements

Interested businesses and entrepreneurs are requested to provide the following information which will be evaluated by the City:

a) For City Approved Sites:

- I. **Corporate** - Company profile, number of years of relevant experience in similar or other successful operations
- II. **Sites** - Indicate which Site(s) you are interested in **and** which Site(s) are preferred.
- III. **Equipment** - Indicate whether you are interested in operating a street vending cart or street vending vehicle. Provide dimensions, pictures, description and indicate the power source of the street vending equipment. Applicants are encouraged to check the actual size of the available sites to ensure their equipment will fit the area.
- IV. **Schedule and Commitment**- Indicate the number of days per week and hours of operation during the Term that you would commit to operating at the Site. Indicate any seasonal variances.
- V. **Marketing** – Provide a brief summary as to why your business would be well suited as an Operator to provide the street vending services to the community for each site. Share your vision and operating principles including, but not limited to:
 - Menu planning, course offerings and quality, or other products if food and beverages are not being sold
 - How you would connect with and involve the community
 - Appearance and presentation
 - Promotion, marketing and placement of services
 - Value Added – what is exceptional about the service, products and Operator(s)
 - Other relevant information
- VI. **Sustainability – Describe your ability to minimize environmental impact and provide social and economic benefits to the community:**
 - manage and minimize waste
 - use of compostable supplies
 - sourcing local products
 - energy efficient equipment
 - minimize environmental impact and improve economic and social benefits
- VII. **References and Experience- including contact information.**

b) For Applicant Suggested Sites:

- I. Provide all of the information required for City Approved Sites other than the preferred City Approved Site (i.e., part b) noted above.

- II. **Sketch Plan** – Provide a description of the desired operating location including nearest street address, the vending vehicle or vending cart proposed for use, and include a diagram (may be hand drawn) showing the proposed location and orientation of the vending vehicle or vending cart at the operating location.
- III. **Operation Plan** – Provide a description of the proposed flow of customers to and from the vending vehicle or cart and the expected mode of transportation of those customers to the site.

2.2 Evaluation and Selection Process

The City will evaluate the information provided in the application and rank the applications based on their total evaluation score. The City reserves the right to consider other criteria that may become evident during the evaluation process to provide best value and meet community objectives. The City will give preference to candidates which are business ready. The City may consider whether an applicant fulfilled its commitments made in its application to the Program in previous years (e.g., attended its site, followed the City's bylaw requirements, etc.).

Sites and licences will be offered and assigned based on the ranking of the application evaluations. The highest ranked applicant will be offered its preferred site as noted in its application. The next highest ranked applicant will be offered its preference of the remaining sites available noted in its application. This pattern is followed until the remaining sites and licences have been assigned. If all of an applicant's preferred sites are assigned, the next highest ranked applicant with a preference for an available remaining site will be offered the available site.

If an applicant notes an applicant suggested site within its list of preferred sites, the applicant will retain first priority for that site pending City approval but the next highest ranked applicants with City Approved site preferences that remain available will be offered a City Approved Site.

After licences and sites have been assigned through the selection process, applications will be accepted on an ongoing basis throughout the Street Vending Program year until all of the available licences and sites have been assigned. All licences will expire prior to the beginning of the next Street Vending Program year (April 1).

For the *Applicant Suggested Sites*, the City will consider the following:

- Physically adequate to accommodate a cart or truck. For vehicles, there must be a safe and lawful parking spot that can be occupied for an extended period without detriment to the surrounding facilities and parking availability. For carts, the spots need to be separated from the travelled portions of the sidewalk and road to allow safe passage for pedestrians.
- Sufficient space for patrons. Consideration of whether customers will be walking or arriving by vehicle (or both) factor into determining whether there is sufficient sidewalk/boulevard area for lining up and eating and/or on-street parking for drive-by customers.

- Availability of public trash cans. Although vendors are required to provide a garbage container and keep their immediate area clean, impact on other City sanitation services is considered. It is preferable to find sites with public trash cans within walking and eating distance from the site, particularly for vendors relying largely on walk-up customers.
- Adequacy of street lighting. As the program becomes more robust it is hoped that vending may extend into hours of darkness. For vendor and patron safety, proximity to street lighting is considered.
- Minimal parking impacts. For vending vehicles, it is important that the vendor be accommodated within the existing street parking allowance, without significant impact on others. Vending vehicles need to be sited in ways that will not increase the likelihood of others, such as customers, committing parking violations.
- Compatibility with neighboring businesses selling similar products. Operators should be aware that:
 - a) Vending vehicles and carts **must** be located at least 30 meters away from an existing restaurant business;
 - b) In the case of non-food Operators, vending vehicles and carts **must** be located 30 meters from any existing business selling substantially similar products.

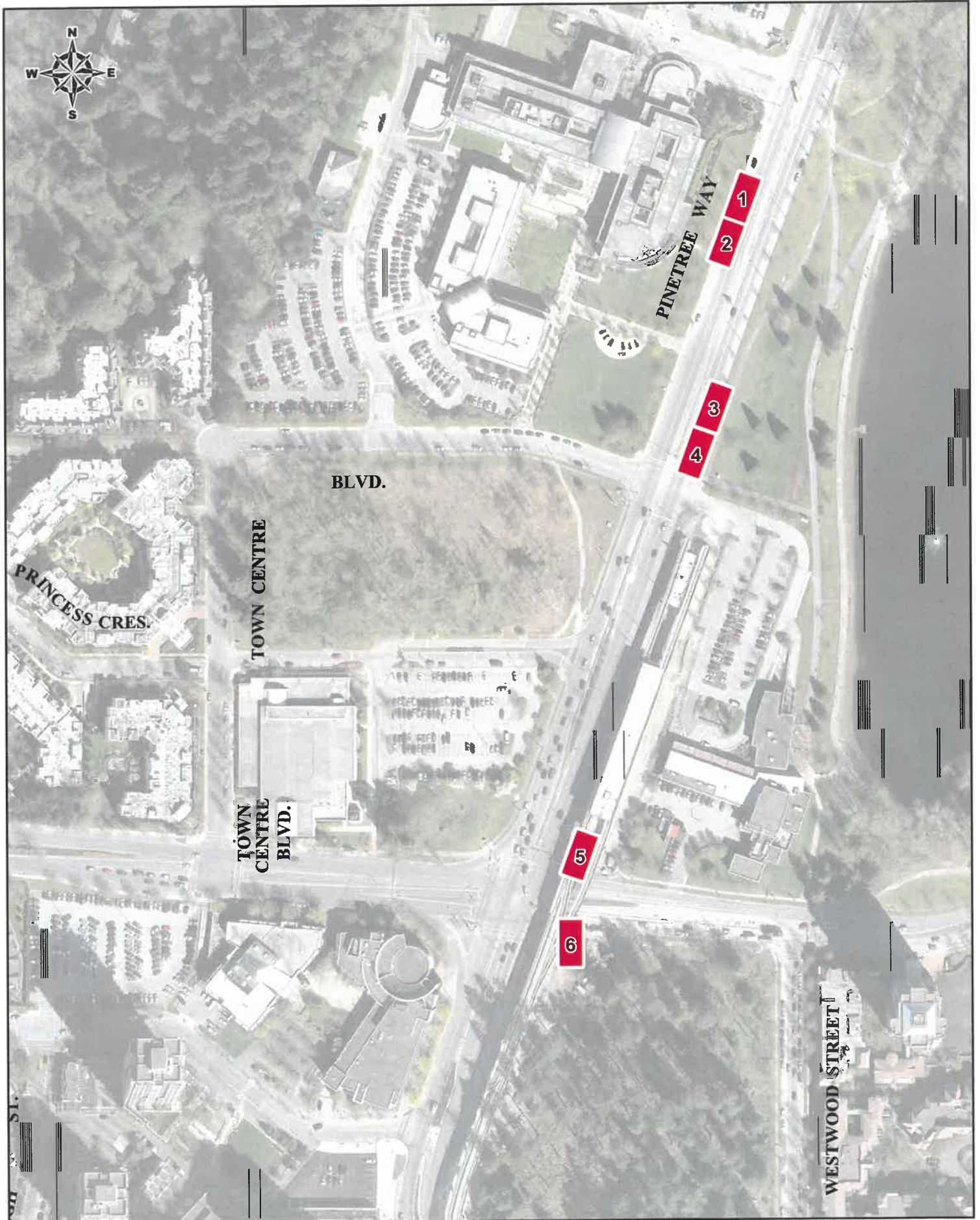
We thank all candidates for their interest; however, only those short listed will be contacted.

The evaluation will be confidential and no totals or scores will be provided to any of the Applicants.

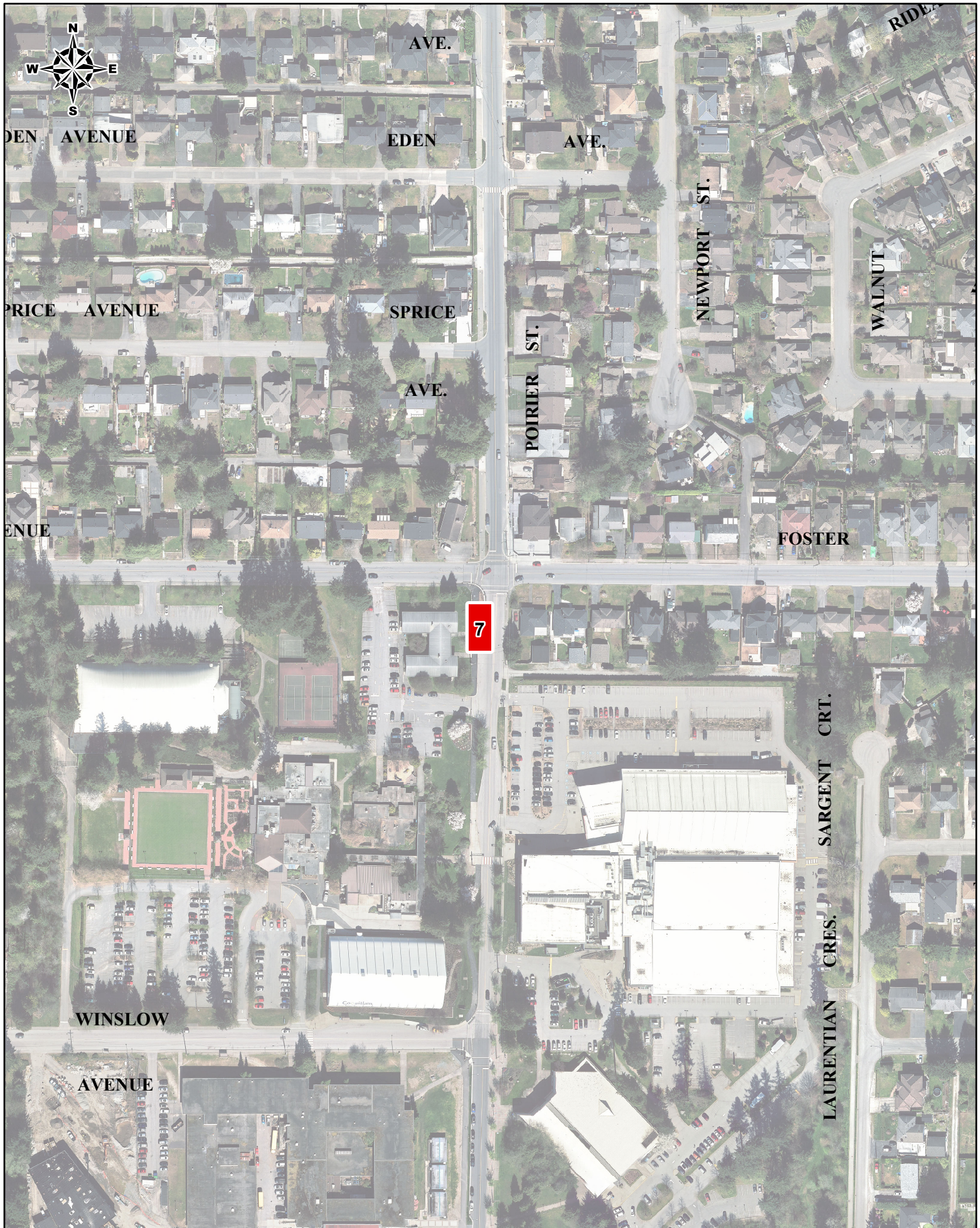
APPENDIX A

VENDING LOCATIONS - MAPS

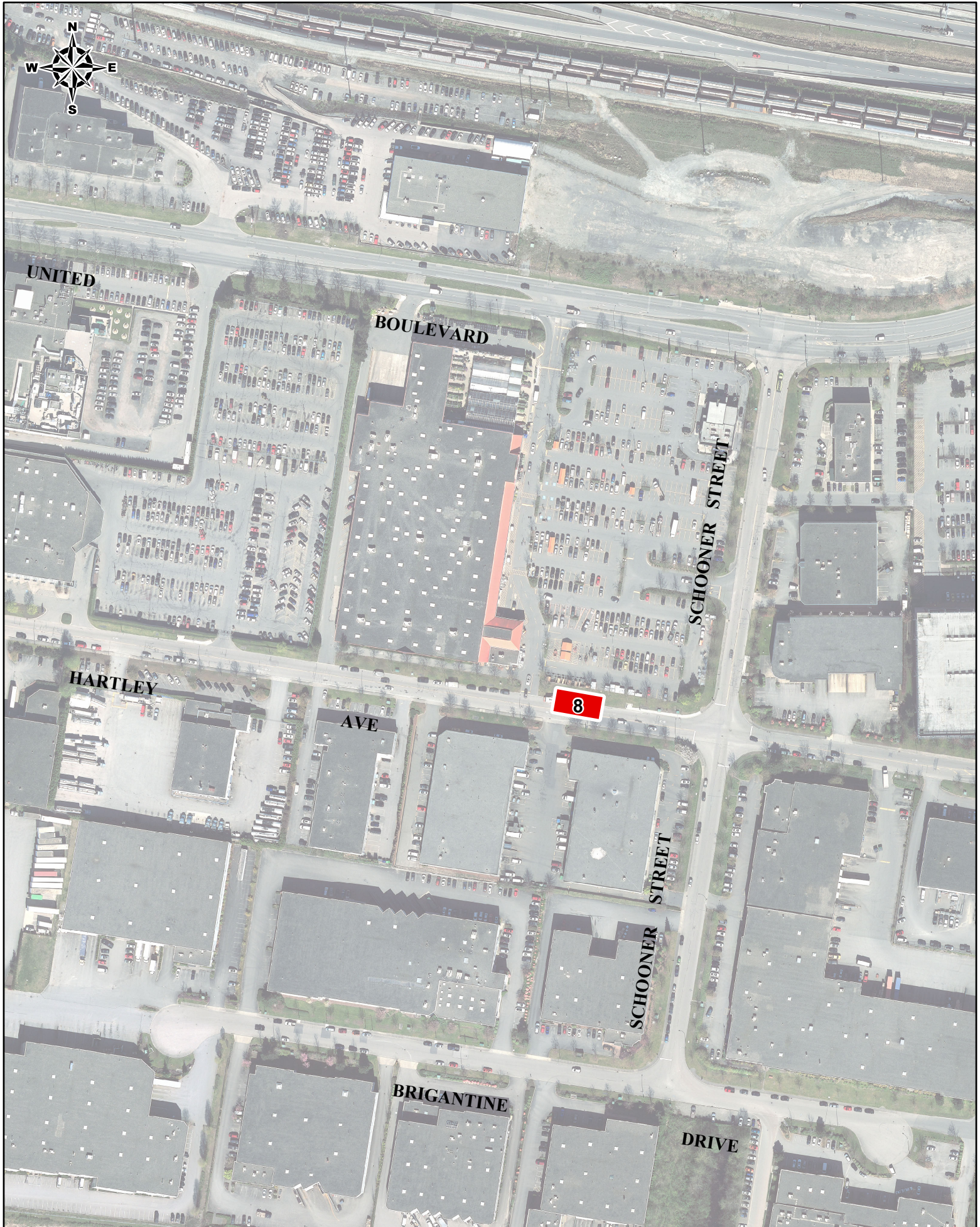
Vending Cart Locations, Map 1



Vending Cart Locations, Map 2



Vending Cart Locations, Map 3



APPENDIX B

STREET VENDING LICENCE OCCUPATION AGREEMENT

STREET VENDING LICENCE OF OCCUPATION AGREEMENT

THIS AGREEMENT dated for reference the ___ day of ____, 20__ is

BETWEEN:

CITY OF COQUITLAM, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c. 323 with its offices at 3000 Guildford Way, Coquitlam, BC V3B 7N2

(the “City”)

AND: *[Insert Corporate or Individual Name and address (e.g. “Mrs. Hot Dog Ltd. or John Smith”).]*

(the “Vendor”)

WHEREAS:

- A. In accordance with section 35 of the *Community Charter*, S.B.C. 2003, c. 26, the soil and freehold or the right of possession of every highway, including every street, road, lane, bridge, viaduct and every other way open to public use, within the City of Coquitlam is vested in the City;
- B. The Vendor wishes to use and occupy that portion of City highway shown outlined in heavy black on the sketch plan attached as Schedule “A” (the “Licence Area”), for the purpose of locating and operating a street vending vehicle or street vending cart (the “Street Vending Vehicle”);
- C. The City wishes to grant to the Vendor a non-exclusive licence to use the Licence Area for the purpose of locating and operating the Street Vending Vehicle on the terms and conditions of this Agreement;

THIS AGREEMENT is evidence that, in consideration of the licence fee to be paid and the promises exchanged below, and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the City and the Vendor agree as follows:

1. **Licence** – The City hereby grants to the Vendor a non-exclusive right to enter upon and use the Licence Area on the terms and conditions set out in this Agreement.
2. **Purpose** – The Vendor must only use the Licence Area for the purpose of locating and operating the Street Vending Vehicle in accordance with the terms and conditions of this Agreement.
3. **Term** – The term of this licence is *[insert number of months]* (the “Term”), commencing on *[Date]* (the “Commencement Date”) and expiring on *[Date]* (the “Expiration Date”).
4. **Renewal** – If the Vendor wishes to renew this Agreement, the Vendor may, by providing notice to the City no less than 90 days before the expiry of the Term, request a renewal of this Agreement. If, upon receiving such request, the City wishes, in its sole discretion, to accept the requested renewal of this Agreement, it shall provide notice of acceptance to the Vendor and upon giving such notice this Agreement shall be renewed, on the same terms and conditions (including this renewal provision) for a further term of not more than one (1) year.
5. **Licence Fee** – The Vendor shall pay to the City a licence fee in the amount set out in the City’s Business Licence Bylaw and Fees and Charges Bylaw (the “Licence Fee”), plus taxes, which Licence Fee is payable as set out in the City’s Business Licence Bylaw. Where the Vendor is required to pay lost parking revenues under the Fees and Charges Bylaw, the Vendor shall pay the applicable fee in the manner described in the City’s Street and Traffic Bylaw No. 4402, 2014.
6. **Taxes** – The Licence Fee does not include HST, GST or PST (as may be applicable from time to time during the Term) and the Vendor shall pay to the City all applicable HST, GST and PST and/or other taxes that are legally imposed from time to time.
7. **Vendor’s Covenants and Obligations** – The Vendor shall:
 - (a) promptly pay the Licence Fee and all applicable taxes when due;
 - (b) use the Licence Area only for the purpose set out in section 2;
 - (c) remove the Street Vending Vehicle from the Licence Area at any time it is unattended by the Vendor;
 - (d) not operate between the hours of 9:00 p.m. and 8:00 a.m.;
 - (e) provide and post at the Street Vending Vehicle a menu of food and beverage items available for sale each day;
 - (f) not serve any alcohol or tobacco products at the Street Vending Vehicle;
 - (g) not use or provide individual packaged condiments;
 - (h) provide a garbage container and pick up all garbage and debris within 100 meters of the Licence Area which results from the business operation;
 - (i) dispose of grey water at an approved sani-dump location;

- (j) provide its own generator to supply power to the Street Vending Vehicle, the noise level from such generator not to be unreasonable, as determined by the City in its sole discretion;
- (k) not cause, maintain or permit anything that may be or become a nuisance or annoyance on or from the Licence Area to other users of the Licence Area, or to any adjacent owners or occupiers of lands, or to the public, including by the accumulation of rubbish or unused personal property of any kind, or by sound emitted from a power generator provided in accordance with subsection (j);
- (l) not commit or allow any voluntary waste or destruction of the Licence Area;
- (m) not erect or display any sign or notice on or in the Licence Area unless the sign or notice has first been approved by the City;
- (n) employ and provide the services of such staff as are necessary to safely and efficiently carry out the obligations and responsibilities of the Vendor under this Agreement, and shall train, supervise and remunerate or cause to be hired, trained, supervised and remunerated, all employees required to safely and efficiently carry out the obligations and responsibilities of the Vendor under this Agreement;
- (o) obtain, in respect of every person hired to carry out the obligations and responsibilities of the Vendor under this Agreement, a complete and current criminal record check with satisfactory results;
- (p) ensure that all workers' compensation regulations and requirements are adhered to in the operation of the Street Vending Vehicle;
- (q) carry on its activities in, on and from the Licence Area in compliance with any and all statutes, enactments, bylaws, regulations and orders from time to time in force (including all environmental laws, all health and safety regulations, and all City bylaws and regulations respecting fire, traffic safety and sanitation), and shall obtain the required licences (including a street vending licence from the City), permits and approvals thereunder and not to do or omit to do anything upon or from the Licence Area in contravention thereof;
- (r) maintain the Street Vending Vehicle in good and working order;
- (s) move the Street Vending Vehicle when requested to do so by City staff;
- (t) pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Vendor's use of the Licence Area, including without limitation all utility charges for utilities serving the Street Vending Vehicle;
- (u) on the first day of each month during the Term, provide to the City a consolidated list of the dates and times the Vendor was operating at the Licence Area up to that point during the Term.

8. **Performance at Vendor's Cost** – All obligations to be performed by the Vendor under this Agreement shall be performed at its own cost.

9. **Security Deposit** – Upon execution of this Agreement by the Vendor, the Vendor shall pay to the City a deposit in the amount of \$1,000.00 as security for the performance of the Vendor's obligations under this Agreement (the "Deposit").

10. **Vendor's Representations and Warranties** – The Vendor represents and warrants to the City that:
- (a) the Street Vending Vehicle is a single fully-contained unit;
 - (b) the Street Vending Vehicle is capable of being moved on its own wheels without alteration or preparation;
 - (c) the Vendor is a corporation validly incorporated and in good standing under the laws of British Columbia; *[use if Vendor is corporate entity]*
 - (d) the Vendor has the power and capacity to enter into and carry out the obligations under this Agreement; and *[use if Vendor is corporate entity]*
 - (e) the Vendor has completed all necessary resolutions and other preconditions to the validity of this Agreement. *[use if Vendor is corporate entity]*
11. **Vendor's Acknowledgments and Agreements** – The Vendor acknowledges and agrees that:
- (a) the Vendor will not have access to any water or power connection at the Licence Area;
 - (b) the Vendor accepts the Licence Area on an “as is basis”, without any representations or assurances from the City as to the state or condition of the Licence Area or the suitability of the Licence Area for the Vendor’s purposes; and
 - (c) this Agreement creates a non-exclusive contractual licence only and the Vendor acquires no interest in the Licence Area or any other land vested in or held by the City but only the non-exclusive right to use the Licence Area in accordance with the terms and conditions of this Agreement.
12. **Insurance** – The Vendor shall obtain and maintain during the Term:
- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the Vendor’s operations at and use of the Licence Area in an amount of not less than \$2,000,000.00 per occurrence; and
 - (b) automobile liability insurance providing coverage for death, bodily injury, property loss and damage arising out of or in connection with the Street Vending Vehicle in an amount of not less than \$2,000,000.00 per occurrence.
13. **Insurance Policies** – All insurance policies required to be taken out by the Vendor shall be with companies satisfactory to the City and shall:
- (a) name the City as an additional insured;
 - (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Vendor which might otherwise result in the avoidance of a claim that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the City

- and that any coverage carried by the City is excess coverage;
 - (e) not be cancelled without the insurer providing the City with 30 clear days written notice stating when such cancellation is to be effective;
 - (f) not include a deductible greater than \$5,000.00 per occurrence;
 - (g) include a cross liability clause; and
 - (h) be on other terms acceptable to the City.
14. **Release** – The Vendor hereby releases the City and its elected and appointed officials, officers, employees, contractors and agents from and against all demands and claims, which the Vendor may have, now or in the future, in relation to this Agreement and the Licence Area.
15. **Indemnity** – The Vendor hereby indemnifies and saves harmless the City and its elected and appointed officials, officers, employees, contractors and agents from and against any and all liabilities, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harm, whether known or unknown, whether in relation to death, bodily injury, property loss, property damage or other loss or damage of any kind whatsoever, arising from or in connection with:
- (a) the Vendor's use or occupation of the Licence Area;
 - (b) the Vendor's operation, use and removal of the Street Vending Vehicle;
 - (c) fulfillment by the Vendor of any term or covenant in this Agreement;
 - (d) any default or breach of the Vendor under this Agreement;
 - (e) any contamination of the Licence Area or any contamination of the surrounding property resulting from the Vendor's use or occupation of the Licence Area; or
 - (f) any act, omission, negligence or wrongful conduct of the Vendor or any of its agents, employees, contractors, volunteers, invitees and others for whom it is responsible.

No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the City shall relieve the Vendor from liability to the City, whether such liability arises under this Agreement or otherwise.

All indemnities shall survive the expiration or earlier termination of this Agreement.

16. **Prime Contractor's Declaration as Per *Workers' Compensation Act*** – The Vendor acknowledges and agrees that, in accordance with sections 118 and 119 of the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, the Vendor is the "Prime Contractor" and is qualified to act as the "Prime Contractor". The Vendor accepts the duties and responsibilities for coordination of health and safety in accordance with the *Workers Compensation Act*. The Vendor further agrees that it will do everything necessary to establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act* and the Regulations thereto.

17. **Inspections** – The Vendor acknowledges that the City, by its authorized representatives, may carry out inspections of the Street Vending Vehicle and the Licence Area at any time for the purpose of determining whether the Vendor is complying with its obligations under this Agreement.
18. **Order to Correct Default** – If the City considers the Vendor to be in breach of any of its obligations under this Agreement, the City may give to the Vendor a written notice requiring correction of such default within the time specified in the notice.
19. **Action on Vendor's Default** – The Vendor must promptly correct its default according to any notice received from the City under section 18 and, if the Vendor fails to do so, the City may, but is not obligated to, cause such default to be corrected at the Vendor's cost, and may use the Deposit for such purpose.
20. **Termination** – The City may terminate this Agreement by giving notice of immediate termination to the Vendor:
 - (a) in the event of bankruptcy or insolvency or the taking of any proceedings toward dissolution or winding up of the Vendor or if demand for payment is made upon the Vendor by its bank or a foreclosure action is commenced against the Vendor by its bank;
 - (b) if the Vendor fails to abide by any term or obligation of this Agreement and fails to rectify the default within the time specified in the written notice from the City requiring rectification of the default; or
 - (c) for any reason on providing thirty (30) days notice to the Vendor and refunding the Licence Fee on a daily pro rated basis.

Such termination shall not relieve the Vendor from liability for any default by the Vendor in its obligations under this Agreement prior to such termination taking effect.

21. **Surrender** – On the Expiry Date or earlier termination of this Agreement, the Vendor shall cease all use and occupation of the Licence Area and shall leave the Licence Area in a clean, tidy and safe condition and clear from any contamination arising since the Commencement Date, and the City shall repay to the Vendor any portion of the Deposit not used by the City in accordance with this Agreement.
22. **No Assignment** – The Vendor shall not assign this Agreement in whole or in part.
23. **No Joint Venture** – Nothing in this Agreement makes the City and the Vendor joint venturers, partners or agents of the other.
24. **Independent Contractor** – In all respects, the Vendor is an independent contractor entitled to use its own methods provided the result is the operation of the Street Vending Vehicle in accordance with this Agreement.

25. **Notices** – All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission, sent by electronic mail to the address provided by the Vendor or forwarded by first-class prepaid express mail to the addresses set forth on the first page of this Agreement, or such other address as may from time to time be notified in writing by the parties. Any notice delivered or sent by hand, electronic mail or by facsimile shall be deemed to be given and received at the time of sending or posting. Any notice mailed shall be deemed to have been given and received 3 days after it is posted, provided that if there should be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by mail, then such notice shall only be effective once delivered.
26. **Time of the Essence** – Time is of the essence respecting this Agreement.
27. **Further Assurances** – The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
28. **Entire Agreement** – This Agreement is the entire agreement between the parties and neither the Vendor nor the City has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.
29. **Amendments** – No amendments to this Agreement shall be valid unless evidenced by written agreement executed by the Vendor and the City.
30. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced; and
 - (f) reference to a "party" is a reference to a party to this Agreement and to its respective corporate successors, trustees, administrators and receivers.
31. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

32. **Laws of British Columbia** – This Agreement shall be governed by and construed according to the laws of the Province of British Columbia.
33. **Waiver** – Waiver by the City of any default by the Vendor shall not be deemed to be a waiver of any subsequent default by the Vendor. All waivers must be in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

CITY OF COQUITLAM by its authorized
signatory(ies):

Mayor

Corporate Officer

Date

[NAME OF CORPORATION] by its authorized
signatory(ies): **[Use if Vendor is corporate
entity/delete if not]**

Name

Name

Date

**[NAME OF INDIVIDUAL] [Use if Vendor is
individual/delete if not]**

Name of Individual

Signed in the presence of:

Witness:

Address:

Date:

SCHEDULE “A”

Location of Licence Area

APPENDIX C

CITY INSPECTION POLICY – FOOD VENDING VEHICLES

CITY OF COQUITLAM

FP DIVISION

POLICY - Inspections

FOOD VENDING VEHICLES	Policy #1.08	Page 1 of 3
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PURPOSE:

To provide guidelines to ensure that mobile food vending vehicles comply with applicable fire safety requirements.

SCOPE:

All members of the Fire Prevention Division conducting inspections.

DISCUSSION:

Division A, Sentence 1.1.1.1.(1), states that the BC Fire Code applies to all new and existing buildings and facilities. Although not a defined term within the Code, Appendix reference A-1.1.1.1.(1) states that for the purposes of Sentence 1.1.1.1.(1), “facilities” is used in its broadest sense to include all premises that are not included in the definition of “building” in the Code, such as equipment.

Further, Division B of the Fire Code regulates commercial cooking equipment as follows:

- Sentence 2.6.1.9.(1) states, “Commercial cooking equipment exhaust and fire protection systems shall be designed and installed in conformance with the British Columbia Building Code.”
- Sentence 2.6.1.9.(2) states, “Except as required in Sentences (3) to (5), the use, inspection and maintenance of commercial cooking equipment exhaust and fire protection systems shall be in conformance with NFPA 96, “Ventilation Control and Fire Protection of Commercial Cooking Operations.”
- Sentence 2.6.1.9.(1) also references the BC Building Code. Sentence 6.2.2.7.(1) of the Building Code requires that systems for the ventilation of commercial cooking equipment shall be designed, constructed and installed to conform to NFPA 96.

Based on the preceding discussion, motor vehicles or trailers containing fixed equipment used for the cooking of food producing grease laden vapours are considered as a “facility” and thus are regulated by the requirements of the BC Fire Code.

POLICY:

The vehicle 'kitchen system' shall comply with the 2008 version of NFPA 96 standard for the installation and maintenance of the kitchen exhaust fan, hood, grease removal devices, cooking appliances and the fire suppression system.

CITY OF COQUITLAM

FP DIVISION

POLICY - Inspections

FOOD VENDING VEHICLES	Policy #1.08	Page 2 of 3
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It will be the policy of our department to:

1. Inspect mobile food vending vehicles containing fixed equipment used for the cooking of food producing grease laden vapours to ensure compliance with the BC Fire Code;
2. Conduct inspections of the vehicles on an annual basis; and
3. Track inspections of the mobile food vending vehicles similar to that for buildings.

PROCEDURE:

Some discretion shall be applied when inspecting new or existing cooking installations within vehicles. Not all of the requirements listed below will apply in each case. When inspecting mobile food vending vehicles or trailers, the following kitchen system specific rules and general facility requirements apply:

1. The operator shall provide to our department a copy of the following:
 - (a) Installer's verification that the fire suppression system has been installed and tested in conformance with NFPA 96 and is also compliant with ULC 1254.6 - 1995 (standard for "Fire Testing of Restaurant Cooking Area Fire Extinguishing System Units."); and
 - (b) Installer's verification that the exhaust fans, hood, ducts and grease removal devices have been installed in conformance with NFPA 96.
2. The operator shall provide to our department copies of inspection approvals (or other suitable verification) from the BC Safety Authority for:
 - (a) Electrical installation related to the kitchen facility; and
 - (b) Propane gas installation related to the kitchen facility.The inspection approvals must be current.
3. The operator shall provide proof that the vehicle meets the provincial commercial motor vehicle regulations.
4. *Cooking appliances must be listed (ULC/WH, etc.) or certified by the BCSA for commercial cooking purposes.*
5. *Propane cylinders and tanks shall be secured to the vehicle and located in compliance with the BC Safety Standards Act and pursuant regulations.*
6. 1 - K-Class type fire extinguisher and 1 - 5 lb. ABC type fire extinguisher shall be installed within the vehicle.
7. Adequate egress shall be provided for the kitchen preparation area of the vehicle.
8. The vehicle shall be equipped with fluorescent road cones that can be placed adjacent to the vehicle on the side of the truck facing the street (when parked for business.)
9. Annual and semi-annual inspection, testing and maintenance (ITM) for the kitchen hood, ducts, fan and fire suppression system shall be completed as per the frequency and methods identified in the NFPA 96 standard. ITM for these systems shall be performed by an ASTTBC (Applied Science Technologists and Technicians of BC) qualified technician and the associated equipment shall be tagged properly after servicing.

CITY OF COQUITLAM

FP DIVISION

POLICY - Inspections

FOOD VENDING VEHICLES	Policy #1.08	Page 3 of 3
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10. Exhaust hood, fan and ducts shall be cleaned at required intervals, by an ASTTBC qualified technician and the associated equipment shall be tagged properly after servicing.

11. Temporary electrical power installations, including generators, shall be proper gauge, rating, be protected from weather and vehicular traffic and be restricted from public access.

12. Tents and awnings associated with the vehicle shall be listed as conforming to ULC-S109, "Flame Tests of Flame-Resistant Fabrics and Films."

13. The operator shall comply with other applicable City Bylaws.

An inspection of the mobile food vending vehicle or trailer by our department will be required prior to opening for business.

The vehicle identification number (VIN) shall be recorded on the inspection report. Although these vehicles are mobile, the first inspection site (relative property address) of the vehicle will form its permanent location for recording of the first and subsequent inspection records in the FDM RMS property module. For example, the food truck Japadog was first located on the street adjacent to Douglas College in the summer of 2013. The inspection record will be related to 1250 Pinetree Way (the address for Douglas College.) Contact information shall also be recorded in the database relative to the vehicle inspection record.

Recording of the VIN for each vehicle will ensure that we inspect the same mobile unit from year to year.