



CITY OF COQUITLAM
Request for Information & Expression of Interest
RFIE No. 15-01-02

MOBILE VENDING OPERATORS 2015

The City will accept applications on an ongoing basis until all of the available licences have been awarded.

The first round of applications will be accepted **on or before 2:00 pm (local time)**
Thursday, March 12, 2015

RFIE documents may be obtained from the City's website:
<http://www.coquitlam.ca/BidOpportunities>

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

D. Trudeau, Purchasing Manager
Issue Date: January 16, 2015

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- Appendix A – Maps – Mobile Vending Locations (2 Pages)
- Appendix B – Mobile Vending Licence Agreement
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- Appendix D – Contact Information Form

1. **PURPOSE**

The City is intending to continue its Mobile 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;
- 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. Mobile 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.

2. **SITES**

A. **Current Sites**

The City is currently seeking Operator(s) to provide Mobile Vending Services at the following sites:

Site 1: West side of Pinetree Way in front of Douglas College

The City may issue up to two (2) mobile vending licences for vending **vehicles** at this site. One licence is currently held by an existing Operator at this site, and this licence may be renewed.

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

The City may issue up to five (5) mobile vending licences for vending **vehicles** or vending **carts** on City owned or controlled streets, sidewalks and boulevards. The 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 substantially similar products.

B. Future Sites (not currently available)

The City will be seeking Operator(s) to provide Mobile Vending Services at the following sites in 2016 after the completion of the Evergreen SkyTrain.

Site 2: East Side of Pinetree Way adjacent to Town Centre Park/Evergreen Skytrain Plaza

The City may issue up to two (2) mobile vending licences for either vending **vehicles** or vending **carts** at this site. The City may issue licences for vending **vehicles** to be located on Pinetree Way and/or licences for vending **carts** to be located at the SkyTrain Plaza.

Site 3: South-west corner of Lougheed Highway at Barnet Highway (north end of WestCoast Express/Coquitlam Centre Bus Terminus)

The City may issue one (1) mobile vending licence for a vending **cart** at this site.

The City is not yet accepting applications for the Future Sites (Site 2 and Site 3). The City will update and re-issue the RFIE when the sites become available and will be accepting applications at that time.

3. **DETAILS OF EACH SITE – Appendix “A” - MAP**

The approximate location of each pre-approved Site in relation to City streets is shown on the map. The currently available site (Site 1) is shown in yellow and future sites are shown in red (Site 2 and Site 3).

These are approximate locations. The exact locations will be set out in a licence of occupation between Operators and the City.

4. **OPERATOR REQUIREMENTS**

Within **10 days** of notification from the City, the selected Operators will be required to:

1. Enter into a “Mobile Vending Licence of Agreement” and fulfill the obligations referred to in **Appendix B**;
2. Arrange an appointment and obtain an equipment inspection at the City of Coquitlam Fire Department located at 1300 Pinetree Way, to ensure the mobile cart or truck is in compliance with Fire Code requirements (refer to **Appendix C - City of Coquitlam Mobile Vending Vehicles Inspection Policy**);

3. Provide evidence of Commercial General Liability (CGL) insurance in a form acceptable to the City naming the City as “additional insured”;
4. Provide evidence of Health Authority approval;
5. Pay the applicable licence fee;
6. Pay to the City a \$1,000 damage deposit.

5. **TERM**

The City intends to enter into one (1) year agreements at all sites. The licences may be renewed on mutual agreement between the parties.

6. **APPLICATION AND EVALUATION CRITERIA**

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

- a) **Corporate** - Company profile, number of years of relevant experience in similar or other successful operations
- b) **Sites** - Indicate which Site(s) you are interested in **and** which Site(s) are preferred.
- c) **Equipment** - Indicate whether you are interested in operating a mobile vending cart or vending vehicle. Provide dimensions, pictures, description and indicate the power source of the mobile vending equipment. Applicants are encouraged to check the actual size of the available sites to ensure their equipment will fit the area.
- d) **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.
- e) **Marketing** – Provide a brief summary as to why your business would be well suited as an Operator to provide the mobile 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
- f) **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
- g) **Sketch Plan** - for the Applicant Suggested Sites, Applicants must indicate whether they are proposing to operate a vending vehicle or vending cart, include a description of the location, and include a sketch plan showing the proposed location of the vending vehicle or vending cart.
- h) **References and Experience- including contact information.**

7. SELECTION PROCESS

The City will review the applications and rank them based on the evaluation criteria outlined above. 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 create a shortlist of applicants and proceed with interviews with the candidates of interest and then select Operator(s). The City will give preference to candidates which are business ready.

The highest ranked applicant will be offered its preferred location and other applicants will be offered locations depending on their ranking and the remaining locations.

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 cart or vehicle 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 neighbouring 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.

Applications will remain on file for a period of two (2) or more years or until a time as the City may release a new RFIE.

8. Site Visits

All sites are in public locations and Applicants are encouraged to visit sites at their convenience.

9. Application Timeline

The first round of applications will be accepted **on or before 2:00 pm (local time)**

Thursday, March 12, 2015

The City will accept applications on an ongoing basis until all of the available licences have been awarded.

10. Instructions for Submitting Applications

Applications are to be uploaded through Qfile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>

1. in the "Subject" field enter: RFIE 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 upload is complete)

Applicants are to allow ample time to complete the application process. For assistance Ph: 604-927-3060 or Fax: 604-927-3035.

Applications shall be deemed to be successfully received when displayed as new emails in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Applications not received.

Applications will not be opened in public.

11. Enquiries

Enquiries are to be submitted in writing and sent to email: bid@coquitlam.ca referencing the RFIE name and number. The City at its sole discretion will determine which enquiries require response which will be provided to all interested parties by issue of written addenda and posted on the City's website before the closing date.

12. Addenda

Applicants are required to check the City's website before the closing date and time for any updated information and addenda issued at:

<http://www.coquitlam.ca/BidOpportunities>

Upon submitting their expression of interest, Applicants will be deemed to have received notice of all addenda that are posted on the City website and deemed to have considered the information for inclusion in the application.

13. Freedom of Information and Protection of Privacy Act

Information received by the City will be held in confidence and will become the property of the City. The City is however, bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all parties are advised that applications will be treated as public documents and their contents may be disclosed if required to do so, pursuant to the Act.

14. Conflict of Interest

Applicants should disclose in their Application any potential conflicts of interest and existing business relationships they may have with the City.

15. Solicitation of Council Members and Staff

Applicants will not contact any member of the City Council or staff with respect to this RFIE at any time prior to the award of a contract or the termination of this RFIE.

16. No Contract

This RFIE is not a Tender process nor is it an Invitation to Tender or Request for Proposals and is not intended to create a contractual relationship between the City and the Applicant. By issue of this RFIE document, the City intends to reserve to itself the absolute and unfettered discretion to invite, consider and analyze applications and select preferred Operator(s) as the City considers desirable.

17. No Claim

No Applicant shall have any claim for any compensation of any kind whatsoever, as a result of submitting a response to this RFIE, and by submitting their company's information, each Applicant agrees that it has no claim.

18. No Obligation

The City reserves the right to accept or reject any or all applications or cancel this RFIE at any time.

19. Applicant Expenses

Applicants are solely responsible for their own expenses in preparing applications, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to, or arising from this RFIE.

D. Trudeau, Purchasing Manager
Email: bid@coquitlam.ca







City of Coquitlam

MOBILE VENDING LICENCE AGREEMENT

THIS AGREEMENT dated for reference the ___ day of _____, 2015 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 mobile concession unit (the "Mobile Concession");
- 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 Mobile Concession 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 Mobile Concession in accordance with the terms and conditions of this Agreement.
3. **Term** – The term of this licence is one (1) year (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 one (1) year.
5. **Licence Fee** – The Vendor shall pay to the City an annual licence fee in the amount set out in the City’s Fees and Charges Bylaw (the “Licence Fee”), plus taxes, which Licence Fee is payable on the Commencement Date. 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 Mobile Concession 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 Mobile Concession a menu of food and beverage items available for sale each day;
 - (f) not serve any alcohol or tobacco products at the Mobile Concession;
 - (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 Mobile Concession, 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 Mobile Concession;
 - (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 licenses (including a business 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 Mobile Concession vehicle in good and working order;
 - (s) move the Mobile Concession 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 Mobile Concession;
 - (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 Mobile Concession is a single fully-contained unit;
 - (b) the Mobile Concession 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 Mobile Concession 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 Mobile Concession;
 - (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 Mobile Concession 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 Mobile Concession 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 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 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]

Name: _____

Name: _____

Date:

[NAME OF INDIVIDUAL] [Use if Vendor is individual]

Name of Individual

Signed in the presence of:

Witness:

Address:

Date:

SCHEDULE “A”

Location of Licence Area

CITY OF COQUITLAM

FP DIVISION

POLICY - Inspections

FOOD VENDING VEHICLES	Policy #1.08	Page 1 of 3
	NEW	August 28, 2013

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 fan, 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. 1 - K-Class type fire extinguisher and 1 - 5 lb. ABC type fire extinguisher shall be installed within the vehicle.
5. Adequate egress shall be provided for the kitchen preparation area of the vehicle.
6. 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.)
7. 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.
8. 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.

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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.

APPENDIX D - CONTACT INFORMATION FORM

Company Name:	
Address:	
Phone:	
Fax:	
Name and Title of Contact <i>for communication related to this RFIE</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
Signature of Authorized Person:	
Date:	