



## TERMS & CONDITIONS

Mobile Food Vendor Designated Sites

Issued: April 4, 2024

The City of Mount Pearl  
3 Centennial Street  
Mount Pearl  
NL A1N 1G4



TERMS & CONDITIONS

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## 1.0 BACKGROUND

In 2021, the City of Mount Pearl (the “City”) developed a 25-to-30-year plan to renew the downtown core of Mount Pearl.

The long-term vision outlines strategies for public and private investment which will continue to encourage the city centre to grow and thrive. The *Find Your Centre – City Centre Renewal Plan* (<http://findyourcentre.ca>) was developed based on community engagement and input from many stakeholders, both public and private.

The conceptual plan puts people first, expressing a bold and exciting vision for a variety of mixed-use environments rooted in the “three Rs” – retail, recreation, and relaxation. It will inform sound decision-making for future development to ensure the city centre becomes, and remains, a distinct core that contributes to Mount Pearl’s rich quality of life, a strong sense of place, and a prosperous economy.

As a recommendation from the Find Your Centre Plan and the Donovans Reimagination Plan, the city received extensive feedback from residents, business owners, and stakeholders to provide more options for amenities such as food vendors, restaurants, and beverage offerings around the city. The purpose of this recommendation is to create destinations throughout our city, attract tourists and residents, and create more opportunities for entrepreneurs and provide more offerings to our community. This will encourage business growth and create a more desirable place to live, work, and invest for years to come.

As the city has received numerous inquiries from food vendors this season, there is a demand for designated operating space during the spring/summer months. Designated locations will spark business growth, resident attraction and destination development, aligning with our strategic priorities.

## 2.0 PROJECT DESCRIPTION

As the city has received numerous inquiries from food vendors this season, there is a demand for designated operating space during the spring/summer months. Designated locations will spark business growth, resident attraction and destination development, aligning with strategic priorities.

The city also conducted a survey to gauge interest from residents on the proposed locations throughout the city. The survey provided tremendous support for the initiative and the locations brought forward.

The city assessed each location based on feasibility for Service NL requirements and power capabilities and the following 3 locations met all the requirements:

1. Power’s Pond near the boathouse
2. Summit Centre Parking lot
3. Gushue Complex Parking lot

### 3.0 PROJECT AUTHORITY

The use of the designated sites will be subject to review and acceptance by the City's Marketing, Communications, and Economic Development Division, and Office of the Chief Administrative Officer.

### 4.0 INQUIRIES

Should further information be required please submit questions to:

Jeremy Schwartz  
Manager of Economic Development & Housing  
[jschwartz@mountpearl.ca](mailto:jschwartz@mountpearl.ca)  
1-709-748-1117

The City will assume no responsibility for oral instructions or suggestions.

### 5.0 CONTENT OF SUBMISSION

Submissions will be accepted via the online submission form available on the City's website. The City reserves the right to accept or reject any submissions and to waive any technicalities or irregularities therein in its sole and absolute discretion for any reason whatsoever.

Submissions must provide full and accurate details with respect to product/service offerings of the applicant.

### 6.0 CONTRACT AGREEMENT

The selected vendor may be required to enter into further negotiations to finalize a contract agreement with the City for the project. It is the City's intention to enter into a contract with only one (1) legal entity. Where a further contract agreement is created, the selected vendor must adhere to both these Terms & Conditions and the contract agreement.

Where no further contract agreement is created, these Terms & Conditions shall serve as the complete and binding agreement between the City and the selected vendor.

### 7.0 TERMS

#### General

7.1. The City of Mount Pearl is the sole owner of the designated sites.

- 7.2. The City will not defray any expenses incurred by applicants in the preparation of their submission.
- 7.3. The selected vendors must obtain all proper Mobile Canteen Licenses, Permit Application requirements, and all necessary permits required by the City to operate for the contractual period. The City will work with selected vendors to obtain these requirements.
- 7.4. Where there is a question of general interpretation of these Terms & Conditions or any further agreement between the City and the selected vendor, the decision of the City shall be final and binding.
- 7.5. All information provided by the City is offered in good faith. The City is not liable for any errors or omissions in these Terms & Conditions or in applicant submissions.
- 7.6. The City reserves the right to approve the form and content of signage and advertising located on City property including the designated site areas. Any signage or advertising not approved shall be removed immediately. Signage and advertising may only be constructed in a manner approved by the City.
- 7.7. The selected vendors are prohibited from renting, assigning, subleasing or in any other way transferring the use of the designated site or the obligations herein to any other party without the express written permission of the City.
- 7.8. The selected vendor must abide by all City policies, procedures, regulations and by-laws including, but not limited to:
  - a) Municipal Official Code of Conduct;
  - b) Noise Regulations;
  - c) Anti-Littering Regulations; and
  - d) Traffic Regulations.
- 7.9. The designated sites will have access to full power and electricity installed through NL Power. The sites will also have access to washroom facilities for employees at designated city-owned facilities.
- 7.10. The selected vendors are responsible for their own garbage disposal, and sites must be always kept clean of garbage and debris.
- 7.11. The City reserves the right to reproduce all photographs, images, videos, media and likenesses taken during events, markets, trail activation and other events for future promotional purposes.
- 7.12. The selected vendor agrees that the use of the designated site is entirely at their own risk, including theft, personal injury, and property damage, lack of anticipated sales, engagement, participation or inventory damage due to weather or any other cause. The City makes no guarantees or assurances of financial value, profit or success for the designated sites.

7.13. The City is not responsible for any loss, damage, theft or destruction to any goods, equipment or any other property belonging to the selected vendor placed at, stored in, or in transit to or from the designated sites, or for any loss resulting therefrom.

#### Applicable Law

7.14. The law applicable to these Terms & Conditions and any further contract agreement relating to the project shall be the law in force in the Province of Newfoundland and Labrador. Applicants warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders.

#### Confidentiality

7.15. Any documentation submitted via the online submission form, as well as any correspondence or additional information provided to the City in respect of the designate sites or in connection with the Project, shall become a City record, and thus will be deemed subject to the Access to Information and Protection of Privacy Act, 2015. Submissions must identify any scientific, technical, commercial, or confidential information the disclosure of which could reasonably cause harm to the applicant.

7.16. The selected vendor must maintain in confidence and shall not disclose any confidential information of the City except where the information is or becomes general public knowledge.

7.17. These Terms & Conditions and any further contract agreement relating to the Project may not be used for any purpose other than the Project. All submissions received will be held in confidence. The receipt of submissions shall not be disclosed to anyone, other than City employees, contractors, or agents directly connected with responding to submissions, or as required by law.

#### Termination

7.18. Any violation of or failure to comply with these Terms & Conditions or any further contract agreement relating to the Project will result in termination and revocation of any use the designated site.

#### Insurance

7.19. The vendor shall maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the services and obligations under this agreement. The cost of such insurance shall be borne by the vendor.

## Indemnification

- 7.20. The selected vendor shall indemnify the City, its officers and employees against any damage caused to the City as a result of any negligence or unlawful acts of the selected vendor or its employees. Similarly, the selected vendor shall indemnify the City, its officers and employees against any claims, actions or costs initiated by third parties as a result of any negligence or wrongful acts of the Proponent or its employees.
- 7.21. The selected vendor shall indemnify the City, its officers, and employees if the selected vendor fails to comply with these Terms & Conditions or any further contract agreement relating to the Project.

## Force Majeure

- 7.22. If either party is unable to fulfill their obligations under this agreement due to any force majeure beyond the party's reasonable control, both parties shall be relieved of all responsibilities pursuant to this agreement for a period of time as agreed by the parties.

## Term

- 7.23. The term of the Project, inclusive of these Terms & Conditions or any further contract agreement relating to the Project is to commence on May 17, 2024 and end on October 21, 2024, with an option to extend, at the City's discretion, based on success.

## 8.0 SCOPE OF AGREEMENT

### Deliverables/Requirements

- 8.1. The selected vendor:
- a) Must be a registered business in good standing with the Province of Newfoundland and Labrador and/or federal governments;
  - b) Must have no outstanding debts to the Newfoundland and Labrador Registry of Companies;
  - c) Must have General Commercial Liability and Professional Liability Insurance in compliance with all applicable provincial or federal laws and also which will cover its operations in and related to the Commercial Kiosk;
  - d) Must operate in the hospitality, food & beverage sectors and provide a product or service that aligns with the City's vision;
  - e) Must have all proper licenses, approvals, and permits related to the selected vendor's line of business (ex. Food Establishment License, Mobile Food Vending Permit, Health and Safety, etc.);
  - f) Must meet the requirements for operational hours and contractual period as follows:
    - i. operate and be open for business at the Commercial Kiosk a minimum of 30 hours per week; and

- ii. operate and be open for business at the Commercial Kiosk a minimum of 14 hours per weekend; and
- g) Must submit a detailed operational schedule, acceptable to the City.
- h) Must provide goods or services with price sensitive offerings to ensure affordable options for all members of the community.

## 9.0 TIMELINE

ACTION	DEADLINE*
Issue call for vendors	April 24, 2024
Deadline for submissions	May 10, 2024
Award	May 17, 2024
Completion of terms of agreement	May 20, 2024
End of contractual period	October 21, 2024

\* Dates may be subject to change