



AGREEMENT & TERMS & CONDITIONS

Forest Avenue Commercial Kiosk Vendor

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.

The Waterford River walking trails offer great potential for commercial and recreational opportunities. The creation of numerous pedestrian nodes along the Waterford River will provide an opportunity for various commercial amenities along the trail, including food and beverage offerings, craft/retail shops, bicycle/ski/snow-shoe rental facilities, washroom facilities, etc. As the T’railway has experienced increased pedestrian traffic during the COVID-19 pandemic in both summer and winter months, it is the perfect opportunity to provide more offerings in this highly sought-after area. Installing commercial kiosk structures that can provide amenities will further create a destination within the community, attract residents and visitors, and encourage further private investment.

2.0 PROJECT DESCRIPTION

As part of the *Find Your Centre – City Centre Renewal Plan*, the City is now seeking a commercial hospitality, craft, retail, recreation, food or entertainment vendor to operate a city-owned commercial kiosk on Forest Avenue (the “Commercial Kiosk”) for the contractual period of May 17, 2024, to September 3, 2024, inclusive, in accordance with these Terms & Conditions. These dates may be subject to change and the option to extend this time period may be presented, at the City’s discretion, based on success.

The Commercial Kiosk will be installed on city-owned property located at 29 Forest Avenue (see Appendix A). This location near the Waterford Valley T’Railway has been strategically chosen as the City intends to host events, markets, trail activation and other events in this area to attract residents, visitors, and tourists to the area.

The Commercial Kiosk is an 8’x12’ space which can be occupied by vendors in hospitality, craft, retail, recreation, food, or entertainment sectors. The space does not include conventional ovens or deep fryers.

The Commercial Kiosk includes the following equipment for use by the selected vendor, as required:

- Full electricity and power to support service requirements;
- Four (4) sinks for food health and safety requirements;

- A standard size fridge;
- Preparation counters;
- Shelving and storage area; and
- Key/lock system to be provided by City.

In addition to the aforementioned equipment, the City will also provide:

- Picnic tables, a portable washroom, and garbage/recycling bins in the area of the Commercial Kiosk; and
- Garbage and recycling removal services.

The City will work with selected vendor to obtain all necessary city permits and to meet accessibility requirements.

Design details and specifications can be found in Appendix B.

Timelines can be found in Appendix C.

3.0 PROJECT AUTHORITY

The use of the Commercial Kiosk 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
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 Commercial Kiosk.
- 7.2. The City will not defray any expenses incurred by applicants in the preparation of their submission.
- 7.3. There will be a rental fee of \$1500 charged by the City to occupy the Commercial Kiosk for the contractual period. The rental fee will not be prorated if the vendor does not occupy the Commercial kiosk for the entire contractual period for any reason.
- 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 Commercial Kiosk. Any signage or advertising not approved shall be removed immediately. Signage and advertising may only be attached to the Commercial Kiosk in a manner approved by the City.
- 7.7. The selected vendor is prohibited from renting, assigning, subleasing or in any other way transferring the use of the Commercial Kiosk 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 selected vendor will be provided with keys for the Commercial Kiosk and must ensure that the Commercial Kiosk is locked and secure when the selected vendor is not present on site. All keys must be returned on September 7, 2024. Copying of keys is prohibited.
- 7.10. The selected vendor must immediately report all damage and vandalism to the Commercial Kiosk to the City.
- 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 Commercial Kiosk 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 from the use of the Commercial Kiosk.
- 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 Commercial Kiosk, 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 Commercial Kiosk 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 Commercial Kiosk.

Indemnification

7.19. 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.

7.20. 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.

Term

7.21. 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 September 3, 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 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, craft, retail, recreation, food or entertainment 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.

APPENDIX A

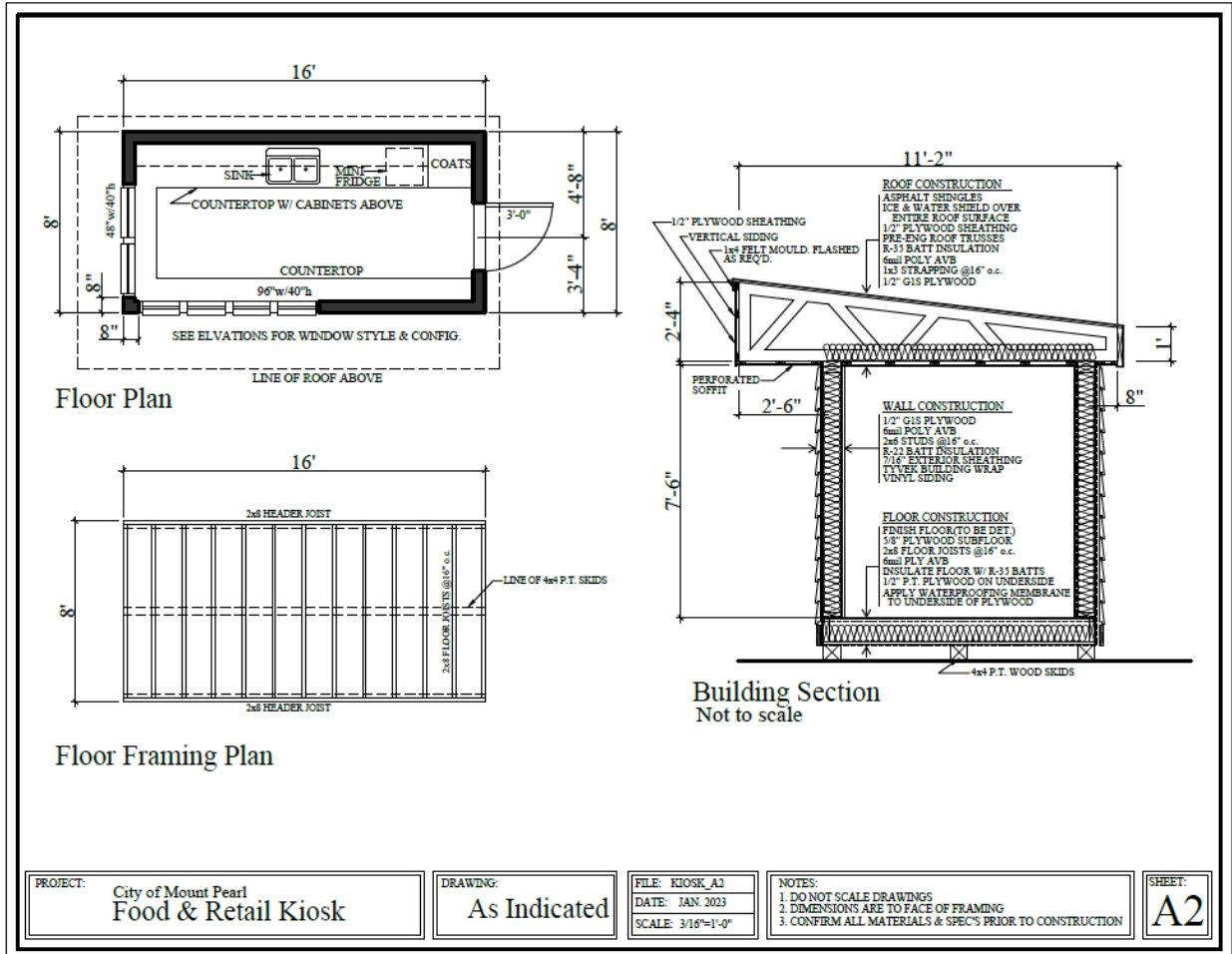
9.0 LOCATION

(Proposed location outlined in red)



APPENDIX B

10.0 CONCEPT DESIGN & DETAILED DRAWING



THE KIOSKS

EXTERIOR CONCEPT 2

DOUBLE TIER SLOPED ROOF



KEY DESIGN FEATURES

- Double service windows for orders and pickup
- Double service windows, natural light inside kiosks
- Sliding window openings
- Exposed roof to emphasize on natural elements of the Waterford River T'Railway
- Two tiered overhangs over the window spaces to minimize shading into kiosks
- Space for signage
- Two tiered overhangs creates more light inside
- Sloped roof for drainage
- Same shading on both sides of the kiosk
- Built on a wooden platform for ease of transportation (8' by 16') with portable footing underneath to protect by separating the floor structure from direct contact with water





APPENDIX C

11.0 TIMELINE

ACTION	DEADLINE*
Issue call for vendors	April 4, 2024
Deadline for submissions	April 26, 2024
Award	April 30, 2024
Completion of terms of agreement	May 7, 2024
Kiosk launch and open doors	May 17, 2024

* Dates may be subject to change