



# Request for Proposals

## Food & Beverages Vending Services

District of Kitimat RFP Number: 2025-02 Food & Beverage Vending Services Issue date: February 24, 2025

**Closing Time:** Proposals must be received **before 2:00 PM Pacific Time on: March 23, 2025**

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**DELIVERY OF PROPOSALS:** Proposals must be in English, must be submitted using one or more of the submission methods described below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

*Email Submission:* Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to **purchasing@kitimat.ca** in accordance with the instructions at Section 2.3 of this RFP.

*Hard Copy Submission:* Proponents may submit two hard copies of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**District of Kitimat, 270 City Centre, Kitimat BC, V8C 2H7, Attention: Ronald Rich**

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**

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**CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

**PROponent NAME (please print):** \_\_\_\_\_

**NAME OF AUTHORIZED REPRESENTATIVE (please print):** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following persons who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**Ronald Rich, Purchasing Manager**  
206 Enterprise Avenue, Kitimat BC, V8C 2C8  
Email: rrich@kitimat.ca  
Ph: 250-632-8928

**Shaun O'Neill, Deputy Director of Leisure Services**  
270 City Centre, Kitimat BC, V8C 2H7  
Email: rbeaudry@kitimat.ca  
Ph: 250-632-8959

### **PROPOSANTS' MEETING:**

A Proponents' meeting **will not** be held.

### **ENVIRONMENTAL CONSIDERATIONS FOR PROPOSAL DELIVERY:**

The District encourages Proponents to consider submitting an electronic proposal. If submitting in hard copy, the District encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type (e.g. Cerlox) rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re use), and/or be made of post-consumer recycled content.

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## **1 SUMMARY OF THE OPPORTUNITY**

The District of Kitimat (the "District") is seeking the services of an experienced vending machine contractor (the "Contractor") with proven capacity, qualifications and experience for the provision of vending machine services (the "Vending Services"). The Contractor shall provide a full-service vending machine program which includes:

- Installation of new or like new vending machines, securing to wall to prevent tipping
- Stocking of machines daily or on a schedule approved by the District
- Payment of commission based on percentage of gross receipts

The District's goal is to provide its patrons and employees throughout the District a variety of products and encourage healthier eating by increasing the range of healthier food and beverage choices available in vending machines.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3 and 5 of this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“BC Bid”** means the BC Bid website located at [bcbid.gov.bc.ca](http://bcbid.gov.bc.ca);

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the District and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the District;

**“District Contact”** means the individual named as the contact person for the District in the RFP;

**“District”** means the District of Kitimat issuing this RFP;

**“must”**, or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“proposal”** means a written response to the RFP that is submitted by a Proponent;

**“District”** means the District of Kitimat;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda; and

**“should”**, **“may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions, the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 80 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to

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- be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
- (iv) For email proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the proposal if the District is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- d) The District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the District's System.
- f) While the District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the District Contact immediately to arrange for an alternative submission method if:
- (i) the Proponent's email proposal submission is rejected by the District Electronic Mail System; or
  - (ii) the Proponent does not receive an automated response email from the District confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the District's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the District before the Closing Time. The District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

### 2.4 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

### 2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

### 2.6 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

### 2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

### 2.8 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

### 2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the District for purposes of clarification.

### 2.10 Conflict of Interest/No Lobbying

a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential

conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

### 2.11 Subcontractors

a) Unless the RFP states otherwise, the District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the

administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the District.

### **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The District may consider and evaluate any proposals from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

### **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District.

### **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### **2.18 Liability for Errors**

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any



proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

### 2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### 2.21 Legal Entities

The District reserves the right in its sole discretion to:

- a) disqualify a proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

### 2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to

provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;

- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### 2.23 Ownership of Proposals

All proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

### 2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### 2.25 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a proposal.

### 2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

### 2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the District with personal information of

employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may be forwarded to the District for the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District.

### **2.28 Trade Agreements**

This RFP is covered by trade agreements between the District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement;
- b) New West Partnership Trade Agreement;
- c) World Trade Organization Government Procurement Agreement; and
- d) Canada-European Union Comprehensive Economic and Trade Agreement.

For more information, Proponents may contact the District Contact.

### 3 SITUATION/OVERVIEW

#### 3.1 District Responsibility

The evaluation team for the Food and Beverage Vending Service will include staff from Leisure Services, Corporate Administration and Purchasing, with input from other departments such as Finance as needed. The Leisure Services department will lead the team with participation and support from the other listed departments above.

#### 3.3 Scope

**3.1 General** – The District of Kitimat (the "District") is seeking the services of an experienced vending machine contractor (the "Contractor") with proven capacity, qualifications and experience for the provision of vending machine services (the "Vending Services"). The Contractor shall provide a full-service vending machine program which includes:

- Installation of new or like new vending machines, securing to wall to prevent tipping
- Servicing of machines to be completed within 48 hours of notification of service required
- Regular maintenance schedule provided by the Contractor
- Float to be provided by the contractor for refunds to patrons which will be reconciled at each visit to the facilities
- Stocking of machines daily or on schedule approved by the District
- Payment of commission based on percentage of gross receipts
- Annual reconciliation payment and quarterly commission payments to be paid on an agreed upon schedule

The Contractor shall provide creative changes to existing selection of food choices by increasing the range of healthier food and beverage choices from its current vending machine operations. The District's goal is to provide its patrons and employees throughout the District a variety of products and encourage healthier eating by increasing the range of healthier food and beverage choices available in vending machines.

**3.2 Products Vended** – All foods, beverages and ingredients offered for sale through vending machines must comply with all federal, provincial and District regulations governing the procurement, preparation, storage, transport, handling and serving of all items for consumption. In addition, the Contractor will keep in effect all necessary licenses and permits required by law and agree to post such permits in a prominent place as may be required by law.

During the term of the contract, products vended may be changed with mutual agreement of the Contractor and the District.

**No gum or gum related products will be allowed in any of the machines.**

**3.2.1 Healthy Snack Food Options** – The District desires a wide variety of healthy snack food vending choices that will align with the recommendations of the "Healthier Choices in Vending Machines in BC Public Buildings" as prepared by the Ministry of Health, dated 2014 as revised, Province of British Columbia.

Snacks, healthy food snacks and hot/cold (Hot drinks should have a maximum of 130 °F or 54.4 °C) drink beverages that will be dispensed shall be determined by what is proven to result in the highest sales at a particular location based on actual and projected customer demand, while adhering to Nutrient Criteria for Healthier Choices in Vending Machines in BC Public Buildings Policy. Once the District has approved the initial product line offered, the Contractor will be allowed to add or delete products with prior written approval from the District. The District reserves the right to request that a product be replaced at any time.

Healthy choice products that will be provided will come from the "Sell Most" and "Sell Sometimes" categories. The "Sell Most" and "Sell Sometimes" categories are identified in the Guidelines for Healthier Choices in Vending Machines in BC Public Buildings, 2014.

Products offered for sale through vending machines shall be dispensed only in individual, original containers from the manufacturing plant. In the case of vending machines that use fluid milk products as an ingredient in hot liquid foods or beverages, such milk product may be transferred at the machine location provided it is done so in a clean and sanitary manner.

**3.3 Full Service Snack Food Vending Machines** – All vending machines shall feature a full complement of top brands (market leaders) and a full complement of packages and prices to provide a maximum throughput and return. The Contractor will maintain fresh products, products that are not expired or stale, in its vending machines and will ensure that all products vended shall conform in all respects to local, provincial and federal laws and regulations relating to the standards of food and drink.

The machines will be operated by the Contractor in such a way as to fully comply with all federal, provincial and municipal laws, as well as District policies. Should any federal, provincial or District by-laws, regulations or policy change during the life of the agreement, the Contractor will be expected to comply with these changes.

As a minimum the following general Equipment requirements, materials, labour, products and services covering the designated locations as listed in Schedule B. For all present and future District controlled locations from time to time may add vending machines to schedule B at no cost (on loan) to the District, including but not limited to delivery, installation, setup, testing, adjustments, and secured locking systems. The District will not be responsible for the value of wear and tear and depreciation of all equipment.

### **3.3.1 Vending Machines**

#### **3.3.1.1 General specifications of vending machines include:**

- Modern, and of the latest mechanical/electronic technology and be in new or like new condition
- Uniform in size (where practicable) with a coordinated appearance (illuminated vending fronts) and banked (groupings of 3 or more)
- Quiet and non-disruptive to the activities occurring in District facilities, and shall be aesthetically acceptable to the District
- Should have large windows and double illumination to ensure excellent product visibility and a low graphics panel that contributes further to the aesthetics of this machine
- ENERGY STAR compliant and meets the ENERGY STAR specifications for energy efficiency
- Equipped to accept legal tender, be equipped with paper bill validators and payment mechanisms which will accept combinations of loonies and toonies, nickels, dimes and quarters. In addition, each machine must have bill change capabilities
- Compatible with a range of cash and cashless payment options
- Equipped with non-resettable counters, which indicate unit sales. If multiple products are dispensed from the same machine, a separate dispensing counter is required for each separate commission rate

dispensed. Upon initial installation of the machines, the Contractor shall submit starting machine counter numbers to the District for each vending machine

- Ensure that the labelling system correctly always identifies healthy choices
- All vending machines must have adjustable, anti-tilt brackets installed as a preventative course of action
- All equipment must operate on AC-110-120 volts and be U/L listed and CSA approved

**3.3.1.2. As an Option – Low Power Mode:** In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode described below:

- Lighting low power state - lights off for an extended period of time
- Whole machine low power state - the lights are off and the refrigeration operates in its low power state
- Refrigeration low power state - the average beverage temperature must not rise above 4.4°C (40°F) for an extended period of time as this **is not acceptable**
- In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner

**N.B. Machines that dispense temperature sensitive products, such as milk, must not have the refrigeration low power state enabled due to the risk of product spoilage.** The District reserves the right to approve all vending machines before installation and require replacement or removal of machines, that for any reason, are not considered acceptable.

**3.4 Cost of Operations** – The Contractor shall have sole responsibility for paying all costs for installing, operating, servicing and replacing its vending machines and any necessary equipment.

The District shall provide to the Contractor suitable water service, electricity, drainage, lighting, and heating of designated premises but without liability on the District's part arising from temporary interruption thereof on account of breakdown, power failure or like causes.

In the event any utility service must be interrupted for repair or modification, the District will attempt to provide the Contractor with as much advance notice as possible. In the event of any such interruption or any disruption of utility services, the District shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the Contractor resulting from such interruptions from any cause. The District and the Contractor shall mutually share the costs for adequate connections provided it is mutually benefiting.

**3.5 Installation Locations** – The Contractor shall coordinate the scheduling of all equipment delivery and installation with the District's designated representative. The Contractor shall work with the incumbent provider to ensure a smooth transition of installation of machines. It is anticipated that all equipment will be installed and operational as soon as practicable after the contract is awarded. All assembly and installation process that are required shall be carried out by appropriate, experienced professional labourers, under experienced supervision.

The Contractor shall initially install vending machines in existing vending machine locations only. The District reserves the right to determine the location of any vending machines. The Contractor will be notified in writing of any change in locations.

The Contractor shall be responsible for any damages done to any part of District property resulting from delivery, installation or servicing of the equipment and shall be repaired at the Contractor's expense any such damages in a manner satisfactory to the District. The District reserves the right at any time to require the Contractor to remove, relocate, or place additional vending machines and related equipment at existing and/or new locations to meet new or unanticipated requirements that might become known during the term of the agreement. Should the Contractor wish to relocate, exchange, or remove vending machines, a request must be submitted in writing to the District.

The Contractor will be solely responsible for all expenses (direct and indirect) including initial front-end costs, recurring annual costs, incremental costs, installation costs, and all costs associated with equipment upgrades, relocations, removals and expansions and any subsequent negotiations.

**3.6 Non-Exclusivity** – The District intends to contract with a single snack food vending machine service provider, on a non-exclusive basis. The District reserves the right, depending on the requirements, availability and/or special needs, to utilize alternative providers to meet its operational requirements.

**3.7 Unit Selling Prices for Products** – The Contractor will provide unit prices for the items/products listed. Unit selling pricing of products will remain firm during the initial Term of the Contract. Any adjustments following this date in unit prices will be negotiated between the District and the Contractor.

The prices at which the Contractor shall offer such items/products for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the District facility. The vending prices at all facilities covered by the agreement shall not exceed normal retail pricing. The Contractor is to:

- Offer competitive pricing affordable to facility patrons and employees
- Offer strategic pricing to encourage sales of healthy choices
- Integrate retail selling prices with District operated concessions

**Note:** The District of Kitimat, through a third-party contract, operates a concession in the Tamitik Arena. This concession is operated during special events, hockey tournaments and figure skating events. The concession is located in a separate facility next door to the Sam Lindsay Aquatic Centre and the Kitimat Ice Rink, where the vending machines are located.

Prices will be plainly posted on each vending machine. The Contractor shall keep the same standard of quality for machines.

### **3.8 Service Requirements – Scheduled/Non-Scheduled**

**3.8.1 On Call Services** – The Contractor shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly functioning and in good working order. The Contractor will respond to all equipment service calls with a maximum response time of seventy-two (72) hours from the placement of the first telephone request for service made by the District.

All machines shall show the Contractor's name, a local service telephone number for reporting of machine malfunctions, the person or office within the Contractor's organization responsible for refunds, and regular days of the week for re-stocking of the machines. In addition, for identification purposes, each machine shall have an I.D. number(s) that are visible and easily located.

The Contractor is required to contact the District's facility coordinator within two (2) hours of receiving the initial service call to establish an estimated time of arrival of the technician. This response time average will be maintained between the regular service hours of 8:30 and 17:00, Monday through Friday, 52 weeks of the year (except for national and provincial holidays). The Contractor shall have the ability to receive service calls and provide service support after hours and on weekends.

If, within five (5) business days of the initial service call, the Contractor is not able to repair any item of equipment that is not functioning properly, the Contractor will put in place a suitable temporary replacement without any additional cost to the District within a commercially reasonable period of time thereafter and a permanent replacement which shall be a new model of like or superior specifications, without any additional cost to the District, within ten (10) business days.

**3.8.2 Full Service and Maintenance Machines** – The Contractor agrees to provide all maintenance (scheduled/non-scheduled) and remedial service for all Contractor supplied equipment used to dispense snack food and beverage products at no cost to the District for parts, labour, tools, equipment/truck(s), mileage, etc. All services and maintenance is to be provided in accordance with the manufacturer's recommendations and guidelines. Expenses resulting from acts of vandalism or accident will be the responsibility of the Contractor.

The Contractor shall keep the machines in a clean and sanitary condition. This requirement includes interiors, exteriors, tops, and the areas under the machines. The exterior construction of the vending machine shall be such as to facilitate cleaning and to minimize the entrance of insects and rodents, and the exterior of the machine shall be kept clean. Service connections shall be such as to protect against unintentional or accidental interruption of service to the machine.

All interior surface and component parts of the vending machine shall be so designed and constructed as to permit easy cleaning and shall be kept clean. All product contact surfaces of the machine shall be of smooth, nontoxic, corrosion resistant, and relatively non-absorbent material, and shall be capable of withstanding repeated cleaning and sanitizing treatment by normal procedures. Such surfaces shall be protected against contamination.

**3.8.3 Inspecting and Restocking Machines** – The Contractor shall be responsible for the physical inventory, inventory control and maintaining adequate stock levels to ensure product availability at all times. The Contractor is to make every effort to restock machines that will not conflict with peak usage times.

Product delivery shall be made on a mutually agreed upon schedule at each location. This has historically been once per week. No inventories will be maintained at any District facility. The Contractor shall take it upon itself to be alerted as to special events that may require frequent servicing of machines.

Additionally, given the fluctuations in the number of facility visitors throughout the year, the Contractor shall work with each facility representative to adjust the frequency of stocking as necessary to ensure that all machines are properly stocked at particularly busy time periods.

A schedule for replenishment of vending machines stock shall be implemented and maintained in order to maintain highest vending efficiency. The Contractor shall provide a vending machine replenishment schedule that reflects, at a minimum, service of at least once per week.

At least once during each contract year during the term, the Contractor and the District will jointly conduct an equipment review/audit for the sole purpose of determining equipment upgrades and/or opportunities.

**3.9 Refunds** – The Contractor will provide and maintain a cash refund float of \$50 for each facility to reimburse consumers if:

- A piece of the Contractor's vending equipment malfunctions and does not vend a snack food or beverage when the appropriate amount of coinage is properly inserted into the machine
- Defective, spoiled, or inedible products are dispensed. The Contractor shall also provide refund slips [quick and easy to complete] to each facility to be completed by consumers claiming a refund. The Contractor's regular delivery driver will replenish the float as needed.

**3.10 Signs and Graphics** – The Contractor shall at its own cost and expense, create, supply and install District approved vending machine graphics and signage that promotes healthy food options offered in the facility where the vending machine is located. Specifically, the Contractor shall provide signage that:

- Illuminates and promotes healthy products on each vending machine
- Promotes and encourages healthy product selection
- Cosmetically enhances (wraps) vending machine to promote services provided at each facility and/or healthy food products

**3.11 Identification** Trained, qualified personnel identified by a clearly marked and openly displayed company insignia and/or uniform will perform all service. In addition, all such persons shall carry company issued photo identification and shall present such documents to anyone on request.

### **3.12 Supplementary Information**

- HEALTHIER CHOICES IN VENDING MACHINES IN B.C. PUBLIC BUILDINGS POLICY
  - <https://www2.gov.bc.ca/assets/gov/health/managing-your-health/healthy-eating/vending-policy-2014.pdf>
- HEALTH LINK BC ONLINE
  - <https://www.healthlinkbc.ca/health-topics/healthy-eating-0>
- GUIDELINES FOR FOOD & BEVERAGE SALES IN BC SCHOOLS
  - [https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/healthyschools/2015\\_food\\_guidelines.pdf](https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/healthyschools/2015_food_guidelines.pdf)



## **4 CONTRACT TERMS AND CONDITIONS**

Proponents should review carefully the contract terms and conditions set out in Schedule C.

## 5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP. Proposals must include:

- A statement of the proponent's understanding of the scope of work.
- A work plan indicating projected timeline and tasks to be undertaken to complete installation of machines.
- Complete Schedules C-1 Statement of Departures, C-2 Proponent's Experience, C-3 Proponent's Technical Services, C-4 Proponent's Time Schedule, and C-5 Proponent's Financial Proposal.
- List of name and position of key individuals including subcontractors.
- Three references who can speak to the ability of the Proponent's successful business.

The District may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the District's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the District in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

## 6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7 EVALUATION

Evaluation of proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either: (1) include a copy of the cover page that is signed by an authorized representative of the Proponent; or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

## 7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria:

<b>Weighted Criteria</b>	<b>Weight</b>
<u>Workplan and Schedule</u> - Proposal should include a well-conceived work plan indicating the approach to be used to successfully accomplish this project within targeted timeframe.	40
<u>Team and Experience</u> - Proposal should outline the Proponent's experience on similar projects in the last five to ten years. Preference will be given to Proponents who can demonstrate that their recent experience is relevant to the project.	40
<u>Clarity and Quality of Proposal</u> - Proposal should be well-structured, complete, visually attractive, well-written and easy to follow.	10
<u>Price</u> – As per section 3.2, the budget for the project is \$81,000, which is to include all consulting costs.	10
<b>TOTAL</b>	<b>100</b>

## Schedule A – Sales History

### Expected Revenues:

Gross revenues on average have been on average \$14,500.00 - \$16,000.00 since 2017. As noted below in Schedule B there are 10 vending machines throughout 4 facilities which hold events during the year.

Tamitik Jubilee Complex holds sporting events such as Senior Men's AA hockey 9 games per year, a Guns and Hoses hockey game, Skating Club mid-season Concert December and a year-end concert in March, multiple hockey tournaments during the season, and even BC Junior Hockey League games in the past. Additionally, the Sam Lindsay Aquatic Centre hosts two regional swim meets annually. The Kitimat Marlins Swim Club has permission to fundraise during the event in the form of BBQ, pizza and other related food items.

The Kitimat Ice Rink is open 7 days a week from October 1<sup>st</sup> – May 1<sup>st</sup> and doesn't operate a concession. It hosts hockey practices, games, tournaments, public skating and ice rentals.

Riverlodge Recreation Centre has a full size gymnasium, workout room, a few meeting rooms and an arts wing. Riverlodge hosts many community and private events during the year that attracts a lot of people. The facility also hosts multiple events and programs for young people and adults.

The District of Kitimat Public Works Yard has roughly 40 employees that work out of the facility.

## Schedule B - Locations

### Vending Equipment Locations

**1. Vending Equipment Locations** The District reserves the right at any time to require the Contractor to remove, relocate, or place additional vending machines and related equipment at existing and/or new locations to meet new or unanticipated requirements that might become known during the term of the agreement.

Facility	Address	Machines
<b>Riverlodge Community Recreation Centre</b>	654 Columbia Avenue	147 – Glassfront Cold Drink 148 – National Snack
<b>Tamitik Jubilee Complex</b>	400 City Centre	407 – National Snack 777 – Glassfront Cold Drink 159 – National Snack 884 – Glassfront Cold Drink
<b>Kitimat Ice Rink</b>	396 City Centre	407 – National Snack 777 – Glassfront Cold Drink 884 – Glassfront Cold Drink
<b>Public Works Yard</b>	206 Enterprise Avenue	497 – National Snack

## Schedule C – Example of Revenue Agreement

THIS AGREEMENT is dated for reference this \_\_\_ day of \_\_\_\_\_, 2025

AGREEMENT NO.: 2025-02

**BETWEEN:**

**District of Kitimat**  
270 City Centre  
Kitimat BC V8C 2H7

**OF THE FIRST PART**

**AND:**

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**(Insert Full Legal Name of Contractor)**  
**(the "Contractor")**

**OF THE SECOND PART**

**WHEREAS** the District desires to retain the Services of the Contractor to provide Services.

**NOW THEREFORE** this Agreement witnesses that in consideration of payment of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

### Services

The Contractor shall provide Services to the District on the terms and conditions set out in the attached.

### **Installation and Operation of Snack Food Vending Machines**

(the "Services")

which together form part of this Agreement and are binding upon the parties.

### Appendices

The following attached Appendices are a part of this Agreement:

- A) Appendix 1 - Contractor's Proposal dated XXX, 2025



## AGREEMENT TERMS AND CONDITIONS

### 1.0 DEFINITIONS

(For purposes of this Agreement, the following terms shall have the meanings set forth below):

(a) "Agreement" means the executed agreement between the District and the successful Contractor on the terms and conditions set out in this document;

(b) "District" means the District of Kitimat;

(c) "District's Representative" means the Purchasing Manager or his designate;

(d) "Cold Drink Beverages" is defined as all major branded non-alcoholic carbonated and non-carbonated beverages natural or artificially-flavoured non-alcoholic beverages, whether consumed independently or used as a mixer or otherwise, including but not limited to, non-alcoholic beverages with nutritive or non-nutritive sweeteners; natural or artificially flavoured non-alcoholic fruit and/or vegetable juices (sweetened or unsweetened); fruit and/or vegetable juice containing drinks; fruit and/or vegetable punches; hypertonic, hypotonic and isotonic energy and fluid replacement drinks (sometimes referred to as "sports drinks"); frozen carbonated beverages; packaged flavoured and/or unflavoured, sweetened or unsweetened, carbonated and non- carbonated waters, ice teas; and all cold drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages. "Cold Drink Beverage" does not include milk, flavoured milk, branded or unbranded fresh brewed coffee or tea, unbranded fresh squeezed juices, unbranded drinks such as smoothies, punches, shakes, nutritional supplement drinks and other similar beverages.

(e) "Contractor" means a contractor who is providing the Goods and Services under this Agreement;

(f) "Contractor's Representative" has the meaning set out in section 11.1;

(g) "Commission" means the commission rates set out in Appendix 2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing;

(h) "Department" means the Leisure Services at 270 City Centre, Kitimat, BC

(i) "Department Representative" means the Director of the Leisure Services Department, located at 270 City Centre, Kitimat, BC, who shall represent all District Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;

(j) "Event of Default" references Article 6.1(c);

(k) "Equipment" means that vending machines, cooler and fountain beverage equipment and accessories loaned by the Contractor to the District and its licensees and third party operators for use in the locations during the Term as listed in Appendix 1;

(l) "Force Majeure" shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting,

embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfil its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party; and

## **2.0 INTERPRETATIONS**

- (a) "Authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the District;
- (b) "Determination" shall mean the written documentation of a decision of the District's Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;
- (c) The Headings and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;
- (d) The word "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;
- (f) No approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and
- (g) Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

## **3.0 REPRESENTATIONS OF CONTRACTOR COVENANTS, REPRESENTS AND WARRANTS TO THE DISTRICT THAT:**

- (a) Contractor is a corporation, duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;

- (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
- (c) All necessary proceedings have been taken to authorize Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) This Agreement has been properly executed by Contractor and is enforceable against Contractor in accordance with its terms;
- (e) Any statement, representation or information, whether oral or written, made furnished or given by Contractor, its directors, officers or anyone acting on behalf of Contractor, to the District in connection with this Agreement is materially correct and accurate;
- (f) Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfil its obligations under this Agreement;
- (g) The observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, or any contract or agreement to which it is a party;
- (h) Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this Agreement;
- (i) Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by Contractor under those laws as of the reference date of this Agreement;
- (j) Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;
- (k) Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the District;
- (l) Contractor accepts the risks assigned within this Agreement identified as being borne by Contractor;
- (m) Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;
- (n) Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (o) Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to, the standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the District; aspects of the work and all information necessary to perform the work;

- (q) Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;
- (r) Contractor is an independent Contractor and not the servant, employee, partner, or agent of the District;
- (s) Contractor will not, in any manner whatsoever, commit or purport to commit the District to the payment of any money to any person;
- (t) No partnership, joint venture, or agency involving the District is created by this Agreement or under this Agreement;
- (u) The District may, from time to time, give such instructions to Contractor as the District considers necessary in connection with provision of the work, which instructions Contractor will comply with, but Contractor will not be subject to the control of District with respect to the manner in which such instructions are carried out;
- (v) All employees and sub-Contractors employed by Contractor to provide the work are at all times the employees and sub-Contractors of Contractor and not of the District . Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee;
- (w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

#### **4.0 GENERAL OBLIGATIONS OF CONTRACTOR**

##### **4.1 Contractor shall:**

- (a) Offer installation and operation of Vending Services;
- (b) Perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of the Services during the term;
- (c) Use its best endeavours to provide the Services to the District in a timely manner and in accordance with the terms of the Agreement;
- (d) Ensure that all its employees engaged in this Agreement are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Services standards for persons having those qualifications and experience;
- (e) Follow all instructions of the District's Representative, in respect of the performance by Contractor of its obligations under this Agreement and cooperate fully with the various Departments and act in good faith towards the District ;
- (f) Maintain clear communication lines with staff in order to offer the best customer service;
- (g) Comply with all laws, and
- (h) Only use the facilities provided by the District for the purposes of this Agreement.

(i) Market the services to the best of their ability and the District will assist in identifying and supporting opportunities.

## 5.0 TERM

**5.1 The Contractor** will provide the Services for the period commencing on (START DATE) to (END DATE) (the "Term").

**5.2 Renewal Term** The District may at any time prior to \_\_\_ days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) one year renewals following the completion of the initial Term.

If the District elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

## 6.0 FINANCIAL SUMMARY

**6.1 Commission Payment** The Contractor will pay to the District a \_\_\_ % commission based on gross monthly vending sales exclusive of sales tax based on the scope of Services as set out in Appendix 1. In addition, the Contractor on the 15th day of \_\_\_ annually, will pay to the District a \_\_\_ % commission on all annual gross sales exceeding \$ \_\_\_ per each full year of the Term. Commissions to the District are to be paid directly to the District by the Contractor in the form of a cheque.

**6.2 Payment Procedures** The Contractor shall calculate and remit Commissions earned on or before the fifteenth (15th) day following the month just ended. In support of each commission cheque issued, the Contractor is required to attach a monthly revenue and commission report covering the following information:

### For each location:

- (a) Gross dollar sales and commissions. Indicate separate calculations for each commission type.
- (b) Net sales and commissions. Indicate separate calculations for each commission type.

### For each machine:

- (a) Counter readings - indicating beginning and ending counter readings.
- (b) Explanation of counter discrepancies resulting from malfunctions or repairs to the machines.
- (c) Unit sales for each type of product sold in each machine.
- (d) The monthly commission is subject to 5% G.S.T.

All payments due to the District will be presented to:

District of Kitimat  
Finance Department  
270 City Centre  
Kitimat BC V8C 2H7

Monthly payments can be made as one lump sum covering all locations; however, lump sum payments must be accompanied by a statement showing the following:

**6.3 Commissions** The District makes no guarantee as to the amount of product that will be sold within a fiscal year. Under no circumstances will the District be required to sell a minimum amount of product in order to receive the commissions or other financial and/or non-financial benefits agreed upon.

**(a) Lost Sales** The Contractor is responsible for and is taking all risk with respect to any reduction of Gross Sales due to theft, fire, accident, vandalism, temporary loss of power, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond the District's control, actions within the District's control that are taken in the best interests of the public and/or any other taken in the reasonable exercise of the District's discretion. Unless otherwise expressly agreed to in writing by the District, no reduction in Gross Sales attributable to such factors shall constitute a basis for reducing or renegotiating any annual commission guarantees, or any other payments to the District.

#### **6.4 Records**

**(a) Operator's Records** For the purpose of ascertaining the amount payable as percentage of commission payable, the Contractor agrees to maintain, at its expense, accurate and true records of all sales and revenue collected from the vend equipment and such records shall be available to the District for inspection for a period of not less than three (3) years following the end of each operating year. The District's representative shall have the right to authorize District employees to examine these records aforesaid on reasonable notice during regular business hours. The District agrees to keep confidential all information obtained under this Agreement.

**(b) Quarterly Report** The Contractor shall deliver to and review with the District, at a minimum, a quarterly report detailing all:

- Sales and purchase per facility per reporting period,
- A description of the item sold,
- Unit of issue,
- Unit price; and,
- Quantity sold for the current quarter and year-to-date.

Submission of the quarterly report is to be no later than one month following the three-month reporting period.

The quarterly reports shall be provided in either electronic format or computer-generated spreadsheets and will include machine-specific volumes (by location) and product volumes by machine and area.

The Contractor is to interpret and summarize the data contained in the revenue statement and provide recommendations for improvement, where applicable.

In addition, regular meetings as requested by District's representative will be scheduled to evaluate performance and services levels.

## **7.0 TERMINATION – District**

### **7.1 This Agreement will terminate:**

- (a) At the expiration of the initial term, unless extended by mutual agreement; or
- (b) If at any time there occurs an Event of Default (defined below), the District may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of ten ( 10) days after receiving the Notice of Complaint thereof from the District, then the District may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the District, the Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the District, as determined by mutual agreement.
- (c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:
  - (i) If Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
  - (ii) If Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
  - (iii) If Contractor has made an assignment of the Agreement without the required consent of the District ;
  - (iv) If Contractor fails to provide the Services as required under the terms of this Agreement.
- (d) The District may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

## **8.0 DISPUTE RESOLUTION**

Contractor will continue performance of the agreement during all disputes with the District. The timely performance of services must not be delayed or postponed pending resolution of any disputes, except as Contractor and the District may otherwise agree in writing.

If there is any dispute regarding the interpretation, performance, or an alleged breach, of this Agreement, either party may give written Notice of Dispute to the other party and Contractor's Representative and the District's Representative shall meet within three (3) business days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of both parties. If the parties' representatives cannot resolve the dispute within five (5) business days after they meet, it shall be referred for mediation.

## **9.0 WCB AND OCCUPATIONAL HEALTH AND SAFETY**

The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and

others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the District has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the District to the Contractor. The District shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.

The Contractor agrees that it is the "prime contractor" for the work as defined in the Workers' Compensation Act, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the Workers Compensation Act and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. That person will be the person so identified in this Agreement, and the Contractor will advise the District immediately in writing if the name or contact number of the qualified coordinator changes.

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.

The Contractor shall fulfil all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the District facilities.

The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" shall be shipped along with the Goods, materials, products and any future SDS updates will be forwarded.

## **10.0 Liaison**

Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- Contractor shall appoint a representative ("Contractor's Representative") who shall have the duty of instituting and maintaining liaison with the District as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor's Representative; and
- The District shall appoint a representative ("District's Representative") who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the District's Representative.



Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the District's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

### **11.0 GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the District in respect of this Agreement, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

### **12.0 WAIVER – District**

Any failure of the District at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the District at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

No action or want of action on the part of the District at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the District of any of its said rights or remedies.

Any failure of Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

### **13.0 SUBCONTRACTORS**

Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the District's Representative, which consent may not be arbitrarily withheld in the District Representative's sole discretion.

The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

#### **14.0 AMENDMENTS**

No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

#### **15.0 SURVIVAL OF COVENANTS**

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 21.0 shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

#### **16.0 CONFIDENTIALITY OF INFORMATION**

The Contractor should be aware that the District of Kitimat is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

#### **17.0 NON ASSIGNABILITY**

This Agreement may not be assigned by Contractor without the prior written consent of the District. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the District pursuant to the terms hereof.

#### **18.0 JOINT AND SEVERAL**

If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

#### **19.0 FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arose out of causes beyond the control of both Contractor and subcontractor, and without the fault or

negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

## **20.0 INSURANCE & INDEMNITY**

### **20.1 Indemnity Save Harmless**

Contractor agrees to indemnify and save harmless the District, its elected and appointed officials, officers, employees and agents, from and against all claims, liabilities, demands, actions, proceedings, loss and expense (including legal costs) whatsoever for damage to or destruction or loss of property and loss of use thereof, and injury to or death of any person or persons arising directly or indirectly out of (i) the installation, operation, use, relocation, removal, maintenance and/or repair of any/all equipment or of property of Contractor (ii) the performance, purported performance or non-performance of this Agreement, or (iii) any act of negligence, wilful misconduct or omission by Contractor, its employees and agents except only where such death, injury to persons or damage to property is due to the sole negligence of the District.

### **20.2 Insurance**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the District: Commercial General Liability insurance on an occurrence basis, in an amount not less than two million dollars (\$2,000,000) inclusive per occurrence against bodily injury and property damage arising out of the operations of the Contractor, its employees, agents and subcontractors. The policy shall be endorsed to name the District as an additional insured under this policy.

## **21.0 OCCUPATIONAL HEALTH AND SAFETY**

Contractor and its employees shall conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The District may on twenty-four (24) hours written notice to Contractor, install such devices or rectify any conditions creating an immediate existing hazard that would be likely to result in injury to any person. However, in no case shall the District be responsible for ascertaining, or discovering through inspections or review of the operations of Contractor or otherwise, such deficiency or immediate hazard.

Contractor shall fulfil all its duties, obligations and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board.

## **22.0 AUDIT**

At its option, the District may cause at any reasonable time upon forty eight (48) hours prior written notice to Contractor, a complete audit to be made of Contractor's business affairs and records relating to the Services by an accountant acceptable to the District for the period covered by any statement issued by Contractor as above set forth. If such audit shall disclose a liability for commission payable Contractor shall promptly pay the District. The District would be responsible to cover the auditor's expenses.

### **23.0 CONFLICT OF INTEREST**

A council member or any employee of the District shall not have a direct or indirect interest in a Company or own a Company which is the successful Contractor.

The Contractor shall disclose to the District prior to accepting the Agreement, any potential conflict of interest. If such a conflict of interest does exist, the District may, at its sole discretion, withhold the Agreement from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the Agreement, the Contractor is retained by another client giving cause to a potential conflict of interest, and then the Contractor shall so inform the District. If a significant conflict of interest is deemed by the District to exist, then the Contractor shall refuse the Agreement or shall take such steps as are necessary to remove the conflict of interest. Contractor shall disclose to the District Representative, prior to awarding of the Agreement, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the District may, at its discretion, withhold the Agreement from the Contractor until the matter is resolved to the satisfaction of the District.

Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

### **24.0 NON-LIABILITY OF DISTRICT OFFICIALS**

Under no circumstances shall any officer, employee, or agent of the District of Kitimat acting within the course and scope of his/her District responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the Agreement, including but not limited to its negotiation, execution, performance, or termination.

### **25.0 KITIMAT BUSINESS LICENSCE**

The Contractor shall have or obtain a District Of Kitimat Business License and shall keep the license current for the duration of the Agreement term.

### **26.0 CONTRACTOR PERFORMANCE REVIEW**

Contractor's performance will be evaluated by the District no less than annually on the following criteria:

- Overall financial performance as compared to the previous year's performance adjusted for participation variations. Actual figures compared to revenue projections will be compared to analyze variances.
- Volume of customer complaints.
- Participation levels and growth.

### **27.0 BUSINESS REVIEW & PLANNING**

Contractor agrees to conduct quarterly business review meetings with Leisure Services Department Representatives.

Meetings would evaluate promotions, participation levels, service and future opportunities, develop overall strategic sales and volume building programs.

### 28.0 SERVICE OF NOTICES

All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number.

### 29.0 ENUREMENT

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

#### (District Representative)

(a) The District:       **District of Kitimat**  
                                  Purchasing Department  
                                  206 Enterprise Ave, Kitimat, BC V8C 2H7

Attention:       Ronald Rich, Purchasing Manager  
Phone:           250-632-8925  
Email:           [purchasing@kitimat.ca](mailto:purchasing@kitimat.ca)

#### (Contractor Representative)

(b) The Contractor    Name of Contractor  
                                  Address

Attention:       \_\_\_\_\_

Phone:           \_\_\_\_\_

Email:           \_\_\_\_\_

Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

**DISTRICT OF KITIMAT**

**I/We have the authority to bind the District.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**[INSERT NAME OF CONTRACTOR]**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(LEGAL NAME OF CONTRACTOR)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**SCHEDULE C - FORM OF PROPOSAL**

**RFP Project Title:**                   **INSTALLATION AND OPERATION OF SNACK  
FOOD VENDING MACHINES**

**RFP Reference No.: 2025-02**

**Legal name of Proponent:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**To:**

District Representative:     Shaun O’Neill, Deputy Director of Leisure Services  
Address:                     District of Kitimat  
                                   Purchasing Department  
                                   270 City Centre  
                                   Kitimat, BC V8C 2H7

Email For PDF Files:       [purchasing@kitimat.ca](mailto:purchasing@kitimat.ca)

Dear Madame:

**1.0 I/We**, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the District Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP

**2.0 I/We confirm** having full knowledge that the District reserves the right to divide up the Goods and Services by type of work, or other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions with the District for one or more agreements to perform a portion or portions of the Goods and Services.

**3.0 I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 - Statement of Departures;
- Schedule C-2 - Proponent's Experience;
- Schedule C-3 - Proponent's Technical Proposal (Services);
- Schedule C-4 - Proponent's Technical Proposal (Time Schedule); and
- Schedule C-5 - Proponent's Financial Proposal.

**4.0 I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**5.0 I/We confirm** that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "prime contractor", I/we will notify the District immediately, and I/we will indemnify and hold the District harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the District in connection with any failure to so notify the District.

**This Proposal is submitted by this [ ] day of [ ], [ ].**

**I/We have the authority to bind the Proponent.**

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(Legal Name of Proponent)

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(Signature of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)



**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the District, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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2. The District of Kitimat requires that the successful Proponent have the following in place before commencing the Services:

a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;

b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;

c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the District as additional insured and generally in compliance with insurance certificate forms, i.e.: Standard Certificate of Insurance.

d) District of Kitimat business license;

e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and

f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, and Incorporation Number \_\_\_\_\_.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the District agrees **to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.**

**SCHEDULE C-2 - PROPONENT'S EXPERIENCE**

Proponents should provide information on the following:

- (i) Location of primary business, branch locations, nearest branch and its role, structure of the Proponent and number of years the business has been operational;
- (ii) Describe your relevant experience and qualifications in delivering Services similar to those required by the RFP including approximate total volume of vending machine services performed for the past five years;
- (iii) State your ability to provide the Services. Describe your experience in providing healthy food products, including introduction, education and promotion strategies;
- (iv) Describe your equipment servicing resources, capability and capacity, as relevant;
- (v) Provide three references of recent successful performance where the requirements were similar to the District's requirements as set out in this RFP. The District reserves the right to request site visits and demonstrations of existing Proponent operations. Proponent is required to include for each reference the following itemized information. The District's preference is to have a minimum of three references.
  - a. Name of client organization
  - b. Reference contact information
    - i. name
    - ii. phone number
    - iii. email address
  - c. How long has the organization been a client of the Proponent?
- (vi) Provide information on the background and experience of all key personnel proposed to undertake the Services.

**Key Personnel**

Name: \_\_\_\_\_

Experience:

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

**Sub-Contractors**

(vii) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services:

<b>DESCRIPTION OF SERVICES</b>	<b>SUB-CONTRACTOR NAME</b>	<b>YEARS WORKING WITH PROPONENT</b>	<b>TELEPHONE NUMBER AND EMAIL</b>

### **SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)**

Proponents should provide the following that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the District's schedule as specified in this RFP:

#### **1. Business Plan**

(i) Provide a description of your proposed business plan;

#### **2. Equipment**

(i) Provide a list of vending machines that you are proposing. Include as a minimum, the following information:

- a. Number and type of machine; and
- b. Specifications of each type of machine, including dimensions (include pictures or illustrations);

(ii) Provide detailed specifications information for each model and make of equipment, including brochures indicating:

- a. Power supply requirements
- b. Plumbing requirements
- c. Overall dimensions
- d. Capacity of equipment

#### **3. Products, Including Healthy Options**

Vending Machines should dispense nationally known products and local preferences. Include information relating to your proposal, healthy snack food options.

(i) Provide a proposed list of products to be vended (food and beverage - projected product mix) that meet the Healthy Guidelines. Include as a minimum the following information:

- a. Product category/description;
- b. Product size; and
- c. Retail price.

(ii) Describe your proposed method of analyzing sales and product load/movement per machine and summary report generation include a plan for communication, and performance review;

(iii) Describe your marketing and promotion strategies for healthy food and for increasing sales;

(iv) Describe your health education strategy for increasing patron knowledge about healthy food and how to make an informed choice using the check mark labelling system; and

#### **4. Implementation/Transition Plan**

(i) Provide a description of your proposed implementation/transition plan. Provide a detailed start-up including proposed time frames and resources. The start-up plan must ensure smooth transition with minimal disruption to District's operations;

(ii) Provide a comprehensive operational plan that illustrates how the Proponent intends to ensure the success of an agreement. Proponent shall include, procedures and plans for daily operational issues such as equipment servicing, re-stocking, maintenance response time, refund policy and other related issues;

(iii) Proposal should also include proposed procedures and reports to be used in monitoring the performance of the vending machine operation on an ongoing basis. Address the following topics, but Proponents are free to suggest additional measures:

- a. Recording, verifying and reporting revenue;
- b. Sales activity and projections;
- c. Marketing/promoting activity; and

(iv) Describe how you would coordinate the removal of existing vending equipment with the incumbent provider and installation of your proposed new vending equipment;

#### **5. Service Requirements**

(i) On-call service: Describe how you are going to provide on-call services as described in Schedule A-section 7.1.

(ii) Describe in detail your maintenance plan as it relates to the proposed equipment. Include your service response guarantee for machine breakdown;

(iii) Provide details of your proposed quality assurance program regarding equipment performance and overall condition. Include a sample audit report; and

(iv) Describe in detail the install process of equipment and what is required; include information on what the District's responsibilities may be.

**SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)**

Proponents should provide an estimated schedule, with major item descriptions and timelines indicating a commitment to perform the Contract within the time specified.

**SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

The Proponent is to submit a detailed explanation of their proposed revenue sharing arrangement with the District. Examples include monthly revenue payments to the District calculated as a percentage of gross receipts for the month.

**Example:**

**SCHEDULE C-5, FINANCIAL PROPOSAL  
INSTALLATION AND OPERATION OF SNACK FOOD VENDING MACHINES  
RFP # LS01-2016**

**TABLE 1**

Product Category/Description (List Product and Brand Name)	Package Size	Projected Annual Sales Volume (Units)	Vending Machine Price (\$/Unit)	Total Estimated Annual Sales (\$)	Rate of Commission (%)	District Annual Commission	Additional Incentive Offered (i.e. Annual Marketing Fund)