



REQUEST FOR PROPOSAL

No: 08-05-1999 Vending Services

CAMOSUN COLLEGE

3100 Foul Bay Road

Victoria, BC V8P 5J2

CAMOSUN COLLEGE INVITES PROPOSALS FOR THE PROVISION OF VENDING SERVICES FOR SEVERAL LOCATIONS ON BOTH CAMPUSES FOR A PERIOD OF FIVE (5) YEARS COMMENCING AUGUST 11th, 2008 WITH ONE (1) THREE (3) YEAR OPTION TO RENEW SUBJECT TO PERFORMANCE AND CONTRACT REVIEW AND ACCEPTABLE REVENUE NEGOTIATIONS.

SEALED PROPOSALS MUST BE RECEIVED IN THE OFFICE OF PURCHASING SERVICES, PAUL BUILDING, ROOM 201 ON OR BEFORE **2:00 PM, Friday, June 20, 2008**. PROPOSALS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED. FAXED AND E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSALS ARE IRREVOCABLE FOR 90 DAYS AS SET OUT IN THIS RFP UNTIL A CONTRACT HAS BEEN NEGOTIATED WITH THE SUCCESSFUL SUPPLIER OR THE RFP PROCESS IS TERMINATED.

THE RFP FORM ATTACHED AS SCHEDULE E MUST BE ATTACHED TO ANY PROPOSAL. **FAILURE TO DO SO WILL DISQUALIFY YOUR PROPOSAL.**

RFP CHECKLIST

The following is a checklist intended to assist the Supplier in ensuring that its Proposal is considered by Camosun.

- ___ Does your Proposal include a completed and **signed** RFP Form in the form attached to this RFP as Schedule E?
- ___ Is your Proposal **sealed**?
- ___ Is your Proposal correctly addressed and references the RFP number on the outside envelope?
- ___ Have you allowed enough time for your Proposal to be delivered before the **Closing Time** stated in the RFP?
- ___ Was the completed Acknowledgement Sheet found on page 5 of this RFP previously forwarded by fax to 250-370-3662, Attention: **RFP 08-05-1999**? Questions and answers may not be supplied to any Supplier who has not returned the acknowledgement sheet, completed and signed.
- ___ Have you sent Five (5) **sealed** copies of your Proposal as specified?
- ___ Have all prices been stated in **Canadian funds**, with all taxes extra?
- ___ Have all contractual or specification inquiries regarding this RFP been directed in writing by fax to Attention: Doug McCurdy at 250-370-3662 unless other instructions exist in this RFP?

See instructions on page 1 and additional instructions in the RFP.

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Schedule A – About Camosun

Schedule B – The Services

Schedule C – Proposal Evaluation

Schedule D – Submittal Document Checklist

Schedule E – Proposal Form

Schedule F – Reference Documents (under separate cover)

F1. Healthy Food Guidelines

F2. Maps of current vending locations

ACKNOWLEDGEMENT SHEET

Please complete this acknowledgement sheet and return by fax to 250-370-3662

Attention: RFP 08-05-1999

SUPPLIER NAME:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

**SIGNING REPRESENTATIVE/
OFFICIAL (PRINTED OR TYPED
NAME):**

TITLE:

DATE:

1. INTRODUCTION AND SCOPE

1.1 RFP Terminology and Interpretation

Throughout this RFP, terminology is used as follows:

- (a) “Acknowledgment Sheet” means the Acknowledgment Sheet at page 5 of this RFP which must be submitted by each Supplier which wishes to submit a Proposal.
- (b) “Camosun” means Camosun College, a college organized and existing under the *College and Institute Act* (British Columbia).
- (c) “Closing Time” means 2:00 PM, Friday, **June 20, 2008**
- (d) “Contract” means the written agreement between Camosun and the Supplier which is selected by Camosun to provide the Services as contemplated by this RFP.
- (e) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with Camosun College.
- (f) “Evaluation Team” has the meaning set out in Section 2.1 of this RFP.
- (g) “Proponent” means an individual or a company that submits or intends to submit a proposal in response to this Request for Proposal.
- (h) “Proposal” means a proposal to provide the Services made by a Supplier to Camosun in response to this RFP.
- (i) “Reference Documents” means the documents provided by Camosun to the Suppliers for their information and to assist the Suppliers in preparing their Proposals. As of the date hereof, the Reference Documents provided to the Suppliers are as listed in Schedule F.
- (j) “RFP” means this Request for Proposal.
- (k) “Services” means the services to be rendered by the Supplier as agreed between the Supplier and Camosun in the Contract. It is expected that the Services will correspond with requirements set out in Schedule B. The Supplier will set out the scope, terms and condition of upon which the Supplier proposes to deliver the Services in the Supplier’s Proposal.
- (l) “Supplier” means an individual or firm which provides vending services in good standing who or which submits, or intends to submit, a Proposal in response to this RFP.
- (m) The terms “must”, “mandatory” or “required” mean a requirement stipulated for all Proposals in this RFP which must be met in order for any Proposal to be considered by Camosun.
- (n) The terms “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

1.2 Purpose and Intent

The purpose of this RFP is to obtain Proposals for the provision of the Services from established Suppliers, as described in this RFP.

1.3 Condition of Submitting a Proposal

No Supplier is under any obligation to submit a Proposal. If a Supplier submits a Proposal for consideration by Camosun, such submission will be accepted by Camosun on the express understanding and condition that the Supplier accepts all terms and conditions of this RFP, including all rights, discretions and privileges granted to Camosun pursuant to this RFP.

2. EVALUATION CRITERIA AND PROCEDURES

2.1 Evaluation Team

Camosun will establish an evaluation team (the “Evaluation Team”) to review the Proposals received. The Evaluation Team will be comprised of such individuals as Camosun, in Camosun’s unfettered discretion, deems appropriate to evaluate the Proposals in light of Camosun’s interests and the terms of this RFP.

2.2 Proposal Evaluation

Proposals will be evaluated to identify the Supplier who best demonstrates an understanding of the objectives of Camosun and who best demonstrates the ability, in the opinion of the Evaluation Team, to meet or exceed the requirements of Camosun in relation to the Services. The Evaluation Team will make its recommendation for the selection of the Proposal of a Supplier based upon the qualitative judgment of the Evaluation Team for total value relative to the following criteria:

Mandatory Criteria	
Proposal must be received at the closing location before the specified closing time	Pass/fail
Proposal must be received in English and must not be sent by facsimile or email	Pass/fail
A completed and signed Proposal form must be received	Pass/fail
Five (5) complete hard copies of the proposal must be submitted	Pass/fail
Proposals must be based on the use of new (or good as new) machines	Pass/fail

Desirable Criteria	Weight
Qualifications & Experience	15%
Company Management & Personnel	15%
Program and Service	30%
Financial	30%
Added value and unique offerings	10%
TOTAL	100%

The information which should be provided by the Supplier to address the above criteria is set out in Schedule D.

2.3 Award by Camosun

Camosun reserves the right to award a Contract(s) for the Services in whole or in part. The highest revenue Proposal for the Services or any part of the Services will not necessarily be accepted. In the event that no Proposal is received by Camosun which is acceptable to Camosun, in Camosun's unfettered discretion, Camosun reserves the right to:

- Call for new Proposals based on revised scope, or
- Negotiate an agreement for the delivery of all or part of the Services on a sole source basis, or
- Discontinue the RFP process and its efforts to identify a suitable Supplier, or
- Take such other action as Camosun, in Camosun's unfettered discretion, deems appropriate.

2.4 The Contract

The Contract award will use the terms of this RFP together with any terms of the Suppliers proposal which are not inconsistent with these Camosun documents and which have been specifically accepted by Camosun, and in particular, to ensure that the provisions relating indemnity, insurance and liability conform with the provisions of this RFP.

2.5 Presentations

Suppliers may be asked to make a presentation to the Evaluation Team, at a time to be advised, on Wednesday, July 2nd, 2008. Notification of presentation times will be given to Suppliers after June 23rd, 2008. If a Supplier declines to make a presentation when requested to do so, such Supplier may be disqualified.

2.6 Negotiation Delay

If a Contract is not settled between Camosun and any Supplier approved to deliver the Services by Camosun within 30 days of notification of approval, Camosun may, in its sole discretion, terminate negotiations with that Supplier and negotiate an agreement with another Supplier of its choice or take any of the other actions set out in Section 2.3.

3. PROPOSAL PREPARATION AND SUBMISSION

This Section 3 sets out the expectations of Camosun in relation to the preparation and submission of Proposals and related procedures which are to be followed by all Suppliers. Suppliers are cautioned to carefully read and address the expectations in this RFP, as any deviation may cause Camosun to reject their Proposals.

3.1 Closing Time

Five (5) sealed and completed copies of each Proposal must be received on or before the Closing Time, as shown on the clock of the Camosun Purchasing Department office on Friday, **June 20, 2008**, at:

Camosun College
Purchasing Department
Request for Proposal #
Paul Building, Room 201
3100 Foul Bay Road
Victoria, BC
V8P 5J2

It is the responsibility of the Supplier to allow sufficient time for delivery of their Proposal by the Closing Time. Camosun will, upon receipt of Proposals delivered by Canada Post or courier, make every effort to assist the Suppliers to immediately route the Proposal to the Purchasing

Department. However, Camosun assumes no responsibility for Proposals that are not received by the Camosun Purchasing Department by the Closing Time, regardless of the reason.

Proposals sent via facsimile or other means of electronic transmission will not be accepted.

3.2 Planned Sequence of Events

Release of RFP	Wednesday, May 14, 2008
Last Day to Submit Questions	Monday, June 16, 2008
RFP Closing	2:00 PM Local time, Friday, June 20, 2008
Presentations, if necessary	July 2, 2008
Tentative Announcement of Award	July 9, 2008
Start Date	August 11, 2008

The above planned sequence of events is subject to change with notice.

3.3 Rejection

Proposals will be disqualified and will be returned to the Supplier if they are:

- (a) Not sealed;
- (b) Contain copies of Reference Documents which have been altered contrary to Section 4.13
- (c) Received at the Camosun Purchasing Department after the Closing Time;
- (d) Received without the completed Proposal Form annexed hereto as Schedule E; or
- (e) Not duly signed by an authorized officer of the Supplier.

3.4 Questions Arising from the Proposal Process

Information with respect to the Vending Services RFP obtained from any source other than Camosun’s Purchasing Services is not official and may be inaccurate. If a Supplier believes that it has questions that are important to its Proposal, such Supplier should fax such questions by June 16, 2008 to 250-370-3662 Attention: **RFP 08-05-1999**. Camosun will endeavor to provide a response to any Supplier who has submitted a question within 3 business days. Camosun will provide a copy of the question and Camosun’s response thereto to all Suppliers who have been invited to submit Proposals or who have returned the completed Acknowledgement Sheet.

3.5 Revisions of Proposals

Up to the Closing Time, Proposals may be amended or withdrawn by notice in writing, signed by the Supplier of record. Thereafter, a Proposal cannot be amended.

3.6 Additional Information

Proposals may contain such information as the Supplier deems relevant, whether or not specifically requested by this RFP.

3.7 Opening of Proposals

A public opening of Proposals will not occur. Opening of Proposals will be by Camosun Purchasing staff and may include other Camosun employees that are directly involved with the RFP. Proposals which are not disqualified pursuant to Section 3.2 will be forwarded immediately to the Evaluation Team for evaluation.

4. GENERAL TERMS AND CONDITIONS

4.1 Currency

All prices are to be in Canadian funds, all taxes extra.

4.2 Ownership of Proposals and Freedom of Information

Camosun acknowledges there may be commercial information and design innovation and know-how which forms part of a Proposal and, subject to this Section 4.2, Camosun agrees to hold such information in strictest confidence. After acceptance of a Proposal, the material contained in the successful Proposal will be incorporated, as applicable, into the Contract. Camosun will have the right to use such material in the future, in any way that Camosun may choose in relation to the vending services. Camosun will require the successful Supplier to assign to Camosun a license to use any copyrighted items produced or provided by the Supplier for whatever purpose Camosun requires them to be used in relation to the vending services.

All documents submitted become the property of Camosun. Suppliers are advised that the information contained in Proposals and subsequent Contract documents may be subject to access under provisions of the *Freedom of Information and Privacy Act* (British Columbia). Further, Camosun has a contractual requirement to provide, upon request, a copy of any Purchase Order issued as a result of this RFP to CUPE Local 2081, subject to the *Freedom of Information and Protection of Privacy Act*. In addition, Camosun is entitled to disclose all documents submitted to the Ministry of Advanced Education, the Ministry of Finance and with the professional advisors of any person with whom Camosun is authorized to disclose such documents, including Camosun’s own professional advisors.

4.3 Notification of Changes/Addenda

Camosun reserves the right to issue Proposal addenda at any time and from time to time up until 4:00 PM, June 16, 2008 with respect to anything contained in the RFP, and reserves the right to issue addenda extending the Closing Time but not otherwise amending this RFP, up to and including the Closing Time. It will be the duty of each Supplier to ensure that all addenda have been obtained. Camosun will issue each addendum to all Suppliers who have submitted an Acknowledgment Sheet to Camosun. Acknowledgement is hereby made of receipt and inclusion of the following addenda to the tender documents:

- Addendum No. _____ dated _____ : _____ pages
- Addendum No. _____ dated _____ : _____ pages
- Addendum No. _____ dated _____ : _____ pages
- Addendum No. _____ dated _____ : _____ pages

4.4 Validity of Proposal

All Proposals must remain valid and open for acceptance for a period of 90 consecutive days from the Closing Time.

4.5 Suppliers' Experience Requirements

Camosun will only consider Proposals from Suppliers who demonstrate to the satisfaction of the Evaluation Team that such Suppliers have the ability to provide the expertise and resources to perform the Services as required by the Contract. To this end, the Suppliers should provide particulars of instances when they previously provided services similar to the Services and produce satisfactory references in this regard.

Any Supplier who is unable to satisfy these requirements will be disqualified from the RFP process.

Camosun reserves the right to disqualify from the RFP process any Supplier which has previously failed to complete its obligations under any prior contract with Camosun or which has any affiliate, shareholder, member, director or officer who or which has failed to complete their respective obligations under any prior contract with Camosun.

4.6 Suppliers' Expenses

Suppliers are solely responsible for their own expenses in preparing a Proposal and for subsequent presentations and negotiations with Camosun. In no event will Camosun be liable to any Supplier for any claims, whether for costs or damages incurred by the Supplier in preparing its Proposal or lost profits claimed or by reason of such Supplier not having the opportunity to enter into a Contract with Camosun or by reason of Camosun terminating any Contract when permitted to do so.

4.7 Limitations of Damages and Other Remedies

In the event that, notwithstanding Section 4.8 a Supplier is entitled to make a claim against Camosun in relation to this RFP for whatever reason, in no event will the Supplier be entitled to recover an amount in excess of the reasonable costs incurred by the Supplier in preparing its Proposal, or if a Supplier is accepted as the preferred Supplier, such Supplier's reasonable costs of negotiating the Contract. The Supplier, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Supplier for any reason whatsoever or such Contract is terminated as permitted by this RFP.

In the event that a Supplier disputes the selection of another Supplier by Camosun as the party with whom Camosun will negotiate the Contract or the award of the Contract to another Supplier, such dispute will not prevent Camosun from proceeding with negotiation and finalization of the Contract with the successful Supplier, nor will the dispute prevent Camosun from proceeding to implement the Contract with such successful Supplier. The Supplier agrees that in no event will any dispute by any Supplier delay the commencement of the vending services.

4.8 Acceptance of Proposals

This RFP will not be construed as a contract to purchase goods or services. Camosun is not bound to accept the highest revenue Proposal nor is Camosun obligated to accept any Proposal. Proposals will be assessed in light of the evaluation criteria, outlined in ***2.0 Evaluation Criteria and Procedures***.

Subsequent to the submission of Proposals, meetings and discussions may be undertaken with any or all Suppliers who have submitted Proposals, but Camosun will be under no obligation to receive further information, whether written or oral, from any Supplier nor to disclose the nature

of any Proposal received. Camosun will not be obligated in any manner to any Supplier pursuant to this RFP until a written agreement has been executed relating to an approved Proposal.

4.9 Change in Scope

Camosun reserves the right to issue addenda modifying the terms of this RFP at any time, up to and including to 4:00 PM, June 16, 2008, in Camosun's unfettered discretion, and in particular, Camosun reserves the right, without invalidating the RFP, to alter, add to, or deduct from the Services described in this RFP. Such changes will be advised in writing by Camosun to the Suppliers and the impact of any such changes must be addressed in each Supplier's Proposal. Subsequent to the appointment by Camosun of the preferred Supplier of the Services, Camosun reserves the right to alter, add to, or deduct from the Services as set out in such Suppliers Proposal, and the impact of any such changes will be addressed in the Contract, as negotiated and settled between such preferred Supplier and Camosun.

4.10 Reference Documents

While Camosun has used considerable effort to ensure an accurate representation of information in the Reference Documents and this RFP, the information contained in the Reference Documents and this RFP is supplied solely for the information of and as a guideline to Suppliers. Such information is not guaranteed or warranted to be accurate by Camosun, nor is it necessarily comprehensive or exhaustive. Nothing in the Reference Documents and this RFP is intended to relieve Suppliers from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

4.11 Alterations to Reference Documents

A Supplier may incorporate all or any part of the Reference Documents in its Proposals. A Supplier must not alter any portion of the Reference Document, with the exception of adding the information requested in such Reference Documents or as may be explicitly disclosed in the Supplier's Proposal.

4.12 Negotiation of Contract

Notice in writing to a Supplier of the acceptance of its Proposal by the Camosun will not bind Camosun to retain the Supplier to perform the Services, but will only bind Camosun to negotiate in good faith the terms and conditions of the Contract upon which the Services will be performed by the Supplier. Any Proposal of a Supplier which is accepted by Camosun will serve as the basis for negotiations of a Contract for provision of Services by such Supplier to Camosun, but Camosun will not be bound to agree to any term or condition which may be contained in such Proposal. No Supplier will acquire any legal or equitable rights or privileges with respect to the provision of the Services to Camosun until a Contract has been signed sealed and delivered by both the Supplier and Camosun.

4.13 Assignment of Contract

No Supplier will have any rights pursuant to this RFP or by virtue of having its Proposal accepted which are capable of transfer or assignment to any person. The Contract will contain provisions pursuant to which the Contract cannot be transferred or assigned without the consent of Camosun, in its unfettered discretion. The Contract will limit the subcontracting of Services without the prior written consent of Camosun, not to be unreasonably withheld.

4.14 Acceptance of Terms

By submitting a Proposal, a Supplier will be deemed to have accepted all of the terms and conditions of this RFP. Any terms and conditions contained within a Proposal which are

inconsistent with this RFP will not be binding upon Camosun, even if such Proposal is accepted by Camosun, unless Camosun expressly agrees to the contrary at the time of acceptance.

4.15 Termination

Camosun may terminate the Contract of the supplier at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed.

Camosun may terminate the Contract in whole or in part if the Supplier defaults in the fulfillment of any or all of its obligations under the Contract provided that; except in the case where Camosun acting reasonably deems it impractical, the Supplier shall be entitled to cure the default within the **30** days period or as mutually extended by agreement between Camosun and the Supplier, shall entitle Camosun to terminate the contract immediately.

In the event that Camosun does terminate the Contract in whole or in part as specified above, Camosun may procure items or services similar to those so terminated and the Supplier may be liable to Camosun for any excess costs for such similar items or services.

Notwithstanding the provisions specified above, Camosun shall be entitled at anytime during the Contract to terminate the Contract upon written notice to the Supplier. Upon receipt of written notice of termination, the Supplier shall discontinue providing the services in accordance with the notice.

4.16 Governing Law

The Agreement will be construed under and according to the laws of the Province of British Columbia the parties irrevocably submit to the jurisdiction of the Courts of the Province of British Columbia.

4.17 Internal Complaint Process

The Purchasing Department will follow the formal protest hearing process for any complaints which may be filed in accordance with the Agreement on Internal Trade. In no event will any complaint delay the negotiation of the Contract with the Supplier selected by Camosun.

4.18 No Partnership or Agency

In no event will a Supplier be a partner or agent of Camosun. The relationship of Camosun and the Supplier will be that of independently contracting parties and subject to the limitations set out in the Contract.

5. CONFIDENTIALITY AND SECURITY

5.1 Non-Disclosure

Neither this RFP nor any portion hereof nor any portion of the Reference Documents, will be used by the Supplier for any purpose other than the submission of Proposals. Information pertaining to Camosun obtained by the Supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from Camosun, as applicable. Suppliers will not confer with each other in relation to this RFP or any Proposal which they may make.

5.2 Security Standards

The Supplier must maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining confidentiality of information gained while making this Proposal, negotiating a Contract and carrying out the Services.

5.3 Conflict of Interest/Code of Conduct

Suppliers must comply with the Camosun Conflict of Interest Policy in all respects. Camosun Conflict of Interest Policy states in part “No conflict will exist between the private interest of employees and the discharge of their duties or the operation of Camosun.” And “Employees, in the performance of their duties, will not give preferential treatment to relatives or friends, or to organizations in which they or their relatives or friends have an interest, financial or otherwise.”

A full copy of the Conflict of Interest policy can be obtained at:

<http://www.camosun.bc.ca/about/policies/operations/o-5-human-resources/o-5.11.pdf>

or by requesting a faxed copy of this policy by calling the Purchasing Office at 250-370-3044.

The Supplier is required to fully disclose the name(s) of any Camosun employee who may be in a conflict of interest should the Supplier be successful.

5.4 No Lobbying

Until Camosun announces the preferred Supplier, this RFP, Suppliers must not attempt to communicate directly or indirectly with any employee, contractor, consultant or representative of Camosun, including the Evaluation Team or with any elected officials of the Province or any person known by the Supplier to be on the Evaluation Team, other than Camosun’s, Purchasing Services without the written consent of a representative of Purchasing Services. In this regard, all contractual or specification inquiries must be directed in writing by fax to Purchasing Services 250-370-3662. Camosun reserves the right to disqualify any Supplier from submitting a Proposal if such Supplier fails to adhere to the provisions of this Section 5.4. Under no circumstance will a Supplier communicate with members of the public or the media about the provision of vending services, a Proposal or a Contract, other than as expressly directed or permitted by Camosun.

5.5 Disqualification

Any disclosure by a Supplier contrary to Section 5 of this RFP will entitle Camosun to disqualify the offending Supplier from the RFP process and any future business dealings with Camosun.

6. LICENSING, LAW, PERMITS AND TAXES

6.1 Legal Compliance

The Supplier will comply with all applicable federal, provincial and municipal laws and regulations relating to the Services and will pay for all permits and certificates required in the performance of the Services.

6.2 Licensing

The Supplier must be licensed to perform the Services under all applicable acts and regulations of the Province of British Columbia. Licenses must be in good standing throughout the duration of the Contract. Failure to maintain licenses and qualifications will constitute a breach of the Contract.

6.3 Taxes

The Supplier will pay in full any applicable federal, provincial and municipal taxes which are the obligation of the Supplier and which are in force for the time being, throughout the duration of the Contract.

6.4 WCB

The Supplier will be registered in good standing with the Workers’ Compensation Board of British Columbia for the duration of the Contract.

6.5 Safety and Health and Harassment/Human Rights

Camosun has published Safety and Health and Harassment/Human Rights policies. All Suppliers must perform all work following these guidelines in addition to all applicable laws. A full copy of the Safety and Health and Harassment/Human Rights policy can be obtained by requesting a faxed copy by calling the Purchasing Office at 250-370-3044.

7. INSURANCE

7.1 Mandatory Insurance Terms

All the insurance policies which the Supplier is required to obtain will provide:

- (a) that the insurance will not be cancelled, or materially changed in any way without the insurer giving at least thirty days (30) prior written notice to Camosun;
- (b) will be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia;
- (c) will be at no expense to Camosun;

7.2 Supplier's Insurance Coverage

The Supplier, during the term of the Contract, will provide and maintain the following insurance which will be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to Camosun:

- (a) automobile liability coverage on all licensed vehicles owned by or leased to the Supplier, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees under the Contract. Such insurance will be for an adequate amount acceptable to Camosun and will in any event be not less than \$1,000,000.00 inclusive of any one accident.
- (b) Comprehensive General Liability insurance, inclusive limits of not less than \$2,000,000.00. The insurance may contain a deductible clause not to exceed \$1,000.00 protecting the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees against any loss or damages arising out of the services rendered by the Supplier, the Supplier's sub-consultants, and their respective servants, agents or employees under the Contract. The Supplier may take out such additional insurance as the Supplier may consider necessary and desirable. All such additional insurance will be at no expense to Camosun.

The Supplier will ascertain that all sub-consultants employed by the Supplier carry insurance in the form and limits specified in this Section 7.

Evidence of insurance in such form as may be required will be lodged with Camosun prior to the commencement of any of the Supplier's services.

Any liability of the Supplier under the Contract will not be affected by the provisions of this Section 7.

7.3 Camosun's Insurance Coverage

Camosun will provide for its own benefit, as well as for the benefit of the Supplier and its sub-consultants:

- (a) Comprehensive General Liability coverage protecting Camosun, the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Supplier, the Supplier's sub-consultants, and their respective servants, agents or employees under this agreement. Such insurance will be for an amount of \$10,000,000.00 inclusive for any one occurrence, and will include a standard form of cross-liability clause. Camosun, the Supplier and his sub-consultants will observe and cause to be observed the terms, conditions and exclusions of such coverage and will be responsible for any failure to do so. Completed operations coverage will be maintained by Camosun for a period of not less than 24 months after the performance of the work; and
- (b) All Risks Coverage covering all property of every description to be used in the installation/construction of the vending services, including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the work while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by Camosun.

The Supplier and the Supplier's sub-consultants will observe or cause to be observed, the terms, conditions and exclusions of Camosun's coverage and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Supplier or any sub-consultant.

Certificates evidencing Camosun's insurance may be obtained upon request to Camosun.

7.4 Loss

In the event of loss, the Supplier will immediately notify Camosun with full details of the incident. The Supplier will act in the best interests of Camosun and any adjustment of the loss with Insurers and repairs will be carried out subject to the instructions of Camosun. The Supplier will be entitled to such reasonable extension of time for completion of his services as Camosun may decide.

7.5 Indemnity

Notwithstanding the provision of insurance coverage by Camosun, the Supplier hereby agrees to indemnify and save harmless Camosun, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "claims") that Camosun may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Supplier or the Suppliers sub-consultants, servants, agents or employees, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of Camosun, its other consultants, assigns and authorized representatives or any other person.

8. REFERENCES

8.1 References

Proposals must include at least 3 references for similar or relevant projects (for which the Supplier provided vending services) and include a contact name (key decision-maker), address,

phone number and email address. A clear indication of the role played by the Supplier in each of these references must be included.

SCHEDULE A

ABOUT CAMOSUN

Camosun College

Camosun is a dynamic and innovative community college and is one of the most comprehensive public post-secondary institutions in the Province of British Columbia. Camosun offers a variety of programs including Career, Technical, Vocational, first and second year University Transfer, Adult Basic Education and English as a Second Language.

Camosun has two main campuses serving a diverse population of over 7,800 credit students, 10,000 non-credit students and 800 to 1000 international students each year, with a budget of \$85 million.

Additional information about Camosun can be obtained from Camosun's website at www.camosun.bc.ca

The two campuses:

Lansdowne Campus
3100 Foul Bay Road
Victoria, B.C.
V8P 5J2

Interurban Campus
4461 Interurban Road
Victoria, B.C.
V9E 2C1

SCHEDULE B
THE SERVICES

SPECIFICATIONS/REQUIREMENTS

The services listed below are the minimum Services that should be addressed in your Proposal. If the Supplier has other services to offer which would benefit the vending services, the Supplier is free to include them in its Proposal.

Camosun Vending Service Requirements

Camosun is seeking a supplier for vending services for food and beverages, in a clean and sanitary manner, sufficient to supply the needs of the college community at various locations in buildings at both campuses. Currently there are approximately 19 vending machines on the Lansdowne campus and 21 at the Interurban campus with a mixture of snack food machines and cold beverage machines. There is one bill change machine at each campus. Annual sales from both campuses is approximately \$160,000 (year ending Apr30, 2007), with \$88,000 from Interurban. We invite proposals that include a variety of food options, including refrigerated snack, as well as cold beverages, that meet the Healthy Food Guidelines.

Remission of revenue will be made on the 15th of the current month for the previous month. The college will supply all necessary power and water at its own expense.

Vending machines are currently located at each campus in the following buildings:

Lansdowne campus, Fisher, Ewing (inside and outside locations), Paul, Young and the Wilna Thomas buildings. Machines at Lansdowne include: 14 cold beverage, 5 snack, 1 hot beverage, and 1 ice cream. As well, an office supply machine is located in the library.

Interurban campus, Centre for Business and Access, Technology, Campus Centre, Jack White and Drysdale buildings. Machines at Interurban include: 13 cold beverage, 7 snack, 1 hot beverage, and 1 ice cream. An office supply machine is located at the Interurban library as well.

Ryan Vending currently holds the contract that expires July 31, 2008. They have provided all vending equipment at the College, and would remove same by that date if they are not awarded the contract.

We encourage you to put forth your creative suggestions that will provide additional service to our customers and increase revenues to the college.

Revenue Sharing

The college makes no guarantee of revenue. Seasonal fluctuations of student levels will impact sales volumes.

Revenue proposed may be offered as a percentage of gross revenue. Other alternatives will be considered if proposed.

Scope:

Camosun College, through this Request for Proposal is seeking experienced and qualified Proponents/Firms to provide the following categories of liquid refreshment beverages, candy and snack products and services:

- Beverage Vending (cans and plastic bottles) – includes Soya-based, rice and rice-based, carbonated and non-carbonated, juice;
- Hot coffee and tea vending;
- Snack food and candy product vending;
- Ice Cream and Dairy vending;
- Change machines;
- Reverse Vending Machines – Refundable Deposit (plastic/can) recycling vending.

Vending of smoking products is not permitted.

Out-of- Scope

- Snack foods and beverages are available in food service areas and bookstores on both campuses

The award of this RFP will be based primarily on the minimum services listed in Section C, however, any additional services proposed will be seriously considered.

Deliverables:

The Contractor shall:

- Provide full service vending machines and services for both campuses in identified locations and additions during the term of this agreement;
- Provide affordable, healthy, contemporary and nutritious products;
- Provide products at pricing that are competitive within the local marketplace;
- Maintain all equipment in a clean, sanitary and good mechanical condition on a timely basis (within 4 hours of services call);
- Remit payments as prescribed prior to the 15th day of the month following the previous month end;
- at its sole cost and expense, maintain and service all equipment with merchandise in sufficient quality, quantity, variety, and at times to service the college community;
- Provide additional vending machines and services from time-to-time throughout the duration of the agreement upon request from Camosun's designated representatives;
- Ensure that all units comply with the Province of British Columbia Electrical Protection Branch requirements, contain a Canadian Standards Association (CSA) label, or an Intertek Testing Services label or an Underwriters' Laboratories of Canada (ULC), or a Underwriters' Laboratory Inc. (UL) label;

- Be responsible for loss of or damage to the Contractor's vending machines, equipment, or their contents. All costs of vandalism to and theft from the machine will be realized by the Vendor and all insulation of the machines will be the responsibility of the Vendor;
- Install machines that are new or as good as new when initially installed, and in first class operational condition during the term of the Agreement. Proposals must be based on the use of new (or as good as new) machines with non-re-set-able cash accounting meters and bill readers;
- Configure all banks of machines with dollar bill readers/changers;
- Provide options to introduce vend cards similar to and compatible with Camosun's College Card or Student Card;
- Suggest a recommended list of proposed products to be sold by location that will include brand name, portion size, and proposed selling price in compliance with the Healthier Choices in Vending Machines in B.C. Public Building" policy dated May 25, 2007. Information on this policy is available online at: <http://www.lcs.gov.bc.ca/HealthierChoices/> and is available in the Reference Documents Schedule;
- Ensure that vending machines are topped-up and filled with fresh product just prior to each weekend and major events;
- Vending machines shall be continuously and always stocked with fresh, quality, brand name merchandise;
- At all times, the Contractor may be required to provide certain local products at the request of Camosun. To the extent possible and practical, the Contractor shall stock vending machines with local product (Victoria, Vancouver Island, British Columbia);
- Annually, the Contractor shall provide for approval a product delivery schedule for all products and services identified within the RFP. Each campus shall be notified of their delivery days;
- within 30 days of the Commencement Date, the Contractor shall have completed the installation of any and all new machines for the provisions of this Contract, and will provide Camosun with an up-to-date list of all of the equipment by serial number, number, type, model and manufacturer, meter reading and location. All proposed changes to the initial listing shall be subject to mutual agreement except as otherwise provided hereunder and shall be confirmed in writing to the College;
- All equipment supplied by the Successful Proponent is owned by the Contractor and is loaned at no charge by the Successful Proponent to the College until the expiration of the Term or Renewal Term as the case may be, or such earlier date as it may be removed by Successful Proponent (with the approval of the College) because it is no longer required, or is replaced;
- At least once in each year during the Term (during the month of April or May unless otherwise agreed), the Contractor and the College shall jointly conduct an equipment and location audit and shall review equipment upgrade, location upgrade and equipment supply opportunities. At least 30 days in advance of such meeting, the Contractor shall provide to the College a list of proposed equipment upgrades, location upgrades and new equipment supply opportunities;
- During the Term, continue, at its own expense, to provide, install and prepare for operation such addition vending equipment and materials, or to upgrade existing equipment or locations, as may reasonably be required on Campus at particular locations to be agreed upon from time to time by the College and the Contractor, none of who shall unreasonably withhold its agreement (except that the College may withhold its consent if in its reasonably exercised discretion the cost of installing utilities, drainage or similar facilities necessary for the use and operation of the Vending Equipment would be unreasonably high);

- Throughout the Term, maintain, service and promptly repair or replace, at no charge, on a “priority” bases all Vending Equipment and materials supplied by the Contractor as is necessary to maintain the Vending Equipment and materials in good working order at all times (the Equipment Services”). The Equipment Services shall be provided on a 24 hour day, seven days a week, 365 days a year basis, but, in the case of any particular building, subject to any periods during which such building may be closed. As part of the Equipment Services, the Contractor shall carry out regular inspections and preventative maintenance and service. All Equipment Services shall be performed by qualified technicians and shall be consistent with industry standards, and shall be provided promptly and courteously with the minimum amount of interruption and inconvenience possible. The Contractor’s technicians shall respond on site within two hours of any repair service request. If Vending Equipment cannot be repaired on site, it will be replaced with comparable Vending Equipment within one day. Access to machines for stocking, coin removal and servicing is Monday through Saturday, 7:30 a.m. to 8:00 p.m.;
- Appoint a designated representative who shall be continuously assigned to the management of the Camosun account. If the College is not satisfied with the designated representative then they shall be changed at the request of the College. Persons appointed as replacements of the designated representative from time to time shall be subject to the reasonable approval of the College;
- Not change the designated representative except in all other cases, when the designated representative is replaced by a person approved by the College, each acting reasonably, and such person is personable, qualified and experienced in duties of the type required to be performed by the designated representative;
- The designated representative shall routinely review and inspect operations, consult with the College on current and future Vending service programs, and act with full authority on the Contractor’s behalf in any and all matters pertaining to the specifications of the RFP. The designated representative will at all times be understood to be in the employee of the Contractor and acting within the course and scope of the Contractor’s authority;
- The Contractor will ensure and guarantee the purchase price of products for the first year following the Commencement Date; beyond the first year the Contractor will supply industry wide data or audited 3rd party information for requested increases to product cost;
- Prices and product are subject to the approval of the College. All prices must be inclusive of taxes. Any increases during the term of the contract must be actual product increases only;
- The Contractor shall ensure at all times that its prices are not in excess of the normal community standard selling price for comparable products;
- The Contractor shall ensure at all times that its prices are not in excess of the price offered by the Contractor to other universities, colleges and other non-educational institutions of similar volume;
- The College reserves the right to approve all Products, portions and sales blends before they are offered to the general public. All Products must be a well known brand name recognized for quality. Cigarettes will not be vended. Before any perishable Products are supplied, the Contractor shall submit a list of the proposed perishable Products to the College for approval. All perishable goods shall have a posted expiry date and must be removed form the Vending Equipment before their posted expiry date;
- The Contractor will ensure at all times that the variety, quantity of portions, quality, preparation, freshness, packaging and presentation of the Products meets or exceeds the highest industry standards;

- The Contractor shall be responsible for ensuring at all times that all Vending Equipment, Products, installation and maintenance conform at a minimum to the standards laid down by “Health and Welfare Canada, Inspection Branch” and the National Automatic Merchandising Association, and shall have full CSA approval or BC Provincial Electrical Inspection Department approval and shall be the most energy efficient type.

The Contractor shall support the College’s energy management efforts by adhering to the following:

- all machines should be EnergyStar rated to ensure the machines are energy efficient when they run.

REFRIGERATED VENDING MACHINES

- Provide fully functional VendingMisers® or other approved external control devices on all refrigerated vending machines to ensure they run only when needed. Install in accordance with all required codes, including electrical and WCB. The required system includes a controller which plugs into the wall - the vending machine plugs into the controller, and a low voltage wire is run to a wall or ceiling bracket for the PIR occupancy sensor. The controller powers the unit down unless someone walks by, or the controller determines that refrigeration is required for the product.
- Ensure vending machine controls are set for minimum lighting and cooling energy use at night, on weekends or other unoccupied periods if the machine does not carry dairy products, fresh juices or other perishable items.

NON-REFRIGERATED VENDING MACHINES

- Provide fully functional timers or other approved external control devices on all non-refrigerated vending machines. Install in accordance with all required codes, including electrical and WCB. The required system includes a controller which plugs into the wall - the vending machine plugs into the controller. The controller powers the unit down during unoccupied hours.
- Ensure vending machine controls are set for minimum lighting energy use at night, on weekends or other unoccupied periods, if the machine does not require power to protect product quality.

Additional Requirements:

- The Contractor shall supply and install Vending Equipment in good working condition and appearance. The Contractor agrees to upgrade the Vending Equipment consistent with new industry developments and the objective of maximizing customer use;
- The Contractor warrants that the Vending Equipment and parts supplied by it pursuant to the Agreement shall be new (or as good as new), shall be fit for the intended purpose, shall comply with all applicable laws and regulations and shall meet or exceed industry standards;
- The Contractor, its employee and agents shall all adhere to the highest standards of cleanliness, sanitation and hygiene in performing their duties hereunder;
- The Contractor shall remove all trash created during the servicing of the Vending Equipment to dumpsters provided and serviced by Camosun, provided that recyclable materials shall not be put in dumpsters if recycling containers are available;
- The Contractor shall maintain maximum insect and pest control and elimination for its Products and equipment of a kind and in a manner which is humanly safe;

- The Contractor shall establish and maintain a measure of financial control satisfactory to the College, acting reasonably;
- The Contractor shall deliver to and review with the College a quarterly report detailing all sales and items sold related to the operation under this Contract. The revenue statement shall include a sales summary by campus and building location and machine. Submission of the quarterly report shall be no later than one month following the quarterly reporting period;
- The Contractor shall interpret and summarize the data contained in the Revenue Statement and provide recommendations for improvement where applicable;
- On request of the College from time to time, the Contractor shall meet with the College to review each period report, explain deviation, discuss problems, and mutually agree on courses of action to improve the results of the required services included in the Agreement;
- In consideration for the College permitting the Contractor to exclusively supply Vending Services on Campus, the College requires that the Contractor pays to the College on an agreed upon schedule and formula percentage of Vending sales (“Commission”). The College would also value other support for College or Vending related activities; please detail in the Proposal;
- The Contractor shall collect, pay and remit all taxes, license fees and all other charges whatsoever levied or charged by any Federal, Provincial, Municipal or other authority in respect of the operation of the Vending Services and the sale of the Products, and will indemnify and save the College harmless from any and all such taxes, license fees and charges;
- The Contractor shall present all materials relating to advertising and/or marketing to the College for review and approval prior to distribution;
- The Vending Machines and the Products shall at all times remain the sole property of the Contractor. The Contractor shall bear all risk of loss to the Vending Machines and the Products supplied to and contained in the Vending Machines, wherever situated, including, without limitation, any loss due to theft or fire. In no event will the College be responsible to indemnify or reimburse the Contractor for the loss of any Vending Machines or products, whether or not such loss is caused by the negligent act of the College or any its respective servants, employees, agents, invitees, students, or others;
- No price increase shall take place during the traditional academic year (September – June);
- The Contractor shall ensure that it has available for supply hereunder a selection of Products which includes those products from time to time now and in the future which are in the greater demand by British Columbia consumers of machine vended goods in the “hot beverages, snacks, confectionery” and other product categories to be supplied hereunder;
- It is the intent of the College to meet the spirit of the Healthier Choices in Vending Machines in B.C. Public Buildings. The Contractor shall ensure the product offerings to be supplied meet the stated guidelines;
- The Contractor acknowledges that the College may enter into exclusive sponsorship and supply arrangements with manufacturers and/or Contractor of packages ice cream and ice cream novelty products, snack products, confectionery products, cold beverage products and coffee and tea products for the supply and sale of such products on Campus. The Contractor agrees that should the College give notice (the “Notice”) to the Contractor from time to time that it has concluded exclusive arrangements with a manufacturer and/or Supplier in an Exclusive Product Category (the “Exclusive Supplier”), then within 15 days from the date of such Notice the Contractor shall stock in its Vending Machines only products of the Exclusive Supplier in respect of such Exclusive Product Category, provided that Contractor shall not be required to remove the Vending Machines any existing stocked Products which are inconsistent with the Exclusive Suppliers rights unless such Products still remain

30 days aft the Notice referred to above. The College recognizes that such exclusive agreements must provide the Contractor with competitive pricing, delivery and marketing opportunities;

- The Contractor will at its sole expense, acting reasonably and consistent with usage, upgrade coin acceptors to accept new or revised coins as issued by the Canadian mint;
- Route employees shall sanitize all equipment at each restocking and shall clean floor spillage which occurs in the process of filling or sanitizing equipment. The Contractor shall clean and keep clean the premises below, above and behind the Vending Equipment.
- The Vending Equipment shall be equipped with the latest state-of-the-art non-reset meters which are maintained in continual operative condition and which provide at a minimum the following information:
 - a) An accurate tally of the volume of all sales by item, at any given time;
 - b) An accurate tally of the value of all sales by item, at any given time; and,
 - c) Such other information as the College may, from time to time, reasonably require;
- No later than 30 days after the expiration of each sale period during the Term, The Contractor shall provide to the College a statement of the volume and value of gross vending sales by item and location and by machine, for the most recently expired sales period. Unless otherwise agreed, a sales period shall be one calendar month;
- A representative of the College may accompany the Contractor's route employees when meter counts and money collections are made, upon reasonable notice to the Contractor;
- The Contractor agrees to provide a petty cash/refund process through each campus Bookstore in the case of malfunctioning machines not dispense the Product when money is deposited in same. The Contractor will reimburse the Bookstore for documented refunds to Vending customers.

Proponents acknowledge Camosun College is subject to the Freedom of Information and Protection of Privacy Act and all proposals will be received and held in confidence.

Camosun College shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence where required or permitted by law and shall not be liable for any disclosure made in respect of a request under the Act.

**SCHEDULE C
PROPOSAL EVALUATION**

Mandatory Criteria	
Proposal must be received at the closing location before the specified closing time	Pass/fail
Proposal must be received in English and must not be sent by facsimile or email	Pass/fail
A completed and signed Proposal form must be received	Pass/fail
Five (5) complete hard copies of the proposal must be submitted	Pass/fail
Proposals must be based on the use of new (or good as new) machines	Pass/fail
Desirable Criteria	
	Weight
Qualifications & Experience	15%
- Experience with BC's post-secondary system and/or public institutions	
- Experience and history with providing Healthy Foods	
- Corporate stability	
- References	
Company Management & Personnel	15%
- Demonstrated commitment to good corporate citizenship in all cities and countries of operation	
- Composition of Supplier's project team and availability and commitment to perform the Services	
- Reporting and Liaison to/with Camosun College	
Program and Service	30%
- Meets Healthy Food Guidelines	
- Range of product categories - food and beverage	
- Age, aesthetics, number and range of types of vending machines	
- Demonstrated commitment to recycling, environmental stewardship and energy management	
- Demonstrated commitment to local purchasing and/or fairly traded products	
- Special programs or promotions with respect to product, signage and sponsorship opportunities to meet student and/or staff priorities	
- Technological support for product replacement, determining preferred products and cash controls	
- Service response guarantee for machine breakdown	
- Overall product and service program	
Financial	30%
- Pricing policy	
- Revenue share to College	
- Inventory and Cash Controls	
- Overall financial benefit to College	
Added Value and Unique Offerings	10%
TOTAL	100%

SCHEDULE D
SUBMITTAL DOCUMENT CHECKLIST

Assemble your binder in the following order, with sections tabbed by item identifier (A -1, A -2 and so on). Multiple items may be included on a single page if individual items are plainly marked and easily found. Succinctness will be favored throughout.

The rightmost column is for your convenience; it is not necessary to return these pages.

A		
Qualifications & Experience		
A-1	Execute and include the “Proposal Form” located in Schedule E.	
A-2	Briefly summarize the history of your company, including ownership.	
A-3	Highlight the main features that distinguish your company from what your competitors purport to offer. How will these features benefit Camosun community?	
A-4	Identify a minimum of three (3) references of University and College or other relevant accounts. Include name and phone number of the contract administrator.	
A-5	Identify two (2) accounts no longer serviced (within the last 3 years). Include name and phone number of the contract administrator and state the reasons why they are no longer served.	
A-6	Supply a listing of all currently managed University and College or other relevant accounts in Canada. Include any US Universities and Colleges serviced by your company that are comparable to Camosun in terms of demographics, population size, urban setting, etc.	
A-7	State company experience in educational operations.	
A-8	State company experience in providing Healthy Food products, including introduction, education and promotion	
A-9	Provide your company D&B D-U-N-S number.	
A-10	Include WCB clearance certificate letter and commercial liability insurance.	
A-11	Detail any strategic alliances/affiliations.	
A-12	Indicate the annual gross sales for your company for the past three years for operations in BC and in Canada.	

B		
Company Management and Personnel		
B-1	Provide a company organizational chart showing pictorially on a single chart all positions from the route personnel to and including the President.	

B-2	Identify the proposed manager responsible for this account. Letters of reference would be appreciated. <ul style="list-style-type: none"> • Name and title • Years in industry • Years with company 	
B-3	1) Identify the locations supervised by the corporate manager that would have responsibility for this account 2) indicate the number of accounts supervised by this manager; and 3) specify the proposed frequency of site visits to this account	
B-4	State any company performance-based incentive programs for route personnel.	
B-5	Describe how you recruit and replace your route employees. Include the historical average length of their assignments.	
B-6	Describe your corporate commitment in Victoria and other cities that you operate within.	
B-7	Provide examples of quarterly financial statements that would be provided (including sales volume & commission by machines, category and location)	
B-8	Describe your proposed contact and meeting/reporting to the designated Camosun contact	
B-9	Provide a description of Information and Management systems.	

C Program & Service		
C-1	Outline the number and type of machines that you propose by campus, building and floor	
C-2	Provide the list of products (food and beverage) that meet the Healthy Guidelines that you propose to launch this contract period. Indicate the ratio of products by category and product that you propose at the beginning	
C-3	Describe how you would launch the product line and healthy choices	
C-4	Describe your proposed method of analyzing sales and product load/movement per machine and summary report generation	
C-5	Describe how you will respond to sales analyses.	
C-6	Describe your marketing and promotion strategies for the term of this contract for healthy food and for increasing sales	
C-7	Outline the number and type of machines by building and campus that you propose to start.	
C-8	Provide specifications of each type of machine including dimensions.	
C-9	Provide the age and energy efficiency of your proposed equipment. Proposals <u>must</u> be based on the use of new (or good as new) machines.	
C-10	Describe your proactive equipment maintenance. Describe your service response guarantee for machine breakdown	
C-11	Describe and include pictures or illustrations of proposed machines	
C-12	Submit information on company promotions – typical calendar of events, number per year, methods used to advertise promotion etc.	

C-13	Describe what local (200 kilometers from the campus) or fair trade products you will be offering, along with promotional ideas for sustainable food product	
C-14	Describe how you will meet the energy management expectations outline in Schedule B	
C-15	Describe your company's recycling and environmental practices	
C-16	Describe how the Proponent would meet the requirements outlined in this RFP, including a project plan for the implementation and transition of the Services, completed to a level of detail that will demonstrate the timeline and approach to be taken by the Proponent in the provision of the Services.	
C-17	Describe any conditions or requirements outlined in this RFP that you are unable or unwilling to provide, with an explanation.	
C-18	Summarize anything else important to know about your ability to support your program.	

D Financial		
D-1	Submit proposed retail price and portion list for each product proposed to commence this Term	
D-2	Provide sales forecasts contract years 1-2	
D-3	Submit proposed commission/revenue share by product category	
D-4	State company target profit levels – expectations for the first two years of the contract term	
D-5	Describe any optional financial offers.	
D-6	Provide company accounting calendar (e.g. fiscal calendar).	
D-7	Describe cash and inventory controls through each stage of product and cash handling and transaction	

E Added Value & Unique Opportunities		
E-1	<p>Added Value: Set out specific offerings as to improvements which can be made to Vending Services at Camosun. Discuss the likely cost impact of such offerings. Whether such offerings are of value to Camosun, and the extent of such value will be determined in the sole and unfettered opinion of Camosun. i.e.</p> <ul style="list-style-type: none"> - Special services which could be provided for Camosun. - Information which the Supplier believes to be relevant to the service requirements that have not been adequately solicited by this document (such as a corporate sponsorship policy, corporate policy on education, policy on maintaining leadership in the Suppliers area of expertise) - Additional related services which the Supplier may be able to provide. - Any other information or offering which the Supplier may believe to be an incentive to the consideration of its Proposal. 	

F	Operational Responsibilities and Legal Framework Changes	
F-1	Identify any Operational Responsibilities or Legal Framework items that are unacceptable, require modification or any proposed additional content.	

G	Paper Attachments or CD-Rom	
G-1	Specimen client annual business report as well as monthly and quarterly statements	
G-2	Recent corporate annual report or audited financial statements.	
G-3	Sample financial and operational audits	
G-4	Employee handbook	

SCHEDULE E
PROPOSAL FORM

Project Title: RFP # 08-05-1999 Vending Services
Location: Victoria, British Columbia
Submitted to: Camosun College
Purchasing Department
Paul Building, Room 201
3100 Foul Bay Road
Victoria, B.C. V8P 5J2

We, the undersigned (the "Supplier") hereby submit our Proposal to provide the Services, in response to and subject to the terms and conditions of the Request for Proposals made by Camosun dated May 14, 2008 and all Addenda issued to date in respect thereof (collectively, the "RFP") in relation to the Vending Services at Camosun.

Definitions

Unless a contrary intention is clearly indicated herein, terms and expressions used in this Proposal and not defined herein, but which are defined in the RFP, have the meanings given to them in the RFP.

Proposal Firm and Irrevocable

This Proposal constitutes a firm offer to Camosun, which we agree is irrevocable, binding on us, and cannot be withdrawn until 90 days after the Closing Time stipulated in the RFP (or such later Closing Time as may be extended by Camosun by addenda), or until the Contract for the Services is executed and delivered by both Camosun and a provider of the Services who is not the Supplier, whichever is earlier.

We agree that if the Supplier is accepted by Camosun, the Supplier will finalize the Contract generally in accordance with the RFP and within 8 weeks of the public announcement by Camosun of the Supplier for the Services. If the parties do not finalize the Contract to the satisfaction of Camosun during this time period, then the Supplier agrees and acknowledges that Camosun is entitled to break off negotiations with the Supplier and make alternative arrangements for the provision of the Services, if Camosun so chooses.

Performance

We agree to perform the Services to the quality, in the manner specified in, and in full compliance with the RFP, and agree to assume all obligations and liabilities imposed upon the Supplier by the RFP. We agree that if our Proposal varies from any terms or conditions set out in the RFP, even if we are accepted as Supplier, this does not mean that Camosun accepts any such variances.

Price

We agree:

- a) to perform the Contract and to accept, as full compensation therefore, the applicable payments specified in our Proposal; and

- b) that, unless otherwise expressly stipulated in the Contract, we will receive no payment or other compensation under the Contract.

All prices stated in our Proposal, and in any submissions included with or incorporated into our Proposal, are expressed in Canadian currency and are all-inclusive, excluding GST.

RFP Review

We agree that this Proposal is subject to the provisions of the RFP, including all privileges, exclusions and limitations of liability in favour of Camosun. We have notified Camosun of any deficiencies in, or omissions from the RFP. We certify that we have examined and are fully familiar with all of the provisions of the RFP and any addenda issued pursuant thereto; that we have carefully checked all the facts and figures and all statements made in this Proposal; that we have conducted such investigations as are prudent and reasonable in preparing this Proposal, including a thorough review of the Reference Documents if any and all such other matters which may in any way affect our performance of the Services.

No Collusion or Conflict

In preparing and submitting this Proposal, we represent, warrant and confirm that we have not discussed or communicated, directly or indirectly, with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any other such person regarding the content or presentation of their Proposals. This Proposal has been submitted without any connection, knowledge, collusion, comparison of figures or arrangement with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any such person. Neither we, nor any of our partners (if we are a partnership), or any of our members (if we are a joint venture or consortium), have any interest whatsoever in the Proposal of any person who is submitting a Proposal to provide the Services, either directly or indirectly, and we have not entered into any formal or informal arrangement, agreement or understanding before the submission of this Proposal that would have such a result.

Evidence of Authority

By executing this Proposal, each of the undersigned parties and persons represent and warrant that it has full authority to do so and to bind the corporation(s), joint venture(s), consortium (consortia) and partnership(s) on whose behalf they have executed this Proposal, and that the Proposal is binding and enforceable against them in accordance with its terms. If required by Camosun, the undersigned will provide evidence of good standing of the corporation(s), the joint venture(s) or the partnership(s) which constitute the Supplier, together with evidence that the person(s) signing this Proposal on their behalf is/are authorized to bind the Supplier (and also each member of any joint venture, consortium or partnership forming the Supplier) to this Proposal and to the Contract contemplated by this Proposal.

IN WITNESS WHEREOF we have executed this Proposal as of the ____ day of _____, 2008.

Supplier: _____

(Name)

(Street Address or Postal Box Number)

(Apply Seal if Available)

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

Witness: _____

IF THE SUPPLIER IS A JOINT VENTURE:

Executed and delivered by:

(Name)

(Street Address or Postal Box Number)

(Apply Seal if Available)

(City, Province & Postal Code)

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

(Name) _____

(Street Address or Postal Box Number)

(Apply Seal if Available)

(City, Province & Postal Code) _____

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

SCHEDULE F
REFERENCE DOCUMENTS

- ❖ **Healthy Food Guidelines**

- ❖ **Maps of Current Vending Locations**