FORM OF PROPOSAL

TO: **GREATER VANCOUVER TRANSPORTATION AUTHORITY** ("TransLink")

RE: **REQUEST FOR PROPOSALS # SR-2004-001** (the "Request for Proposals")

All words and phrases used in the Request for Proposals have the same meanings herein, unless otherwise stipulated herein.

The "**Selected Retail Spaces**" as used herein means the one or more Retail Spaces which have been selected by the Proponent with "X" or "√" on the Retail Space Matrix (the "Retail Space Matrix") set out as Schedule 1 hereof.

1. OFFER

We, _____,
(Name of Proponent)

of _____
(Address of Proponent)

being familiar with the Proforma Kiosk Licence and the Proforma Operating Licence, and familiar with conditions of and at the SkyTrain and vicinity, and Transit, and all relevant laws, rules, regulations, licensing and permit requirements, and other circumstances that may affect our Proposal, hereby offer and propose to TransLink, if selected by TransLink, to:

(a) construct and fit-up the **Selected Retail Spaces** in accordance with the Proponent's proposal submission and the provisions of the Proforma Kiosk Licence **OR** the Proforma Operating Licence, **OR BOTH**, as applicable, as determined according to the instructions set out in **NOTE 1** of the Retail Space Matrix;

(b) execute and deliver to TransLink, within ten (10) days of receiving it from TransLink after notice of award:

(i) the Kiosk Licence, based on the Proforma Kiosk Licence for the **Selected Retail Spaces** completed in accordance the particulars for the **Selected Retail Spaces** set out in the Retail Space Matrix and as reasonably adapted therefor by BCRTC; **OR**

(ii) the Operating Licence, based on the Proforma Operating Licence for the **Selected Retail Spaces** completed in accordance the particulars for the **Selected Retail Spaces** set out in the Retail Space Matrix and as reasonably adapted therefor by BCRTC;

OR BOTH, as applicable, as determined according to the instructions set out in **NOTE 1** of the Retail Space Matrix;

(c) provide, within ten (10) days after notice of award:

(i) a letter of credit in the amount provided for in Section 6.2 of the Proforma Kiosk Licence, for all **Selected Retail Spaces** for which the Proforma Kiosk Licence applies (or in such other amount as may be agreed upon in writing by the Proponent and TransLink); and

(ii) a letter of credit in the amount provided for in Section 7.2 of the Proforma Operating Licence, for all **Selected Retail Spaces** for which the Proforma Operating Licence applies (or in such other amount as may be agreed upon in writing by the Proponent and TransLink).

The form of the letter(s) of credit will comply with the requirements for letters of credit under Section 6.2 of the Kiosk Licence and Section 7.2 the Operating Licence, respectively. The letter(s) of credit (both of them, if more than one) will be held and applied as security for the performance by the Proponent of all obligations of the Proponent in connection with the Proponent's Proposal. TransLink may elect to accept a cash security deposit as alternative security to a letter of credit; and

(d) operate and perform in a diligent manner in accordance with the terms and conditions of the Proforma Kiosk Licence or the Proforma Operating Licence, or both, as applicable), and in accordance with the construction timetable(s) included in this Proposal for the **Selected Retail Space(s),** respectively.

The Proponent covenants that its Proposal herein will be open for acceptance by TransLink at any time on or before April 27, 2005, and will be irrevocable until then. The Proponent agrees that its Proposal shall be irrevocable and open for acceptance as aforesaid even if the Proposal is non-compliant.

2. SCHEDULES

The following Schedules form part of this Proposal:

Schedule 1 - RETAIL SPACE MATRIX
Schedule 2 - PROPONENT PROFILE

Schedule 3 - FINANCIAL PROPOSAL
Schedule 4 - RETAILING CONCEPT, PRICING AND MERCHANDISING
Schedule 5 - LIST OF MERCHANDISE AND SERVICES
Schedule 6 - CONSTRUCTION DEVELOPMENT PLAN
Schedule 7 - MANAGEMENT TEAM AND OPERATING PROGRAM
Schedule 8 - CUSTOMER SERVICE AND QUALITY CONTROL

3. PROFORMA OPERATING LICENCE and PROFORMA KIOSK LICENCE

The Proforma Operating Licence and the Proforma Kiosk Licence are adopted and incorporated as part of the Proponent's Proposal. Proponents are responsible to ensure that they have received and reviewed them.

4. BASIC TERMS

Licensed Space:	The **Selected Retail Spaces**.
Term:	As set out in the Retail Space Matrix, for each of the **Selected Retail Spaces**, respectively.
Commencement Date:	The respective dates set out in the Retail Space Matrix, for each of the **Selected Retail Spaces**, respectively.
Renewal periods, if any:	As set out in the Retail Space Matrix, for each of the **Selected Retail Spaces**, respectively.
Minimum Fees:	As set out in the Proponent's **Financial Proposa**l attached.
Percentage Fees:	As set out in the Proponent's **Financial Proposal** attached.
Fixturing Period:	60 days prior to the Commencement Date, for each of the **Selected Retail Spaces**, respectively. The Proponent will be responsible for taxes and utilities during the Fixturing Period - Minimum Fees will not apply and Percentage Fees will not apply.
Retail Operations Charge:	As prescribed by TransLink, but not greater than $3.00 per square foot per annum in the first year
Merchandise Items and Services	See Schedule 5 of the Proponent's Proposal.
Co-Covenantor(s)	*Name of Co-Covenantor(s) - Proponent to complete:* _____ _____ *It is expected that in many cases the principal(s) of the Proponent will be named as Co-Covenantor(s).* *If the Proponent is a Canadian division or subsidiary, or other limited purpose or special purpose company, then it is expected that the US parent company (or other parent company) will be party to the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) as Co-Covenantor.*

5. EXECUTION OF THE Proforma Operating Licence (or the Proforma Kiosk Licence, as applicable) BY THE PROPONENT

If the Proponent fails to deliver the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) duly executed by the Proponent and Co-Covenantor(s) named in this Proposal within the period provided in Section 1(b) above, then (without limiting TransLink's other rights and remedies) TransLink may consider the Proponent to have repudiated. The Proponent will not be permitted, without the written consent of TransLink, to open the Licensed Space for business before having executed the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable). Such consent, if given, shall be without prejudice to TransLink's right to require the Proponent to execute the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) and TransLink's other rights. If the Proponent is permitted to open the Licensed Space or any part thereof for business before having delivered the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) as above-stated, then, notwithstanding anything contained herein, until such time as the Proponent does so, TransLink shall be entitled to withdraw the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) and declare the agreement between the parties terminated, whereupon the Proponent shall deliver up the Licensed Space and TransLink will have no further liability to the Proponent.

6. TIMELY COMPLETION

If the Proponent fails or omits to make timely submission to TransLink of any plans or specifications or fails in submitting information or in giving necessary authorizations or fails to perform or complete or delays in performing or completing any work to be carried out by the Proponent, or in any manner delays or interferes with the performance of any work to be carried out by TransLink, then TransLink may, in addition to any other rightful remedy, pursue any of the following remedies as TransLink may elect:

(a) TransLink may give the Proponent five (5) days notice in writing that if some specific failure, omission, or delay is not cured by the date therein stated the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) may at TransLink's option be forthwith cancelled and terminated by TransLink but without prejudice to TransLink's rights; and

(b) TransLink may after written notice of its intention so to do proceed on behalf of the Proponent at the Proponent's sole cost, risk and expense, including expense for such overtime as TransLink's architect may deem necessary, with the completion of the work to be carried out by the Proponent.

7. GENERAL

(a) The description and plans relative to the Licensed Space provided by TransLink will not be construed as limiting the right of TransLink to add facilities or structures, to revise or alter the plans, or to change the configuration or location of the Licensed Space (provided that such change in the configuration or location does not materially and adversely affect the interests of the Proponent). If TransLink makes a change in the area or dimensions of any of the Licensed Space or the location of any of the Licensed Space which materially and adversely affects the Proponent, then, within the earlier of ten (10) days after notice from TransLink of such change or three (3) days after the commencement of the Fixturing Period, the Proponent will be entitled to terminate its obligations relative to the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) as to the Licensed Space affected, by notice in writing to TransLink, and the parties will have no further claim against each other, as to the Licensed Space affected; otherwise, the Proponent will be deemed to have accepted the area of the Licensed Space and the area and dimensions and configuration and location of the Licensed Space, subject only to the provisions of the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) regarding measurement of the Floor Area of the Licensed Space.

(b) If the Proponent is comprised of more than one person, then the obligations of the said persons will be joint and several.

(c) The Proponent covenants that neither the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) nor any claim based on the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable) or related to the Request for Proposals or this Form of Proposal will be filed or registered in any Land Title Office.

8. DECLARATION

The Proponent declares:

(a) that, in submitting this Proposal, the Proponent is not relying on any information or documents provided on behalf of TransLink other than expressly incorporated into this Form of Proposal;

(b) that this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named herein;

(c) that the Proponent has not, directly or indirectly, induced, or solicited any other proponent to submit a sham proposal or any other person to refrain from submitting a proposal, and that the Proponent has not in any manner sought by collusion to secure for the Proponent or for any other person any advantage over any other proponent.

9. TERMS AND CONDITIONS OF REQUEST FOR PROPOSALS

The Proponent confirms that by submitting this Proposal the Proponent accepts and agrees to be bound by all of the terms and conditions prescribed or stipulated in the Request for Proposals, and those set out in herein, and those set out in the Proforma Kiosk Licence (or the Proforma Operating Licence, or both, as applicable).

The Proponent specifically acknowledges that:

(a) any and all claims for damages or other recovery against TransLink and BCRTC, in connection with this Request For Proposals and related matters and the conduct or outcome of the Request For Proposals and related matters, will be limited as set out in Section 3 and elsewhere in the Request For Proposals;

(b) Schedule D of the Request For Proposals - [PROTOCOL FOR SERVICING] forms part of Proponent's Proposal; and

(c) Schedule E of the Request For Proposals - [ZONING AND REGULATORY REQUIREMENTS] forms part of Proponent's Proposal.

EXECUTED under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:
Print name of Proponent: _____
by its duly authorized representatives:

Per: _____ Per: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Seal

WHERE PROPONENT(S) IS (ARE) INDIVIDUALS:
SIGNED, SEALED and DELIVERED in the presence of:

_____
Signature

_____
Print Name

_____
Address

_____
Occupation

Signature of Proponent: _____ Seal

Print name of Proponent: _____

Seal

Signature of Proponent: _____

Print name of Proponent: _____

SCHEDULE 1
RETAIL SPACE MATRIX

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
	Retail Space ID	Station	Address	Level	Drawing	Approx. Area sq. ft.	Term and Renewal [See NOTE 1 below]	Commencement Date [See NOTE 2 below]	Proponent hereby offers to licence from TransLink the following Retail Spaces: **[Select with "X" or "√"the Retail Space(s) for which you are submitting a Proposal.]**	Kiosk Licence or Operating Licence **[Select one or the other with "X" or "√"]** [See NOTE 1 below]	
1.	BD-C-001-00	Braid	81 Braid St.	Concourse	DW-990123-001 B	450	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
2.	BR-M-001-00	Brentwood	4533 Lougheed Highway	Mezzanine	DW-990129-001 B	1125	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
3.	BR-M-002-00	Brentwood	4533 Lougheed Highway	Mezzanine	DW-990129-001 B	695.8	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
4.	BR-M-003-00	Brentwood	4533 Lougheed Highway	Mezzanine	DW-990129-001 B	136	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
5.	BR-P-004-00	Brentwood	4533 Lougheed Highway	Platform	DW-990129-002 B	262	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
6.	BR-P-005-00	Brentwood	4533 Lougheed Highway	Platform	DW-990129-002 B	262	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
7.	BU-C-001-00	Burrard	635 Burrard St. @ Dunsmuir	Concourse	DW-990102-001 B	84	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
8.	BU-C-002-00	Burrard	635 Burrard St. @ Dunsmuir	Concourse	DW-990102-001 B	300	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
9.	BU-C-003-00	Burrard	635 Burrard St. @ Dunsmuir	Concourse	DW-990102-001 B	100	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
10.	BU-C-004-00	Burrard	635 Burrard St. @ Dunsmuir	Concourse	DW-990102-001 B	84	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
11.	BU-I-005-00	Burrard	635 Burrard St. @ Dunsmuir	Inbound	DW-990102-002 B	512	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
12.	BU-I-006-00	Burrard	635 Burrard St. @ Dunsmuir	Inbound	DW-990102-002 B	112	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
13.	CM-C-001-00	Commercial	1725 E. Broadway	Concourse	DW-990133-001 B	269.5	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
14.	CM-C-002-00	Commercial	1725 E. Broadway	Concourse	DW-990133-001 B	285.8	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
15.	CO-P-001-00	Columbia	435 Columbia St.	Platform	DW-990116-001 B	60	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
16.	CO-P-002-00	Columbia	435 Columbia St.	Platform	DW-990116-001 B	60	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
17.	CO-P-003-00	Columbia	435 Columbia St.	Platform	DW-990116-001 B	210	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
18.	ED-G-001-00	Edmonds	6944 18th Ave. @Rumble	Ground	DW-990113-001 B	2400	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
19.	GM-G-001-00	Gilmore	2199 Gilmore Ave.	Ground	DW-990130-001 B	1747	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
20.	GM-G-002-00	Gilmore	2199 Gilmore Ave.	Ground	DW-990130-001 B	1058	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
	Retail Space ID	Station	Address	Level	Drawing	Approx. Area sq. ft.	Term and Renewal [See NOTE 1 below]	Commencement Date [See NOTE 2 below]	Proponent hereby offers to licence from TransLink the following Retail Spaces: **[Select with "X" or "√"the Retail Space(s) for which you are submitting a Proposal.]**	Kiosk Licence or Operating Licence **[Select one or the other with "X" or "√"]** [See NOTE 1 below]	
21.	GM-G-003-00	Gilmore	2199 Gilmore Ave.	Ground	DW-990130-001 B	1074	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
22.	GV-C-001-00	Granville	655 Seymour St. @ Dunsmuir	Concourse	DW-990103-001 B	72	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
23.	HO-C-001-00	Holdom	2111 Holdom Ave.	Concourse	DW-990128-001 B	23.5	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
24.	HO-C-002-00	Holdom	2111 Holdom Ave.	Concourse	DW-990128-001 B	80.7	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
25.	HO-C-003-00	Holdom	2111 Holdom Ave.	Concourse	DW-990128-001 B	76.9	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
26.	HO-C-004-00	Holdom	2111 Holdom Ave.	Concourse	DW-990128-001 B	151.6	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
27.	JY-G-001-00	Joyce	5099 Joyce St. @ Vaness	Ground	DW-990109-002 B	840	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
28.	JY-G-002-00	Joyce	5099 Joyce St. @ Vaness	Ground	DW-990109-001 B	161	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
29.	KG-G-001-00	King George	9875 King George Highway	Ground	DW-990120-001 B	873	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
30.	KG-G-002-00	King George	9875 King George Highway	Ground	DW-990120-001 B	1165	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
31.	KG-P-003-00	King George	9875 King George Highway	Platform	DW-990120-002 B	840	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
32.	LC-C-001-00	Lake City	3191 Lake City Way	Concourse	DW-990126-001 B	463	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
33.	LH-C-001-00	Lougheed	9755 Lougheed Highway	Concourse	DW-990124-001 B	1613.7	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
34.	LH-C-002-00	Lougheed	9755 Lougheed Highway	Concourse	DW-990124-001 B	344	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
35.	LH-P-003-00	Lougheed	9755 Lougheed Highway	Platform	DW-990124-002 B	560	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
36.	LH-P-004-00	Lougheed	9756 Lougheed Highway	Platform	DW-990124-002 B	260	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
37.	MT-G-001-00	Metrotown	4401 Beresford St. @ Patterson	Ground	DW-990111-001-B	1296	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
38.	MT-M-002-00	Metrotown	4401 Beresford St. @ Patterson	Mezzanine	DW-990111-001-B	1296	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
39.	NA-G-001-00	Nanaimo	2450 E. 24th Ave. @ Nanaimo	Ground	DW-990107-001 B	450	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
40.	NA-G-002-00	Nanaimo	2450 E. 24th Ave. @ Nanaimo	Ground	DW-990107-001 B	78	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
41.	NA-G-003-00	Nanaimo	2450 E. 24th Ave. @ Nanaimo	Ground	DW-990107-001 B	60	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
42.	RE-G-001-00	Renfrew	2998 Hebb Ave.	Ground	DW-990132-001 B	523.7	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
	Retail Space ID	Station	Address	Level	Drawing	Approx. Area sq. ft.	Term and Renewal [See NOTE 1 below]	Commencement Date [See NOTE 2 below]	Proponent hereby offers to licence from TransLink the following Retail Spaces: **[Select with "X" or "√"the Retail Space(s) for which you are submitting a Proposal.]**	Kiosk Licence or Operating Licence **[Select one or the other with "X" or "√"]** [See NOTE 1 below]	
43.	RO-G-002-00	Royal Oak	5200 Beresford St. @ Royal Oak	Ground	DW-990112-001 B	235	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
44.	RO-M-001-00	Royal Oak	5199 Beresford St. @ Royal Oak	Mezzanine	DW-990112-002 B	336	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
45.	RU-G-001-00	Rupert	2698 Rupert St.	Ground	DW-990131-001 B	802	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
46.	RU-G-002-00	Rupert	2698 Rupert St.	Ground	DW-990131-001 B	156	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
47.	SA-C-001-00	Sapperton	200 Spruce St.	Concourse	DW-990122-001 B	306	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
48.	SP-C-001-00	Sperling	2800 Sperling Ave.	Concourse	DW-990127-001 B	505.3	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
49.	SP-C-002-00	Sperling	2800 Sperling Ave.	Concourse	DW-990127-001 B	309.5	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
50.	SR-C-001-00	Scott Road	12515 110th Ave.	Concourse	DW-990117-001 B	284.5	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
51.	ST-M-001-00	Stadium	590 Beatty St. @ Dunsmuir	Mezzanine	DW-990104-001 B	428	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
52.	TN-G-001-00	29th Avenue	2790 E. 29th Ave. @ Vaness	Ground	DW-990106-001 B	49	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
53.	TN-G-002-00	29th Avenue	2790 E. 29th Ave. @ Vaness	Ground	DW-990106-001 B	66	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
54.	TN-G-003-00	29th Avenue	2790 E. 29th Ave. @ Vaness	Ground	DW-990106-001 B	525	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
55.	TS-G-001-00	22nd Street	649 22nd St. @ 7th Ave.	Ground	DW-990114-001 B	8520	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	
56.	TS-G-002-00	22nd Street	649 22nd St. @ 7th Ave.	Ground	DW-990114-001 B	1950	See NOTE 1 below	July 6, 2005 Subject to NOTE 2 below	☐	☐ Kiosk Licence ☐ Operating Licence	

NOTE(S)

(1) **Kiosk Licence or Operating Licence; initial Term and renewal periods**

Proponents may, as they wish, choose to propose a **Kiosk Licence** or an **Operating Licence** for any Retail Space, by selecting one or the other as is provided for in the above TABLE.

(a) If "Kiosk Licence" is selected in the above TABLE for a Retail Space, then, for that Retail Space:

- The Proforma Kiosk Licence shall apply;
- The initial Term of the Kiosk Licence shall be ONE YEAR (except as otherwise specifically agreed in writing by the Proponent and BCRTC);
- Except as otherwise specifically agreed in writing by the Proponent and BCRTC, the Kiosk Licence will provide for THREE successive renewal periods, at the option of the Proponent, for ONE YEAR EACH, as is more fully set out in Section 2.5 of the Kiosk Licence; and

- As is more fully set out in Section 2.5 of the Kiosk Licence, the Minimum Fees that will apply for the successive renewal periods will be as follows (except as otherwise specifically agreed in writing by the Proponent and BCRTC):

  For each successive year, the Minimum Fees will be increased by 4.5% of the annual amount last in effect; and

  The Percentage Rate will be the same as the rate last in effect.

(b) If "Operating Licence" is selected in the above TABLE for a Retail Space, then, for that Retail Space:

- The Proforma Operating Licence shall apply;
- The initial Term of the Operating Licence shall be FIVE YEARS (except as otherwise specifically agreed in writing by the Proponent and BCRTC);
- Except as otherwise specifically agreed in writing by the Proponent and BCRTC, the Operating Licence will provide for TWO successive renewal periods, at the option of the Proponent, for FIVE YEARS EACH, as is more fully set out in Section 2.5 of the Operating Licence; and
- As is more fully set out in Section 2.5 of the Operating Licence, the Minimum Fees that will apply for the successive renewal periods will be as follows (except as otherwise specifically agreed in writing by the Proponent and BCRTC):

  For each successive year, the Minimum Fees will be increased by 4.5% of the annual amount last in effect; and

  The Percentage Rate will be the same as the rate last in effect.

TransLink has allowed for a total period of 15 years (the 5 year initial Term, plus two 5 year options to renew) for Proforma Operating Licences with the understanding that in many cases the level of Initial Capital Cost required of the Proponent for the proposed use would not be warranted, as perceived by the Proponent, if the period was shorter. Proponents are advised that, in specific cases, BCRTC might, upon assessing the Proponent's Proposal and the level of Initial Capital Cost entailed, determine that a shorter overall period (for example, 5 years, plus one option to renew for 5 years) would be sufficient. In such cases, BCRTC may choose to discuss and negotiate this with the Proponent. However, unless otherwise mutually agreed by the Proponent and BCRTC, where "Operating Licence" is selected, the total period of 15 years (the 5 year initial Term, plus two 5 year options to renew) shall apply, as previously stated.

(2) **Commencement Date**

This Commencement Date is subject to being deferred, as to each of the selected Retail Spaces independently: (i) as provided for if the Subject Removal Date as set out in Section 3(d) of Schedule E [ZONING AND REGULATORY REQUIREMENTS] is extended; (ii) by TransLink, one time only, for a period of up to 60 days, if TransLink so elects by notice in writing given to the Proponent at least 14 days prior to the Commencement Date otherwise determined; and (iii) by the Proponent, one time only, for a period of up to 45 days, if the Proponent so elects by notice in writing given to BCRTC at least 28 days prior to the Commencement Date otherwise determined.

Proponent must, for each of the selected Retail Spaces, respectively, open for business and commence operating on or before the Commencement Date applicable for that Retail Space.

SCHEDULE 2
PROPONENT PROFILE

General:

Name: _____

Address: _____

Contact Information:

Name and title of representative: _____

Telephone: _____

Fax No.: _____

e-mail: _____

Form of Business Organisation: (Mark "X" or "√"on appropriate line)

☐ Sole Proprietorship

☐ Partnership - date of establishment: _____

☐ Corporation - date of incorporation: _____

Jurisdiction of Incorporation (or of any Partnership filing):

☐ Federal

☐ British Columbia

☐ Other - specify: _____

Financial: (attach current financial statements)

Approximate Value of:	Total Assets of Proponent	$	_____
	Total Liabilities of Proponent:	$	_____
	Net Worth:	$	_____

Financial References: Name(es) and address(es) of Bank(s), with contact person(s) and tel. number(s):

_____

_____

_____

Business References: Name(es) and address(es) of current or recent (within the last three years) Landlord(s), with contact person(s) and tel. number(s):

_____

_____

_____

Corporate Expertise and Experience:

1. Provide a brief history of your company or organisation.
2. Provide a summary of your qualifications and past experience in retail marketing relevant to this opportunity. Attach a listing of personnel and each member's responsibility regarding the development of this project. Resumes of these participants should be provided.
3. Provide a brief description of the financial capability of your company to create the facility to run the proposed business and to sustain its operation.

4. Please describe your experience with any projects you have been involved in that are similar to what is described in this RFP, including management and operations approach, security requirements, trash management, and any relevant lessons learned.

5. Please describe any projects you or your company have been involved in that supported community involvement.

6. If you will be providing a service otherwise not available in the community or that will provide added value to the community, please describe.

SCHEDULE 3
FINANCIAL PROPOSAL

Minimum Fees (minimum guarantee) and Percentage Rate Bid

Please fill in the Minimum Fees (minimum guarantee) bid in both written words and dollar amounts and the Percentage of Gross Revenue bid in the spaces provided below, and have this page initialled by an authorized representative.

Note: The Minimum Fees (minimum guarantee) for each period/year must not be less than the previous period/year's Minimum Fees (minimum guarantee).

Retail Space ID: _____

If Proponent has selected more than one Selected Retail Space, then this Schedule should be completed separately for each Selected Retail Space.

For Retail Spaces for which "Kiosk Licence" is selected in Schedule 1 by Proponent, complete **the TABLE BELOW** for **ONE YEAR.** For Retail Spaces for which "Operating Licence" is selected by Proponent in Schedule 1, complete **the TABLE BELOW** for **FIVE YEARS.**

Period / Year	Minimum Fees for the Period / Year		Rate for Percentage Fees Calculated on Gross Revenue for the Period / Year *
	Written Words	*Dollar Amounts*	
Licence Year 1		**$**	%
Licence Year 2		**$**	%
Licence Year 3		**$**	%
Licence Year 4		**$**	%
Licence Year 5		**$**	%

***NOTE**: **Percentage Fees are payable only to the extent that Gross Revenue multiplied by the applicable Percentage Rate exceeds Minimum Fees in any given Licence Year. See Section 3.3 of the Proforma Operating Licence (or Article 3 of the Proforma Kiosk Licence, as applicable).**

_____ _____

Date **Initials**

FINANCIAL PROPOSAL - continued
pro-forma statements

Each proponent shall prepare pro-forma statements, following the format below, covering the proposed term, for each **Selected Retail Space**. A breakdown of revenues and expenditures shall be provided for each year.

Revenues shall be detailed by major product categories. Expenses shall be broken down into the categories shown below.

All assumptions and key hypotheses supporting the financial projections, including customer counts on which financial projections are based, should be stated. The financial projections should be based upon management's best estimates with respect to the likely future operating results. The forecasted figures must be reasonable and realistic.

Retail Space ID: _____

If Proponent has selected more than one Selected Retail Space, then this Schedule should be completed separately for each Selected Retail Space.

For Retail Spaces for which "Kiosk Licence" is selected in Schedule 1 by the Proponent, complete **the TABLE BELOW** for **at least THREE YEARS.** For Retail Spaces for which "Operating Licence" is selected by Proponent in Schedule 1, complete **the TABLE BELOW** for **at least FIVE YEARS.**

GREATER VANCOUVER TRANSPORTATION AUTHORITY
RFP# SR-2004-001
Financial Proposal – Pro Forma Statements

NAME OF PROPONENT:_____

	Licence Year 1	**Licence Year 2**	**Licence Year 3**	**Licence Year 4**	**Licence Year 5**
Total Revenues **	**$**	**$**	**$**	**$**	**$**
Expenses					
Operating Costs	$	$	$	$	$
Merchandise	$	$	$	$	$
Wages & Salaries	$	$	$	$	$
Interest	$	$	$	$	$
Insurance	$	$	$	$	$
Advertising	$	$	$	$	$
Amortization	$	$	$	$	$
Other Expenses – Before **Minimum Fees** Bid & Taxes	$	$	$	$	$
Total Expenses	**$**	**$**	**$**	**$**	**$**
Net Profit – Before **Minimum Fees** Bid & Taxes	$	$	$	$	$

Estimated Customer Counts*:					

Add additional columns, as required. Attach additional pages as required.
** Revenues shall be detailed by major product categories.

SCHEDULE 4
RETAILING CONCEPT, PRICING AND MERCHANDISING

If Proponent proposes more than one Retailing Concept, then the subject matter of this Schedule should be addressed for each retailing concept.

(1) Retailing Concept

- Description of the proposed retail opportunity. Attach any relevant literature (brochures, etc.). If your retail concept provides food service, a menu of products should be included.

(2) Overall Marketing Strategy

- Describe the marketing strategy Proponent will use in the promotion of the operation with emphasis on obtaining maximum patronage and revenues.

(3) Merchandising Plan and Pricing Philosophy

- Include a narrative to describe the Proponent's Merchandising Plan.
- Describe Proponent's overall pricing concept and philosophy and how it relates to your financial proposal.
- Describe the proposed pricing policy, including how initial prices will be determined and how price increases will be initiated.

(4) Operating Name

- Indicate the operating name proposed by the Proponent (to be approved by TransLink).

(5) General

We encourage you to address, whether in your response to this Schedule or your response to the other Schedules of this From of Proposal, the following, for each **Selected Retail Space**:

- commentary and your assessment of the feasibility of your retail activity including financial proformas and capital requirements where facility construction is required
- benefits of your retail activity to customers and the community
- proposed location(s) for each retail concept
- list of proposed equipment
- required amenities (washrooms needed for staff, for example)
- product offering
- suggested hours of operation
- space and utilities required at each location
- in-store signage requirements
- proposed management method and corporate structure (sole proprietorship, corporate control, salaried employees, franchisees, agents, licensees, etc.) and operations approach (including how the retail operation will be managed, staffed and supervised on site)
- security program/plan, including providing your current policies and procedures for safety and security
- trash/refuse management, including the handling of refuse issues, maintaining the cleanliness and appearance of your retail outlet
- describe your previous experience with assisting in the handling of refuse issues, maintaining the cleanliness and appearance of your retail outlet and establishing policies and procedures for safety and security
- green space development and maintenance
- visual appeal that will create a sense of community
- identify any unique issues that we should be aware (if applicable)
- identify where washrooms would be provided, (if applicable)

- Identify storage, inventory and stocking plans
- Identify loading requirements and/or methods

We encourage you to provide pictures, photographs, renderings, conceptual drawings and sketches of what is envisioned for the location.

Attach additional pages as required.

SCHEDULE 5
LIST OF MERCHANDISE AND SERVICES
PROPOSED BY THE PROPONENT

Retail Space ID: _____

If Proponent proposes more than one Retailing Concept, then the subject matter of this Schedule should be addressed for each retailing concept.

The permitted and required merchandise items and services will be as set out in this Schedule 5, subject to approval by TransLink. This Schedule 5, adapted as may be required for TransLink approval, will be reproduced as Schedule F-1 to the Proforma Operating Licence.

Section 9.1 of the Proforma Operating Licence provides in part as follows:

> "9.1 … The Licensee shall merchandise from the Licensed Space at retail the merchandise items listed in Schedule F-1 and shall not otherwise merchandise from the Licensed Space or at or from anywhere on the SkyTrain any merchandise items unless first approved in writing by the Licensor. The Licensee shall offer and supply from the Licensed Space at retail the specified services listed in Schedule F-1 and shall not otherwise offer or supply from the Licensed Space or at or from anywhere on the SkyTrain any services unless first approved in writing by the Licensor."

The Proforma Kiosk Licence similarly restricts the merchandise and services that the Licensee is permitted to sell.

Proponents are instructed to list here the ***merchandise items and categories of merchandise*** *proposed by the Proponent for each of the* **Selected Retail Spaces**, *the* ***services*** *proposed by the Proponent for each of the* **Selected Retail Spaces**, and the **operating name** *proposed by the Proponent for each of the* **Selected Retail Spaces**, as follows:

	merchandise items and categories of merchandise *proposed by the Proponent*	***services*** *proposed by the Proponent*	**operating name** *proposed by the Proponent*
Retail Space ID: _____			

Attach additional pages as required.

SCHEDULE 6
CONSTRUCTION DEVELOPMENT PLAN

Retail Space ID: _____

If Proponent has selected more than one Selected Retail Space, then this Schedule should be completed separately for each Selected Retail Space.

CAPITAL INVESTMENT BREAKDOWN

Location: _____

Design and Engineering:			$ _____
Equipment:			_____
Equipment Plan:			_____
Construction:			_____
Servicing Work			_____
Base Building Modifications			_____
Rough In – Construction			_____
Finishes:			_____
Walls		_____	
Ceilings		_____	
Floors		_____	
Millwork and Doors		_____	
Storefront		_____	
Signage		_____	
Mechanical			_____
Electrical			_____
Completion of Work (final clean-up, permits, as built drawings etc.)			_____
	SUBTOTAL:		_____
Contingency:			_____
	TOTAL:		_____

.

CONSTRUCTION DEVELOPMENT PLAN - continued

Construction Timetable

Provide detailed construction timetable demonstrating how your construction work will be completed on time with all facilities being fully operational and ready for business by the Commencement Date specified in the Retail Space Matrix.

The Proponent will make reasonable best efforts to minimise inconvenience to passengers and customers, during the Fixturing Period and any other period that any construction or work is being carried out by the Proponent.

The format below is provided for convenience. Proponents are welcome to use their own format, for the Construction Timetable.

Construction Timetable		
Date(s)	**Description**	**Comments**

Proponent's are reminded that SkyTrain is an operating rail transportation system. Work must not impede SkyTrain operations or other Transit operations. Any inconvenience to ridership must be minimized. Work must be co-ordinated with SkyTrain operations.

SCHEDULE 7
MANAGEMENT TEAM AND OPERATING PROGRAM

(1) Provide a description of the management structure and operating plan that Proponent will be using to operate the proposed Retail Space(s), including the relationship between the SkyTrain operation and (if applicable) Proponent's regional and corporate operating structure.

(2) Provide a list of all key personnel and description of the responsibilities and duties of each team member. Attach resumes for these individuals detailing qualifications, employment history and experience.

(3) We invite you to comment upon:

(a) providing space for advertising community events;

(b) accessibility standards; and

(c) assisting communities, where appropriate, with community events.

(4) Provide details as to the impact your operation will have on pedestrian flow during regular and peak demand periods, including during the Fixturing Period, and how you will manage or minimize this impact.

(5) Indicate any issues regarding on-site or off-site services i.e. utilities.

(6) Describe the movement of staff and goods to and from your establishment that will be required to support the operation, and your anticipated requirements and any issues or potential problems identified.

Attach additional pages as required.

SCHEDULE 8
CUSTOMER SERVICE AND QUALITY CONTROL

Include performance measurement criteria and related programs for each of the following areas:

(1) Customer Service

Outline the program the Proponent shall use to monitor customer levels of service and satisfaction.

(2) Quality Control

Describe measures and programs that will be implemented to ensure quality and high standards relative to merchandise items and products and services.

PROPOSAL CHECKLIST

Please submit the following checklist with the Proposal. Proponent has included the following required forms/written documents:

- ❑ Form of Proposal
- ❑ Schedule 1 - **RETAIL SPACE MATRIX, with:**
  - ❑ **Retail Spaces selected with "X" or "√"**
  - ❑ **for each Retail Space selected, "Kiosk Licence" or "Operating Licence" selected with "X" or "√"**
- ❑ Schedule 2 - **PROPONENT PROFILE**
- ❑ Schedule 3 - **FINANCIAL PROPOSAL**
- ❑ Schedule 4 - **RETAILING CONCEPT, PRICING AND MERCHANDISING**
- ❑ Schedule 5 - **LIST OF MERCHANDISE AND SERVICES**
- ❑ Schedule 6 - **CONSTRUCTION DEVELOPMENT PLAN**
- ❑ Schedule 7 **- MANAGEMENT TEAM AND OPERATING PROGRAM**
- ❑ Schedule 8 - **CUSTOMER SERVICE AND QUALITY CONTROL**

Nine (9) complete sets (the original and eight copies) are to be received at the following location and addressed as follows:

RFP # SR-2004-001, SKYTRAIN RETAIL

Materials Manager
British Columbia Rapid Transit Company Ltd.
6800 14th Avenue
Burnaby BC
V3N 4S7