

REQUEST FOR PROPOSAL NO.09/08

TITLE:  
VENDING SERVICES

DUE DATE:  
**MAY 22, 2008**

TIME:  
3:00 p.m.

RESPONSE TO BE SUBMITTED TO:

Marie Van Dyk, Director of Purchasing Services  
The Corporation of the District of Saanich

770 Vernon Avenue, Victoria, B. C. V8X 2W7

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## **ATTACHMENTS**

- Certificate of Insurance
- Nutritional Guidelines for Vending Machines in BC Public Buildings (May 2007)

## 1.0 **OBJECTIVE**

1.1 The Corporation of the District of Saanich is requesting Proposals for commission based vending services for the following FIVE (5) recreation facilities. The objective is to continue to have in place an automated vending program at the facilities which will provide nutritional snacks and beverages. The equipment should be attractive and supportive of the overall lifestyle of the facilities.

- Cedar Hill Recreation Centre, 3220 Cedar Hill Road, Victoria, BC
- Gordon Head Recreation Centre, 4100 Lambrick Way, Victoria, BC
- Saanich Commonwealth Place, 4636 Elk Lake Drive, Victoria, BC
- Pearkes Recreation Centre, 3100 Tillicum Road, Victoria, BC

1.2 Term: Five (5) years, with the option to renew for an additional five (5) year term

## 2.0 **OVERVIEW**

### **Offering Healthy Choices in Vending,**

#### ***Why offer healthy choices in vending?***

- While a vending machine is often the only option for a quick snack, junk food shouldn't be. The Province is leading the way by ensuring that healthier options are available, because we all have a responsibility to make healthier food choices – for ourselves, for our families and as a society.
- Vending machines traditionally offer food and beverages that are high in fat, sugar, and sodium, and offer little nutritional value.
- These types of food and beverages do not support health, and have been proven to contribute to chronic disease and obesity.
- Our patrons will have the option of milk versus pop, or bags of fruit versus chips.
- There is a growing movement toward healthier choices in vending machines in key community settings, like schools and in the workplace, and now recreation facilities have an opportunity join this movement.
- Many vendors are providing healthier choices because of the growing demand in schools and workplaces.

## 2.0 **OVERVIEW** (cont'd)

#### ***How will we offer healthy choices in vending?***

- Using the *Nutritional Guidelines for Vending Machines in BC Public Buildings* to set our targets
- Work with service providers to ensure we increase the range of healthier food and beverage choices available in vending machines in municipal buildings.
- Promote an environment that encourages healthier eating in line with the goal of

reducing health care costs by promoting individual health

- Support the growth of markets in the area of healthier foods
- Assist vending operators in identifying healthier food and beverage choices
- Encourage discussions on healthy living

Nutritional Guidelines” refers to the Nutritional Guidelines for Vending Machines in B.C. Public Buildings. (See Appendix I) These guidelines provide nutritional criteria on the food and beverages allowed in vending machines in Public Buildings.

### **3.0 TERMS OF REFERENCE**

- 3.1 Vending machines in this contract grouping will contain limited food or beverage choices from the “Not Recommended” or “Choose Least” categories according to the Nutritional Guidelines.
- 3.2 At least 75% of all food and beverage choices within a bank of vending machines in any given location in a building covered by this policy must be from the “Choose Most” and “Choose Sometimes” category.
- 3.3 The vendor must keep up, maintain, repair and service the machines at its own expense. Service calls should be performed in accordance with the service agreement response times, seven days a week, during the period 8:00 am to 10:00 pm.
- 3.4 The vendor must comply with all regulations of federal and provincial and local laws relating to or governing the operation of the vending machines and sale of the products involved.
- 3.5 The vendor shall supply and install decorative kiosks for all vending machines based on a healthy lifestyle - an Active Living theme. The design is to be mutually agreed upon between Saanich Recreation Services staff and the Vendor, prior to installation. The cost of providing these enhancements is to be solely borne by the Vendor.
- 3.6 The products to be supplied through all vending machines shall be pure, wholesome, fresh and fit for human consumption and in keeping with the healthy lifestyle concept. Consultation with the Corporation may be required, to ensure a balance of products are provided. Cigarettes shall not be sold.

### **3.0 TERMS OF REFERENCE** (cont'd)

- 3.7 The vending machines should be appealing in appearance, free of any dominant product advertising logos and dependable in their operations.
- 3.8 All machines shall be placed where approved by the Corporation and not installed or removed without due approval of the Corporation.
- 3.9 If there is a cafeteria/concession located within the facility, it is expected that products & prices will not conflict. The successful proponent is to maintain a working relation with the Food Service provided to ensure there is no conflict.

- 3.10 The number and type of machines recommended by the Vendor must be approved by the Corporation of Saanich.
- 3.11 Any product advertising logos on the machines, must be approved by the Corporation.
- 3.12 Recycling bins are to be provided by the successful proponent.

#### **4.0 SCOPE OF SERVICES**

Provide a brief description or example of a proposed service level agreement that includes items such as:

- guaranteed response times
- guaranteed delivery times
- specifics of included costs
- costs for optional services
- penalties for non compliance to the agreement
- mean time to repair

#### **5.0 FINANCIAL**

A financial proposal detailing all costs/commissions, terms & schedule of payments, is to be included with proposal submission.

- 5.1 Proponent's financial proposal must be in accordance with all B.C. Provincial & Municipal Regulations.
- 5.2 A cash float should be provided in case of machine malfunctions, so that customer can be refunded at the time. Change machines should also be provided at all locations.
- 5.3 The vendor shall pay the Corporation of Saanich a monthly commission, and provide a detailed summary of the breakdown for the sale of all goods on each machine.

#### **5.0 FINANCIAL (cont'd)**

- 5.4 If applicable, an outline should be provided addressing any value added concepts such as partnerships.

#### **6.0 MARKETING**

An outline of any specific marketing programs that may be anticipated should be included.

#### **7.0 PROPOSAL SUBMISSION**

To facilitate evaluation, proposals shall include the following information.

##### **7.1 Company Overview**

A complete profile of the company is requested with background information relating to the number of years of operation, the number of staff, the size of your current client base, background information relating to the staff, their qualifications and recent experience.

#### **7.2 Methodology/Approach**

Provide a clear description of your methodology to successfully accomplish the delivery of the required services, and what your ability is to respond as needed in a timely manner.

#### **7.3 References**

Each bidder is requested to submit references related to a similar contract, currently in progress or completed within the past **TWO** (2) years. Indicate the term of the contract.

### **8.0 PROPOSAL EVALUATION**

Proposals will be evaluated on the basis of the overall best value based on quality, service and any criteria set out herein, including, but not limited to:

- Cost/Commission(s)
- Equipment
- Products
- Marketing Visions
- Methodology and approach to providing the required services;
- Response and Delivery Times.
- References;
- All other relevant facts or benefits (beyond the requirements) mentioned in the detailed proposal the Municipality may consider relevant in making its determination.

### **8.0 PROPOSAL EVALUATION (cont'd)**

At the option of the District, proponents may be required to make individual presentations to assist in the evaluation process. The District assumes no obligation to provide an opportunity for an individual presentation by any particular proponent, and may select a successful Proponent(s) without presentation by others.

### **9.0 SHORT LISTING PROPONENTS**

- 9.1 The District may develop a «short list» of qualified proponents. Only the short listed Proponents may be asked to meet and negotiate with District representatives.
- 9.2 The District may conduct negotiations with these Proponents to ensure the proposed services meet the needs of the District, to obtain the most favorable terms, prior to any final Proponent selection
- 9.3 Any representative put forward as an authorized representative for the Proponent, must have the capacity and legal corporate authority to negotiate changes, and to bind the Proponent to said changes.

## 10.0 **ENQUIRIES**

Enquires related to the Request for Proposal process should be directed to:

Wendy May, Buyer Purchasing  
The Corporation of the District of Saanich  
Phone: (250) 475-5494, Local 3481  
Fax: (250) 475-5460  
Email: [purchase@saanich.ca](mailto:purchase@saanich.ca)

Technical Enquiries related to this Proposal Call should be directed to:

Tom Bryce, Manager  
Saanich Commonwealth Place  
Phone: (250) 727-5304

## 11.0 **GENERAL INSTRUCTIONS TO THE PROPONENTS**

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

- 11.1 The Corporation of the District of Saanich expressly reserves the following rights:
  - 11.1.1 to accept any proposal;
  - 11.1.2 to reject any and/or all irregularities in the Proposal submitted;
  - 11.1.3 to reject any and/or all Proposals;
  - 11.1.4 to accept a Proposal which is not the lowest proposal;
  - 11.1.5 to make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
  - 11.1.6 to work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of the Municipality.
  - 11.1.7 to cancel or reissue the RFP without any changes, in the event that only one compliant response is received, and/or if the fees submitted exceed the estimated budget for this project.



- 11.2 All Proposals must be submitted in **FOUR (4)** copies, enclosed in a sealed envelope or appropriate packaging addressed to Wendy May, Buyer, The Corporation of the District of Saanich, 770 Vernon Avenue, Victoria, B. C., V8X 2W7. The name and address of the Participant must appear on the outside of the packaging, the packaging must display the Request for Proposal title, due date and time.

**DUE DATE: MAY 22, 2008      TIME: 3:00 p.m.**

- 11.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 11.4 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 11.5 Telephoned, e-mailed and faxed Proposals will not be accepted.
- 11.6 Modification of a Proposal after submission will cause the return of the Proposal.
- 11.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.

#### **11.0 GENERAL INSTRUCTIONS TO THE PROPONENTS (cont'd)**

- 11.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Proponents.
- 11.9 **Proponent's Expenses**  
Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If the Corporation of the District of Saanich elects to reject all responses, the Corporation of the District of Saanich will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 11.10 While the District of Saanich has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The District of Saanich will assume no responsibility for any oral information or suggestion(s).
- 11.11 **Ownership and Use of the Documents**  
All documents, reports, Proposal submittals, working papers or other materials submitted to The Corporation of the District of Saanich shall become the sole and exclusive property of The Corporation of the District of Saanich, in the public domain, and not the property of the Participant.
- 11.12 **Limitation of Damages**

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

**11.13 Conflict of Interest**

By submitting a Proposal the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, is an immediate relative of any employee within the municipal department in which the goods or services as required.

**11.14 Solicitation**

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the Corporation with respect to the Proposal, whether before or after the submission of the Proposal, the Corporation shall be entitled to reject or not accept the Proposal.

**11.0 GENERAL INSTRUCTIONS TO THE PROPONENTS (cont'd)**

**11.15 Addendums**

Any and all addendums to this bid opportunity will be posted on our website at [www.saanich.ca](http://www.saanich.ca). It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the RFP closing.

11.16 The key personnel named in the contractors RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the contractors firm, or for any unknown reason are unable to continue fulfilling their role, the contractor must propose a suitable replacement, and obtain written consent from the District of Saanich. Acceptance of the proposed replacement is at the sole discretion of the District.

**11.17 Disclaimer**

Vendors responding to this competitive process agree to the terms and conditions of the bid opportunity as issued by the District of Saanich. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.

**11.18 No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

**11.19 Indemnification**

The successful contractor shall indemnify and hold harmless the Corporation of the District of Saanich and its officers, employees, officials, agents, servants, and representatives from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any

negligent acts or omissions by the contractor, its officers, agents, members, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either directly or indirectly through its provision of services pursuant to this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by the negligence of the Corporation of the District of Saanich. Such indemnity shall survive the terms of this Agreement.

11.20 The successful proponent **MUST POSSESS AN INTERMUNICIPAL OR NON-RESIDENT BUSINESS LICENCE** and will be required to provide evidence of same.

11.21 The Contractor must be registered and remain in good standing, throughout the terms of this contract with the Workers' Compensation Board of British Columbia and will be required to provide evidence of same.

## **11.0 GENERAL INSTRUCTIONS TO THE PROPONENTS** (cont'd)

11.22 Within SEVEN (7) days of award of this Request for Proposal, the successful Proponent must provide proof of appropriate insurance coverage with minimum damage liability coverage of TWO MILLION DOLLARS (**\$2,000,000.00**). Please refer to the attached certificate.

11.23 The successful Proponent will enter into a contract, including all conditions included in the Request for Proposal.

11.24 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

### **11.25 Best Offer**

11.25.1 The District of Saanich will notify the successful Proponent that its Proposal has been selected as the Best Offer.

11.25.2 A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

***Formal notice of award will be made by the Purchasing Department***