



Contract 3425P

Vending Services for Community Recreation Centres

1. Introduction

The City of Richmond proposes to engage the services of an experienced and qualified Vending Machine Contractor (the “Contractor”) for the provision of snack and drink vending services (the “Vending Services”) at four Community Recreation Centres (“the Centres”) located in the City of Richmond.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Four (4) copies of proposals marked “**Vending Services for Community Recreation Centres Contract 3425P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00pm Local Time, Thursday December 4, 2008. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

Except as expressly and specifically permitted in these instructions, 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.

3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Sumita Dosanjh

Buyer II - Contracting Specialist

Purchasing Department

City of Richmond

Telephone: 604-276-4097

E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Elizabeth Ayers

Manager, Community Recreation Services

Recreation & Cultural Services

City of Richmond

Telephone: 604-247-4669

E-mail: eayers@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Project Background

Vending Services are not currently available at four Centres in Richmond. The City on behalf of its partner Community Associations wishes to engage the services of a Contractor for the provision of Vending Services at these facilities. The Community Associations are volunteer organizations that operate the Centres in partnership with the City.

5. Project Scope

The Centres included in this Request for Proposal are: Cambie Community Centre, West Richmond Community Centre, South Arm Community Centre, and Thompson Community Centre.

The Vending Services shall include snack machines, cold beverage machines, and change machines. Vending machines shall be new and/or be of good quality. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other in color and style.

It is the City's expectation that the Contractor shall offer revenue-sharing with the City. The Contractor shall remit to the City a stipulated commission percent of monthly gross sales by the 21st day of the immediately following month. A detailed, itemized, financial revenue statement indicating the breakdown of commission for each product category by facility shall be provided with the remittance.

The proposed Contract period is January 2009 through December of 2010.

1. Cambie Community Centre
12800 Cambie Road

The Cambie Community Centre is physically attached to the adjacent Cambie School. The Centre features 2 gyms, fitness centre, dance/aerobics studio, games room, and multi purpose program space. It is open 354 days per year and the typical operating hours are:

- * Monday – Friday, 7:00am – 10:00pm
- * Saturday's 9:00am – 8:30pm
- * Sunday's 9:00am – 10:00pm

Total approximate annual paid visits per year total 152,000. This number does not include spectators, walk through traffic, or students that drop into the Centre daily.

2. South Arm Community Centre
8880 Williams Road

The Centre features a gym, fitness centre, dance aerobics studio, games room, out of school care space, a seniors lounge, squash and racquet ball courts, and multi purpose program space. It is open 353 days per year and typical operating hours are:

- * Monday – Friday, 6:00am – 10:00pm
- * Saturday & Sunday, 8:30am – 9:00pm

Total approximate annual paid visits per year total 279,000. This number does not include spectators, walk through traffic, or students that drop into the Centre daily.

3. Thompson Community Centre
5151 Granville Ave

This Centre features 1 gym, fitness centre, games room, preschool space, large hall, a seniors lounge, and multi purpose program space. The centre is open 350 days per year and typical operating hours are

- * Monday – Friday, 6:00am – 9:45pm
- * Saturday & Sunday, 8:00am – 8:45pm

Total approximate annual paid visits per year total 217,000. This number does not include spectators, walk through traffic, or students that drop into the Centre daily.

4. West Richmond Community Centre
9180 No. 1 Road

This Centre features a gym, fitness centre, dance aerobics studio, games room, preschool and out of school care space, as well as racquet ball and squash courts. The Centre is open 350 days per year and the typical operating hours are

- * Monday – Friday, 8:30am – 9:30pm
- * Saturday & Sunday, 9:00am – 4:30pm

Total approximate annual paid visits per year total 160,500. This number does not include spectators, walk through traffic, or students that drop into the Centre daily.

The quantity and the types of vending machines required for each of the facilities is listed below, together with the required % of healthy food options. The City is committed to providing healthy snacks in all of our facilities. Each of these facilities is in close proximity or attached to a school where healthy options are a requirement. This is a consideration in our decision to request a high percentage of healthy food options. The machines must accept any combination of nickels, dimes, quarters and loonies.

Please note that this RFP does not include bulk candy/novelty vending.

Cambie Community Centre

- 1 Snack Machine
- 1 Cold Beverage Machine
- 1 Change Machine
- 100% healthy

South Arm Community Centre

- 1 Snack Machine

- 1 Cold Beverage Machine
- 1 Change Machine
- 100% healthy

Thompson Community Centre

- 1 Snack Machine
- 1 Cold Beverage Machine
- 1 Change Machine
- 100% healthy

West Richmond Community Centre

- 1 Snack Machine
- 1 Cold Beverage Machine
- 1 Change Machine
- 70% healthy

Expectations for All Facilities

The Change Machine required at each facility must provide change for both \$5 and \$10 denominations. As an alternative to separate change machines the City will consider change machine options that are integrated directly into the vending machines.

It is the City's expectation that all machines will be securely fixed to the walls to prevent them from tipping over.

All components of any electrical product used on site during the performance of this Contract must be certified by Canadian Standards Association (CSA) or equivalent as recognized by provincial law. Alternatively, special electrical approval must be obtained from a provincially recognized testing agency. All costs associated with the required approval are the responsibility of the Contractor.

6. Contractor Duties

The Contractor shall provide, maintain, install or remove at its expense, vending equipment and carry out at its expense, all necessary facility modifications, electrical, drainage and other requirements as essential for the placement and operation of such equipment. The Contractor shall at all times and at its own expense be responsible for all

service, maintenance and repair to its vending machines. The Contractor shall install header boards to enclose appropriate vending machine groupings.

The Contractor must provide an easy and efficient process for refunding money due to equipment malfunction. The Contractor shall provide a change float for refunds at the request of the City.

The Contractor shall ensure competitive pricing to encourage sales of healthy choices.

Service personnel will be professional and courteous. Service personnel shall have Contractor supplied identification badges.

7. City Provided Items

- Power

8. **Note:** There will be a site visit conducted on Friday, November 21, 2008 at 10:00am with sign-in attendance forms. Potential Bidders are asked to meet at the site, Cambie Community Centre, 12800 Cambie Road, in the City of Richmond. The City strongly encourages all potential Bidders to attend this session. No other sessions will be organised or arranged for this project.

9. Project Schedule

The project is to be completed by January 1, 2009. A project schedule is to be submitted with the proposal.

10. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of previous experience and at least 3 contacts for reference checks.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This includes the contact information for the key personnel.

- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a commission methodology based on projected gross sales by product type by machine by Centre.
- A minimum of three (3) client references from projects of a similar size and scope.
- Complete details of maintenance schedule, including response times to service requests.
- Complete details regarding deliveries, including frequency, stockouts and pricing of products.
- Complete list of products that will be sold, including an explanation of how they meet the healthy food option requirements specified.
- A sketch of machine layout and dimensions.
- Confirmation of sites to be serviced including a complete list of machines and coverage of machines, or any header to be provided.

11. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

Proponents may include their standard terms of engagement.

12. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Personnel
- Experience
- References
- Revenue Proposition
- Implementation Timeframe
- Demonstrated Performance of Machines
- Interview (if required)

City of Richmond

Agreement

This Agreement dated the ☼ day of November, 2008, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond

6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Contractor")

Whereas:

- A. The City requires Vending Machine Services at Community Recreation Centres (" the Services"):
- B. The City issued a Request for Proposal 3245P for the supply, installation, servicing and maintenance of the Services at Community Recreation Centres (the "Centres");
- C. The Contractor is willing and prepared to deliver the Services at the Centres;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

- 1.1. The Contractor shall be responsible for the following as per Request for /Proposal 3425P and the Contractor's submission dated ☼.
 - a) ☼
 - b) ☼

- c) ✱
- d) ✱
- e) ✱
- f) ✱

1.2. The Contractor agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Commission

- 2.1. The Contractor shall remit to the City a stipulated commission percent of monthly gross sales by the 21st day of the immediately following month.
- 2.2. Once per month, by the 21st day of the following month, the Contractor shall submit to the City a written statement of account and a detailed itemized, financial revenue statement indicating the breakdown of commission for each product category by facility based on actual sales volumes and commission rates.
- 2.3. The City may request to verify vending machine meter readings at its discretion.
- 2.4. The Contractor shall provide and pay for all trade license fees, business tax or other Municipal levies lawfully in connection with the Vending Services and the collection and payment of all taxes on sales.

3. Performance Standards

- 3.1. The Contractor is responsible for complying with all applicable regulations of any government authority in the provision of Vending Services, including all regulations related to energy consumption, health, hygiene and safety.

4. Benefits

- 4.1. The Contractor hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Contractor agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- 5.1. The Contractor is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Contractor.

6. Assignment And Subcontracting

- 6.1. The Contractor will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Contractor under this agreement.
- 6.2. No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- 7.1. The Contractor agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Contractor, his employees, officers, volunteers, servants, or agents, or persons for whom the Contractor has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Contractor shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
 - a) Comprehensive general liability insurance with a minimum limit of \$5,000,000 per occurrence with a cross-liability clause.
- 8.2. The City shall be added as an additional insured under the Contractor's comprehensive general liability insurance.
- 8.3. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.4. Prior to the commencement of the services hereunder, the Contractor shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Workers Compensation Board Coverage

- 9.1. The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract.
- 9.2. The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules,

regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

10. Use of Centres

The Contractor and its employees or agents shall have the right to access those Centres that are necessary to perform services under this Agreement and shall have no right of access to any other community centre of the City of Richmond for the performance or the purported performance of this Agreement.

11. Theft and Disappearance

The Centres shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, materials, supplies and other personal property of the Contractor or its employees, which may be located at the Vending Service area.

12. Representation

12.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☼.

13. Confidentiality

13.1. The Contractor shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Contractor or developed by the Contractor pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Contractor acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

14. Related Companies

14.1. The Contractor shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Contractor to the City under this agreement and the obligations of the Contractor to such other person, firm or corporation.

15. Term

15.1. This agreement is valid for the period commencing ☼ and ending ☼ (the "Expiration Date"), or such later date as may be mutually agreed upon.

16. Termination

- 16.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.
- 16.2. Notwithstanding the provisions of subsection 16.1, if in the opinion of the ☼, the Contractor has breached a material covenant, the City may cancel this Agreement immediately without notice.

17. Notices

- 17.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

18. Feminine/Masculine

- 18.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

19. General

- 19.1. This Agreement may be amended upon mutual agreement of the parties in writing.
- 19.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- 19.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Contractor Agree to these Terms the day and year first above written.

Contractor

City of Richmond



City of Richmond
Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.
3425P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments		Firm Name
		Address
		City
		Province Postal Code
		Telephone Number



Business & Financial Services Department
Telephone: 604-276-4097
Fax: 604-276-4162

November 28, 2008
File: 02-0775-50-3425/Vol 01

Dear Sir/ Madame,

Re: Addendum #1 3425P – Vending Services for Community Recreation Centres

To all interested Parties;

The following clarification is hereby made a part of the Quote Documents as fully and wholly as if the same were fully set for the therein:

1. Is the 100% health requirement in Section 6 of the RFP according to the BC Public Building Guidelines or the BC School Guidelines?

Answer: The 100% healthy and 70% healthy is according to the BC School Guidelines and not the BC Public Building Guidelines.

Yours truly,

Sumita Dosanjh
Buyer II - Contracting Specialist
City of Richmond