# Coouitlam

# City of Coquitlam

Request for Proposals RFP No. 22-018

# **Snack Food Vending Machine Services**

Issue Date: March 30, 2022

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#### **APPENDIX A – VENDING EQUIPMENT AND LOCATIONS**

#### PROPOSAL SUBMISSION FORM

	SUMMART OF RET INFORMATION	
RFP Reference	RFP No. 22-018	
	Snack Food Vending Machine Services	
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from qualified firms for the provision of <b>Snack Food Vending Machine Services</b> .	
Closing Date	2:00 pm local time	
and Time	Wednesday, April 27, 2022	
	Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at <u>afile.coquitlam.ca/bid</u>	
Instructions for Proposal Submission	<ol> <li>In the "Subject Field" enter: RFP Number and Name</li> <li>Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)</li> </ol>	
	Phone 604-927-3037 should assistance be required.	
	The City reserves the right to accept Proposals received after the Closing Date and Time.	
Obtaining RFP	RFP Documents are available for download from the City of Coquitlam's website: <u>https://www.coquitlam.ca/Bid-Opportunities</u>	
Documents	Printing of RFP documents is the sole responsibility of the Proponents.	
Instructions to Proponents		
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a>	
Addenda       Proponents are required to check the City's website for any updated information and addissued, before the Closing Date at the following website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a>		
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <u>bid@coquitlam.ca</u> prior to the Closing Date and Time.	
Terms and Conditions of Contract	City of Coquitlam <u>Standard Terms and Conditions - Purchase of Goods and Services</u> are posted on the City's website and will apply to the Contract awarded as a result of this RFP.	

#### SUMMARY OF KEY INFORMATION

#### DEFINITIONS

**"Agreement" "Contract"** means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the City.

**"Contractor"** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Proponent" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

"City" "Owner" means City of Coquitlam;

"**Price**" means the amount that will be paid by the City to the Contractor for delivery and acceptance of goods and Services;

"Project Manager" means the City staff member appointed to coordinate the work;

"Proponent" means responder to this Request for Proposals;

"Proposal" means the submission by the Proponent;

"Request for Proposals" "RFP" shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals;

**"Services" "Work" "Works"** means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

"Shall" "Must" "Will" "Mandatory" means a requirement that must be met;

"Supply" "Provide" shall mean supply and pay for and provide and pay for.

#### **1** INSTRUCTIONS TO PROPONENTS

#### 1.1 Purpose

The City of Coquitlam requests Proposals from professional, qualified, experienced companies to install and operate **Snack Food Vending Machine Services** at various facilities located within the City.

#### 1.2 Mandatory Requirements

For all Services performed:

- indoors at a City operated or a City owned facility;
- in shared physical space with City employees;
- in other working and location conditions as determined by the City;

Contractor must provide employees and sub-contractors that are verified as fully vaccinated against COVID-19.

#### **1.3** Proposal Submission

Proponents should complete and submit the information requested in this RFP document on the Proposal Submission Form or in a format that has been approved and is acceptable to the City. Proponents are to use the spaces provided and/or attach additional pages, if necessary

#### 1.4 Instructions to Proponents

Proponents are advised that the rules for participation that will apply to this RFP are located: <u>Instructions to Proponents.</u>

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted.

#### 1.5 Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- a) Verified fully vaccinated employees, sub-contractors and other representatives to be used for the performance of the Services
- b) Commercial General Liability (CGL) insurance \$5M coverage provided on the <u>City's Standard</u> Insurance Form
- c) Be registered and provide WorkSafeBC clearance
- d) Accept the City's standard Terms and Conditions posted on the City's website: <u>Standard</u> <u>Terms and Conditions - Purchase of Goods and Services</u>
- e) A City of Coquitlam or Tri Cities Intermunicipal <u>Business License</u>
- f) Annual License(s) as per<u>City of Coquitlam Business Licence Bylaw No. 4344, 2013</u> and Fees for the Licenses as per <u>Fees and Charges Bylaw No 5081, 2021</u>.

These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with the City for Services.

#### 1.6 <u>Requested Departures</u>

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them.

#### 1.7 Evaluation Criteria

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
Corporate	20
Technical	40
Financial and Value Added	40
Total	100

The criteria for evaluation of the Proposals may include, but is not limited to:

#### **Corporate Experience, Reputation, Capacity and Resources**

- Established business and demonstrated performance providing services of similar size, scope and complexity
- Relevant experience and qualifications
- References
- Sub-contractors
- Key Personnel

#### **Technical**

- Methodology, set-up and execution of the work
- Business Plan
- Implementation and Transition Plan
- Proposed procedures and reports
- Description of intended food/snack/beverage offerings, including a reasonable selection of healthy menu options.
- Service Requirements
- Quality Assurance program
- Customer Service and Response Plan
- Equipment proposed
- Schedule

#### **Financial and Value Added**

- Menu Prices
- Revenue Share and methodology
- Total Price/Fees deducted from the City's revenue share
- Value Added / Sustainable benefits

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

And, upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a Proposal.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

Proponents agree the City may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

#### 2 GENERAL CONDITIONS OF CONTRACT

#### 2.1 Terms and Conditions of Contract

The City's <u>Standard Terms and Conditions - Purchase of Goods and Services</u>, as published on the City's website, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

#### **PROJECT SPECIFIC TERMS AND CONDITIONS**

#### 2.2 COVID-19 Vaccination

For all Services performed:

- a) indoors at a City-operated or a City-owned facility;
- b) in shared physical space with City employees; or
- c) in other working and location conditions as determined by the City,

Contractor will only use employees and sub-contractors that the Contractor has verified are fully vaccinated against COVID-19.

#### 2.3 Non-Exclusivity

The City intends to contract with a single snack food vending machine service provider, on a nonexclusive basis. The City reserves the right, depending on the requirements, availability and/or special needs, to utilize alternative providers to meet its operational requirements.

#### 2.4 <u>Term</u>

#### a) Initial Term

The Contractor will provide the Services for an initial Three (3) year term.

b) <u>Renewal Term</u>

The City may at any time prior to the end of the Term, by written notice to the Contractor, extend the term mutually agreed to by the parties.

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

#### 2.5 Payments

All monthly payments due to the City will be sent by Electronic Funds Transfer to:

City of Coquitlam Attn: PRCF Accounts Clerks PRCSAccountsClerk@coquitlam.ca

All payments will include details as to what the payment is for and a monthly revenue and commission report for the period being remitted.

#### 2.6 <u>Audit</u>

At its option, the City may cause at any reasonable time upon forty-eight (48) hours prior written notice to Contractor, a complete audit to be made of Contractor's business affairs and records

relating to the Services by an accountant acceptable to the City for the period covered by any statement issued by Contractor as above set forth. If such audit shall disclose a liability for commission payable Contractor shall promptly pay the City. The City would be responsible to cover the auditor's expenses.

#### 2.7 By-Laws

In accordance with <u>City of Coquitlam Business Licence Bylaw No. 4344, 2013</u>, and <u>City of Coquitlam</u> <u>Fees and Charges Bylaw No 5081, 2021</u>, the Contractor agrees that it has all the required licenses as required under this By-law.

#### **3 SCOPE OF SERVICES**

#### 3.1 Purpose

The City of Coquitlam ("City") requests Proposals from qualified, experienced Proponents for the supply and delivery of **Snack Food Vending Machine Services** on an "as needed and when requested" basis. The Contractor shall provide a full service snack food vending machine program which includes:

- installation of new or like new vending machines;
- maintaining and repairing of machines as required;
- stocking of machines daily or on schedule approved by the City; and
- payment of commission based on percentage of gross receipts.

The Contractor shall provide creative changes to existing selection of food choices by increasing the range of healthier food and beverage choices from its current vending machine operations.

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

#### 3.2 Expectations

The City wishes to implement the Vending Services that provide:

- (a) choices that will align with the "Healthier Choices in Vending Machines in BC Public Buildings", as prepared by the Ministry of Labour and Citizens' Services and the Ministry of Health;
- (b) a range of choices of healthier snack food vending items and a focus on serving the needs of a variety of visitors;
- (c) a product offering that includes milk as well as contemporary and nutritious items which are client focused;
- (d) competitive pricing that is affordable and competitive to market pricing;
- (e) strategic pricing to encourage sales of healthy choices;
- (f) a pleasing product presentation that displays healthiest options at eye-level; and,
- (g) advertising display signage on vending machines which reflects healthier choices, including connecting sports and academic excellence with healthy eating.
- 3.3 Sales History

The City has the following data on previous sales. Data is for pre-Covid sales only and is only representative of City Hall and Pinetree Community sales. No data exists for other sites listed.

2018 Sales	2019 Sales
\$41,000	\$73,000

#### 3.4 Scope of Services

The Contractor is to supply, install, operate, service and maintain automatic vending machines and related equipment and materials for the provision and dispensing of top quality brands of hot/cold snack food, frozen dairy products, confectionery products and non-alcoholic cold refreshments

The Contractor shall provide Services that include but not limited to:

- (a) Efficiency in Service the Contractor will deliver personalized and consistent service in an efficient and friendly manner;
- (b) Timely Services the Contractor will provide goods and services on a timely fashion that meets and exceeds the City's expectations [quality goods, products, services and programs that provide value for money];
- (c) Innovation the Contractor is to provide services that interact with the City's facility programs [e.g. fitness activity promotions];
- (d) Sustainability the Contractor is to strive to meet industry established benchmarks on reduction of waste including recycling, and packaging;
- (e) Variety and Quality the Contractor is to provide a mix of snack food products, all of which conform to Nutritional Guidelines for vending machines in B.C. Public Buildings;
- (f) Consistency Consistency of product quality and service throughout all facility locations, including ensuring that the labeling system correctly identifies health choices at all times; and
- (g) Safety and Sanitation the Contractor is to ensure that all food and beverages, food handling practices sourced and dispensed including equipment maintenance comply absolutely with food safety standards.

The general elements required across all City facilities are:

- a) Coordinate and prepare, a preliminary snack food vending machine operations that represents the unique needs of the City [fitness and wellness] for presentation to the City;
- b) Develop strategic snack food and beverage vending machine operational plans, policies and procedures providing a strategic volume driven sales approach for each participating facility;
- c) Initiate field work including delivery, electrical and plumbing investigations;
- d) Develop a master installation schedule;
- e) Maintain written and photographic records of installation;
- f) Establish the methods, procedures and lines of communication required to control the project, including responsibility for all planning [goods, services and equipment] and quality assurance;
- g) Deliver continuous and scheduled facility services in a cooperative, courteous, efficient and professional manner
- h) Institute an auditing system that encompasses all sales;
- i) Provide liaison and coordination with City facilities;

j) Deliver the Vending Services that is of the highest quality (deliver clean and sanitary equipment and services to all vended facilities, and ensure adherence to all Food Safe handing requirements); and

#### 3.5 Products Vended

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

#### 3.6 Healthy Snack Food Options

- a) The City desires a wide variety of healthy snack food vending choices that will align with the recommendations of the "Healthier Choices in Vending Machines in BC Public Buildings" as prepared by the Ministry of Health, dated 2014 as revised, Province of British Columbia.
- b) The City supports the provision of healthy food and beverage choices. The City will work in cooperation with the Contractor to implement the goals of providing healthy snack food choices, while still ensuring the vendibility of stocked products.
- c) Snacks, healthy food snacks and hot/cold drink beverages that will be dispensed shall be determined by what is proven to result in the highest sales at a particular location based on actual and projected customer demand, while adhering to Nutrient Criteria for Healthier Choices in Vending Machines in BC Public Buildings Policy. Once the City has approved the initial product line offered, the Contractor will be allowed to add or delete products with prior written approval from the City. The City reserves the right to request that a product be replaced at any time.
- d) Healthy choice products that will be provided will come from the "Sell Most" and "Sell Sometimes" categories. The "Sell Most" and "Sell Sometimes" categories are identified in the Guidelines for Healthier Choices in Vending Machines in BC Public Buildings, 2014.
- e) Products offered for sale through vending machines shall be dispensed only in individual, original containers in which such product was placed at the milk plant provided. In the case of vending machines that use fluid milk products as an ingredient in hot liquid foods or beverages, such milk product may be transferred at the machine location provided it is done so in a clean and sanitary manner.

#### 3.7 <u>Nutritional Guideline Requirements</u>

The Contractor is to offer products in proportion of vending machine items that meet the "sell most" or "sell sometimes" category items, according to the "BC Public Building Nutritional Guidelines". While the numbers are indicative of the current allocation to healthy items at participating facilities, the Contractor will be required to work with the City to determine specific requirements.

The Contractor shall offer for sale only those products that the City has approved as to brand and size. The Contractor will not alter the range of products, brands, or sizes it offers for sale in vending machines without written permission from the City, which shall not be unreasonably withheld.

#### 3.8 Full Service Snack Food Vending Machines

All vending machines shall feature a full complement of top brands (market leaders) and a full complement of packages and prices to provide a maximum throughput and return. The Contractor will maintain fresh products in its vending machines and will ensure that all products vended shall conform in all respects to local, provincial and federal laws and regulations relating to the standards of food and drink.

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

#### 3.9 Vending Machine Requirements

As a minimum the following general Equipment requirements, materials, labour, products and services covering the designated locations as listed in <u>Appendix A – Vending Equipment and</u> <u>Locations</u> for all present and future City controlled locations as may from time to time be added to these schedules at no cost (on loan) including but not limited to delivery, installation, setup, testing, adjustments, and secured locking systems. The City will not be responsible for the value of wear and tear and depreciation of all equipment.

The City reserves the right to approve all vending machines before installation and require replacement or removal of machines that for any reason are not considered acceptable.

a) General Specifications

Vending machines to be:

- modern, and of the latest mechanical/electronic technology and be in new or like new condition;
- accept credit and debit card payments;
- uniform in size (where practicable) with a coordinated appearance (illuminated vending fronts) and banked (groupings of 3 or more);
- quiet and non-disruptive to the activities occurring in City facilities, and shall be aesthetically acceptable to the City;
- should have large windows and double illumination to ensure excellent product visibility and a low graphics panel that contributes further to the aesthetics of this machine;
- ENERGY STAR compliant and meets the ENERGY STAR specifications for energy efficiency;
- equipped to accept legal tender, be equipped with paper bill validators and payment mechanisms which will accept combinations of new coin loonies and toonies, nickels, dimes and quarters. In addition, each machine must have bill change capabilities;
- equipped with non-resettable counters, which indicate unit sales. If multiple products are dispensed from the same machine, a separate dispensing counteris required for each separate commission rate dispensed. Upon initial installation of the

machines. The Contractor shall submit starting machine counter numbers to the City for each vending machine;

- ensure that the labeling system correctly identifies health choices at all times;
- all vending machines must have adjustable anti-tilt brackets installed as a preventative course of action; and
- All equipment must operate on AC-110-120 volts and be U/L listed and CSA approved.
- b) Low Power Mode

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

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

#### 3.10 Costs of Operations

The City to provide to the Contractor designated areas with suitable Utilities ("water service, electricity, drainage, lighting, and heating").

The Contractor shall have sole responsibility for paying all costs for installing, operating, servicing and replacing its vending machines and any necessary equipment.

If the Contractor wants to install in alternate locations without suitable Utilities, that are approved by the City, the Contractor will be responsible for all costs to the City's contractor to bring the Utilities to that location.

The City will collect from the Contractor monthly utility costs based on the equipment manufacturers estimated annual electricity consumption for each machine multiplied by the City's cost of utilities (i.e. kwh consumed per year divided by 12 months, multiplied by the current hydro rate paid by the City.)

The Utilities are provided without liability on the City's part arising from temporary interruption thereof on account of breakdown, power failure or like causes.

In the event any Utilities must be interrupted for repair or modification, the City will attempt to provide the Contractor with as much advance notice as possible. In the event of any such

interruption or any disruption of utility services, the City shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the Contractor resulting from such interruptions from any cause.

#### 3.11 Installation Locations

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

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

The Contractor shall be responsible for any damages done to any part of City property resulting from delivery, installation or servicing of the equipment and shall repair or cause to be repaired at the Contractor's expense any such damages in a manner satisfactory to the City.

Site viability is at the discretion of the City. The City will work with the Contractor to designate preferred placement of machines. Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.

The City makes no representation regarding availability of any location or of the number of machines that may be placed at any location, and may occasionally direct that machines be removed from selected locations.

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

Should the Contractor wish to relocate, exchange, or remove vending machines, a request must be submitted in writing to the City.

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

#### 3.12 Unit Selling Prices

The Contractor will provide unit prices for the items/products listed. Any adjustments following this date in unit prices will be negotiated between the City and the Contractor.

The prices at which the Contractor shall offer such items/products for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the City facility

#### 3.13 Service Requirements - On-Call Services

The Contractor shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly functioning and in good working order.

The Contractor will respond to all equipment service calls with a maximum response time of six (6) hours from the placement of the first telephone request for service made by the City.

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

The Contractor is required to call the City's facility coordinator within sixty (60) minutes of receiving the initial service call to establish an estimated time of arrival of the technician. This response time average will be maintained between the regular service hours of 8:30 and 17:00, Monday through Friday, 52 weeks of the year (except for national and provincial holidays).

The Contractor shall have the ability to receive service calls and provide service support after hours and on weekends.

If, within four (4) business days of the initial service call, the Contractor is not able to repair any item of equipment that is not functioning properly, the Contractor will put in place a suitable temporary replacement without any additional cost to the City within a commercially reasonable period of time thereafter and a permanent replacement which shall be a new model of like or superior specifications, without any additional cost to the City, within ten (10) business days.

#### 3.14 Service and Maintenance

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

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

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

#### 3.15 Inspecting and Restocking Machines

The Contractor shall be responsible for the physical inventory, inventory control and maintaining adequate stock levels to ensure vendibility at all times. The Contractor is to make every effort to restock machines that will not conflict with peak usage times.

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

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

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

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

#### 3.16 <u>Contractor Representative</u>

The Contractor will assign a designated Contractor's Representative who will be responsible for the administration and coordination of Contractor's obligations herein. The Contractor shall ensure that the City is provided with current contact information for the Contractor's Representative (such as e-mail address, telephone and facsimile numbers), and shall not reassign the Contractor's Representative without prior City approval, such approval not to be unreasonably withheld or delayed. The Contractor's Representative shall meet periodically with the City Representative when requested by the City. The Contractor shall have its Contractor's Representative available to meet with the City Representative and/or his/her designee(s) at a designated City facility within forty-eight (48) hours after a City request to discuss and resolve issues related to Contractor's obligations herein.

#### 3.17 Identification

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

#### 3.18 Supplementary Information

- Healthier choices in vending machines in BC public buildings policy http://www.health.gov.bc.ca/healthyeating/vending.html
- Health Link BC Online
   <a href="http://www.healthlinkbc.ca/healthyeating/">http://www.healthlinkbc.ca/healthyeating/</a>
- Guidelines for food & beverage sales In BC schools <u>http://www.bced.gov.bc.ca/health/2013\_food\_guidelines.pdf</u>

#### 4 COMMISSION AND PAYMENTS

#### 4.1 Commission Payment

The Contractor will pay to the City a percentage commission based on gross monthly vending sales, exclusive of sales tax, based on the Scope of Services as set out in this RFP.

In addition, the Contractor annually, will pay to the City a percentage commission on all annual gross sales exceeding a mutually agreed upon financial amount, per each full year of the Term. Commissions to the City are to be paid directly to the City by the Contractor in the form of Electronic Funds Transfer.

#### 4.2 Payment Procedures

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

#### For each location:

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

#### For each machine

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

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

#### 4.3 Commissions

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

a) <u>Lost Sales</u>

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

#### 4.4 <u>Records</u>

#### (a) Operator's Records

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

#### (b) Quarterly Report

The Contractor shall deliver to and review with the City a quarterly report detailing all:

- sales and purchase per facility per reporting period,
- a description of the item sold,
- unit of issue,
- unit price; and,
- quantity sold for the current quarter and year-to-date.

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

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

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

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

#### 4.5 <u>Refunds</u>

The Contractor will provide and maintain **a cash refund float of \$25 for each facility** to reimburse consumers (a) if a piece of the Contractor's vending equipment malfunctions and does not vend a snack food or beverage when the appropriate amount of coinage is properly inserted into the machine or (b) defective, spoiled, or inedible products when dispensed. The Contractor shall also provide refund slips [quick and easy to complete] to each facility to be completed by consumers claiming a refund. The Contractor's regular delivery driver will replenish the float as needed.

# APPENDIX A

# **VENDING EQUIPMENT LOCATIONS**

#### 1. **PROVISIONS**

- New or near-new equipment will be provided, equipped with timers to automatically place the machine in a low power mode during times of extended inactivity, except Powerfood and Ice Cream machines due to health risks.
- **Powerfood Machine** Refrigerated food machine containing fruits, vegetables, meat, cheese, yogurt and white and flavored milk.
- **Snack Machine** Contains sell most, sell sometimes snack items.
- Current, on-location snack food vendors to be upgraded with health and wellness headers on the fronts of all machine banks.
- All equipment to be equipped with all Industry Standard Multiple Drop Bus ("MDB") compatible devices, multi coin acceptor and credit card payment acceptor.
- The City reserves the right at any time to require the Contractor to remove, relocate, or place additional vending machines and related equipment at existing and/or new locations to meet new or unanticipated requirements that might become known during the term of the Agreement.

FACILITY	ADDRESS	EQUIPMENT LOCATIONS
Pinetree Community Centre	1260 Pinetree Way	Snack and beverage
City Hall	3000 Guildford Way	Snack and beverage
Austin Service Centre	500 Mariner Way	Snack and beverage
Place Maillardville Community Centre	1200 Cartier Ave	To Be Determined (under construction)
Town Centre Firehall	1300 Pinetree Way	Snack and beverage
Mariner Firehall	775 Mariner Way	Snack and beverage
Burke Mountain Firehall	3501 David Avenue	Snack and beverage



## **PROPOSAL SUBMISSION FORM**

#### RFP No. 22-018

# **Snack Food Vending Machine Services**

#### Proposals will be received on or before 2:00 pm local time on

#### Wednesday, April 27, 2022

(Closing Date and Time)

#### **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: <u>gfile.coquitlam.ca/bid</u>

- 1. In the "Subject Field" enter: RFP Number and Name
- 2. Add files in .pdf format and "Send"

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1.

# **DEPARTURES AND AWARD**

a) CONTRACT - I/We have reviewed the City's <u>Standard Terms and Conditions - Purchase of Goods</u> <u>and Services</u> and would be prepared to enter into in an agreement that incorporates the City's		
Stand Terms and Conditions, amended by the following departures (list, if any):		
Section Requested Departure(s) / Alternative(s)		
Section	Requested Departure(s) / Alternative(s)	
Section	Requested Departure(s) / Alternative(s)	

**b) SERVICES** - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

#### Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

c) AWARD - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.		
i. <b>WCB</b> - WorkSafe BC coverage in goodstanding and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:	
ii. <b>Insurance</b> – Provide Insurance coverage as per the <u>City's Standard Insurance</u> <u>Form</u>		
iii. <b>Vendor Info</b> - Complete and return the City's <u>Vendor Profile and Electronic</u> <u>Funds Transfer Application (PDF)</u>		
iv. <b>Business License</b> - A City of Coquitlam or Tri Cities Intermunicipal <u>Business</u> <u>License</u>		
v. <b>Annual Licensing Fees</b> – as per <u>City of Coquitlam Business Licence Bylaw No.</u> <u>4344, 2013</u> , and <u>City of Coquitlam Fees and Charges Bylaw No 5081, 2021</u> ,		
As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):		

2.

# **HEALTH & SAFETY**

a) Does Proponent have a company Vaccination Policy?		
□ Yes	□ No	
If Yes, please attach a copy to your Proposal Submission		
<ul> <li>b) Proponent confirms only verified fully vacation this RFP:</li> </ul>	cinated employees will perform the Services as per	
□ Yes	🗆 No	
c) Proponent to state what methods will be u Requirement?	used to ensure compliance to this Mandatory	
<ul> <li>All personal information collected will be held in confidence by the City. All information collected is under s. 26(c) of the Freedom of Information and Protection of Privacy Act. Understood:</li> </ul>		
□ Yes	□ No	

#### 3.

### CORPORATE

- a) CAPABILITIES, CAPACITY AND RESOURCES Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):
- i. Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):

ii. Proponent is to state relevant experience and qualifications as to the Services requested in the RFP:

iii. Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes the Proponent's capacity to answer service requests and respond to City communications:

**b) REFERENCES** – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):

Reference No. 1	
Number of Facilities	
Number of Machines	
Start Date	
End Date	
Contract Gross Sales Value	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

#### City of Coquitlam RFP No. 22-018 – Snack Food Vending Machine Services Proposal Submission Form

Reference No. 2	
Number of Facilities	
Number of Machines	
Start Date	
End Date	
Contract Gross Sales Value	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:
Reference No. 3	
Number of Facilities	
Number of Machines	
Start Date	
End Date	
Contract Gross Sales Value	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

c)	<b>KEY PERSONNEL –</b> Proponent proposes the following key personnel for the Services stated in the
	RFP. No changes, additions or deletions are to be made to these Key Personnel without the City's
	written approval.

LINE ITEM	NAME	TITLE/POSITION	EXPERIENCE AND QUALIFICATIONS	YEARS WITH YOUR ORGANIZATION			
i.							
ii.							
iii.							
(use the spaces provided and/or attach additional pages, if necessary)							

<b>d) SUPPLIERS</b> – Proponent proposes the following suppliers for the Services stated in the RFP.							
LINE ITEM	NAME	ADDRESS	PRODUCTS/EQUIPMENT SUPPLIED	YEARS IN BUSINESS			
iv.							
۷.							
vi.							
(use the spaces provided and/or attach additional pages, if necessary)							

# TECHNICAL

#### a) APPROACH and METHODOLOGY

Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work.

#### I. Business Plan

4.

- a) Proponent is to provide a description of proposed business plan as to the Services requested in the RFP :
- b) Proponent is to address how the they will provide the Services outside of the City;s normal business hours:

#### II. Implementation and Transition Plan

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

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

c) Proponent is to state proposed procedures and reports to be used in monitoring the performance of the vending machine operation on an ongoing basis. Topics should include, but not limited to:

- i. Recording, verifying and reporting revenue;
- ii. Sales activity and projections;
- iii. Marketing/promoting activity

d)	Proponent is to describe how it would coordinate the removal of existing vending
	equipment with the present incumbent provider and installation of the proposed new
	vending equipment:

#### III. Customer Service

**a)** Provide a narrative of your customer service philosophy and how this would complement the City's objective with respect to service and performance:

**b)** Healthy Snack Food Options: Describe your proposal for improvements to nutrition and health and wellness programs:

c) Describe how you will address/respond to customer requests and complaints. How is customer feedback monitored:

**d)** On-call service: Describe how you are going to provide on-call services. Proponent is to include guaranteed response times:

IV.	Service Requirements a) Describe how you will provide Full Service of machines, including maintenance frequencies:
	b) Describe in detail the install process of equipment and what is required; include information on what the City's responsibilities may be:
	c) Describe in detail your maintenance plan as it relates to the proposed equipment. Include your service response guarantee for machine breakdown:
	d) Describe the Proponent's process for dealing with refunds due to machine malfunction:
V.	Quality Assurance
•.	<ul> <li>a) Provide details of your proposed quality assurance program regarding equipment performance and overall condition. Include a sample audit report:</li> </ul>
	Cample Audit Penert attached
	Sample Audit Report attached

#### **b) EQUIPMENT** – Proponent proposes the following vending machines:

(Demonstration of the equipment, may be required and must comply in all respects with all applicable standards, requirements and governing regulations of CSA)

Type of Equipment	Year	Qty	<b>Specifications</b> (power and plumbing requirements, overall dimensions and capacity of equipment, etc.)	Pictures attached		
**Proponent is to attach pictures of equipment proposed as an attachment to their Proposal**						

c) **PRODUCTS** – Proponent proposes the following products:

(Machines are to dispense nationally known products and local preferences and include healthy snack options)

Product	Brand	Supplier

**d) SCHEDULE** - Proponents are to provide a master schedule including meeting with City staff, field work, installation of machines, major item descriptions and timelines indicating a commitment to perform the Contract within the time specified:

ΑCTIVITY	SCHEDULE (in weeks)							

#### City of Coquitlam RFP No. 22-018 – Snack Food Vending Machine Services Proposal Submission Form

5.

### FINANCIAL

a) PRICE AND COMMISIONS TABLE										
Product and Brand Name	Package Size	Projected Annual Sales Volume	Vending Machine Price (\$/Unit)			Total Estimated Annual Sales (\$)	Rate of Commission (%)	City Annual Commission	City Minimum Guaranteed Annual	Additional Incentive Offered
		(Units)	Year 1	Year 2	Year 3				Commission	
Sell Most										
Sell Sometimes										
Do Not Sell										

#### b) METHODOLOGY – REVENUE SHARING

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

#### c) VALUE ADD

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City.

#### d) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

a) Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

b) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

c) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

#### **Attention Purchasing Manager:**

- 6. I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City's website <u>www.coquitlam.ca/Bid-Opportunities</u> and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
- 7. I/We agree to the rules of participation outlined in the <u>Instructions to Proponents</u> and should our Proposal be selected, agree to the City's <u>Standard Terms and Conditions Purchase of Goods and</u> Services and will accept the City's Contract as defined within this RFP document.
- **8.** I/We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued

This Proposal is submitted this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

Name of Proponent	
Signature(s) of Authorized Signatory(ies)	1.
Signature(s) of Authorized Signatory(les)	2.
Print Name(s) and Position(s) of Authorized	1.
Signatory(ies)	2.