

REQUEST FOR PROPOSAL
RFP NO. P&R – 25-02

SUPPLY OF VENDING SERVICES

DATE OF ISSUE: March 3rd, 2025

SUMMARY OF KEY INFORMATION

Proposals will be received at:

Township of Esquimalt
c/o Parks & Recreation Administration – Archie Browning Sports Centre
1151 Esquimalt Rd.
Esquimalt, BC V9A 3N6

OR at the following email
jeff.byron@esquimalt.ca
(Refer to section 2.4 of this RFP)

On or before 12:00 pm local time on **March 31, 2025**

RFP documents may be obtained from the Township's website: www.esquimalt.ca or by email request: jeff.byron@esquimalt.ca

Proponents are required to check the Township of Esquimalt's website for any updated information and addenda issued, before the Closing Date and Time at the following website address: www.esquimalt.ca

A mandatory site visit will be held at 1:30 p.m. local time on Thursday, March 20, 2025. Proponents are to meet with the Project Manager at the front entrance of the Esquimalt Recreation Centre located at 527 Fraser St. Attendance does not need to be confirmed.

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1. DEFINITIONS

“Contract” means a formal written contract between the Township and the successful proponent to undertake the Services.

“Township” means Township of Esquimalt.

“Closing Date and Time” has the meaning set out in section 2.2 of this RFP.

“Consultant” “Consultants” mean those firms that the Township has retained for professional technical consulting services relating to the design and construction of the project identified in this RFP.

“Preferred Proponent” means the Proponent selected by the Township to enter into negotiations for a Contract.

“Proponent” means responder to this Request for Proposals.

“Proposal” means a proposal submitted in response to this RFP.

“RFP” “Request for Proposals” means this request for proposals and includes all documents, specifications, drawings and addenda incorporated herein.

“Services” has the meaning set out in section 3.4 of this RFP.

2. INSTRUCTIONS TO PROPONENTS

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to identify the most qualified vending company through a structured, open and competitive process, to work with the Township of Esquimalt staff, outside consultants and the facility’s operator in achieving quality vending services for the Esquimalt Recreation Centre and Archie Browning Sports Centre. The Township invites detailed proposals from Proponents in strict accordance with these proposal documents. The proposal will be evaluated for the selection of a Proponent with the intent to enter into a contract to provide the best possible vending services. The Esquimalt Recreation Centre is located at 527 Fraser Street and the Archie Browning Sports Centre at 1151 Esquimalt Rd. This project is consistent with the Township’s vision of maintaining and enhancing public services and “green” facilities. Additional information about the project is included in section 3 (Terms of Reference) of this RFP.

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2.2 Closing Date and Time

Proposals must be received by the Township on or before 12:00 pm local time on March 31, 2025 (the “Closing Date and Time”) at the address or email address set out in section 2.4 of this RFP.

2.3 Proposals received after the Closing Date and Time will not be accepted.

2.4 Address for Submissions

Proposals must be received by the Township:

- a. in hard copy at the following address:

Jeff Byron, Manager of Recreation Services
Township of Esquimalt
c/o Parks & Recreation Administration – Archie Browning Sports Centre
1151 Esquimalt Rd
Esquimalt, B.C. V9A 3N6
PERSONAL & CONFIDENTIAL – RFP NO. P&R-25-02

OR

- b. in electronic form at the following email address:

jeff.byron@esquimalt.ca

Proposals submitted electronically by email (b) above will be deemed to be received when displayed as new email on the Township’s electronic equipment. The Township will not be responsible or liable for ensuring that any electronic email system being operated for the Township is in good working order, or for any delay for any reason to electronic submissions, including technological delays, spam filters, firewalls, job queue, file size limitations, etc. As stated in Section 2.3, proposals received after the Closing Date and Time will not be accepted.

2.5 Number of Copies

Proponents submitting hard copies of their Proposals should submit the original proposal unbound and three (3) hard copies, **4 in total**, of their proposal clearly labeled with the name of the proponent and marked “RFP No. P&R-25-02 – “Esquimalt Parks & Recreation Supply of Vending Services.

The Township prefers not to have submissions in ring type binders.

Proponents submitting electronic copies of their Proposals should submit one electronic copy.

2.6 Clarity and Organization of Proposals

Proposals should be complete, clear, consistent, well organized and legible to facilitate evaluation.

2.7 Enquiries

It is the responsibility of each Proponent to seek clarification on any matter relating to this RFP. All enquiries regarding this RFP must be in writing or email only to the contact noted below.

Jeff Byron, Manager of Recreation Services
Township of Esquimalt
E-mail: jeff.byron@esquimalt.ca

Information obtained from any other source is not official and may not be relied upon.

If the Township determines that an amendment is required to the RFP, the Township will issue a written addendum to be posted on the Township's website that will be incorporated into and become part of the RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.8 Addenda

Proponents are required to check BC Bid or the Township's website for any updated information and addenda issued before the Closing Date and Time at the following website address:

www.esquimalt.ca/business-development/bids-tenders

No amendment of any kind to the RFP is effective unless it is contained in a formal written addendum issued by the Township.

Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Township website.

If there is any discrepancy in the information provided, the Township's original file copy will prevail.

2.9 Project Description

The Esquimalt Recreation Centre is a predominantly single-story building and contains a pool, gymnasium, weightroom, and several multipurpose rooms. There is a public space to service the vending area proposed by the successful proponent.

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The Archie Browning Sports Centre contains an NHL sized Arena and a 6-Sheet Curling Facility on the main floor, a lounge and two multi-purpose spaces on the second floor.

3. VENDING SERVICES CRITERIA

Bidder(s) must submit illustrations showing suggested placement of machinery within each facility with a listing of what each piece is for and how it works.

Equipment offered must be new and of the latest model available at the time of tender.

The contractor shall maintain adequate insurance coverage to absolve and render the Township of Esquimalt harmless from all claims or charges arising from acts related to the performance of his contract.

The contractor must have a minimum of two years' experience operating vending machines for commodities on which they are bidding. Each contractor is to include a statement indicating the name and location of at least three organizations where they are currently servicing the type of equipment proposed in this quotation.

A percentage of monthly gross revenue will be offered to the Township of Esquimalt Parks and Recreation as commission, and this will be taken into consideration in the selection of the contractor. Other factors including but not limited to the vendors experience, reliability, financial responsibility and general ability to perform the contract will also be taken into consideration.

Title to the machines shall be retained by the contractor. The contractor shall assume the full risk and responsibility for any loss, destruction or damage to the machines.

The contractor shall, at all times, at his own expense keep the machines in proper mechanical working order, making all necessary repairs and replacement of parts and shall maintain the said machines in a clean, attractive and sanitary condition to the satisfaction of the Township of Esquimalt. The Contractor shall respond to all service calls within three hours, seven days a week during the period 5:30 a.m. to 10:30 p.m.

The contractor shall place and maintain in the food vending machine only those products which are fresh, pure, and fit for human consumption.

The contractor shall be solely responsible for observing and complying with all provisions of federal, provincial and local laws relating to the operation of the vending machines.

The contractor shall remit to the Township of Esquimalt on or before the 15th day of each month, the Township's percentage of the previous month's gross income on all machines operating under the terms of this contract. Two copies of a statement of sales, gross income and commission must accompany each cheque. The vendor shall provide the Commission with reasonable

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opportunity and facilities to verify these statements and will include in their quotation a statement as to the means by which this requirement will be met.

Selling prices will be set out in the Proposal. Prices, product range, machines, and machine locations can be adjusted with the prior approval of the Manager.

The contract shall run for three calendar years from September 1, 2025, and may at the option of the Township be extended thereafter from year to year for a period not exceeding five years. Notwithstanding the contract period, the Township reserves the right to have the machines removed with 30 days' notice in writing if any machines are unusable on a repetitive basis.

The contractor shall install vending machines adequate in size to provide continuous service. All machines shall be new or of a recent model. The contractor shall supply a catalogue cut complete with specifications for each type of machine to be installed. All machines kept in any one location are to be the same height and colour. The Township reserves the right to request that a machine be replaced or supplemented as experience and conditions dictate. All machines must carry N.S.F., C.S.A. and U.C. approval.

Upon request of the Township a bidder whose proposal is under consideration for the award of the contract shall promptly submit satisfactory evidence of his financial resources, experience and the organizations and equipment he has available for the performance of the contract.

The vendor shall provide "area treatment" to the installation as requested by the Township.

The lowest of any tender will not necessarily be accepted. The bids will be considered on their merits, and it is not the intention of the Township to award on price alone.

4. EXPECTATIONS

The Township is looking for proposals that provide:

Increased choices of healthier food and drink items

A product offering that includes milk as well as contemporary and nutritious items which are client focussed.

Competitive pricing

Strategic pricing to encourage sales of healthy choices

A pleasing product presentation style and perception of value

Advertising display signage on vending machines which reflects healthier choices

Less duplication of product in the same machine

No bottled water, no caffeinated drinks, or containers over 355ml

5. EVALUATION CRITERIA

The proposals will be evaluated at the sole and absolute discretion of the Township and its designates. In addition, interviews may be scheduled with the firm proposed to be involved in this Contract. The following, but not limited to, criteria will be considered in the evaluation:

The following headings are to be used in your proposal to address these criteria in detail.

Weight Scale

16	Degree of vending services offered in both the Esquimalt Recreation Centre and the Archie Browning Sports Centre.
10	Pricing and commission
10	Product variety and duplication
10	Proposed placement of vending machines
10	References, experience, demonstrated performance and number of machines in place
8	Product replenishment frequency and out of stock guarantee
5	Vending machine display signage
5	Stipulated price guarantee period and price adjustment terms & conditions
8	Age of equipment and energy efficiency
5	Value added criteria (other items offered of value to the Township)
5	Quality of the Proposal submission
8	Response time to service calls, refunding and downtime guarantee

6. VENDOR PURCHASES

The Vendor will make all purchases in its own name and shall not in any way bind the Township in its Contractual Agreements.

7. TAX AND LICENSES

The Vendor will provide and pay for all trade license fees, business tax or other Municipal levies lawfully in connection with the catering operations and the collection and payment of all taxes on cash and charge sales.

8. UTILITIES

The Township shall provide power, water and drainage. Plumbing and electrical work to provide these services shall be at the expense of the Vendor. The Township shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, the Township shall provide the Vendor as much advance notice as possible. In the event of any such interruption or any disruption of utility services, the Township shall take reasonable steps to restore them promptly but shall not be

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responsible for any loss or delay sustained by the Vendor resulting from such interruptions from any cause.

9. PERSONNEL

The Vendor agrees that, at all times, the employees of the Vendor furnishing or performing any of the services specified under this Agreement shall do so in a proper, workmanlike, and dignified manner. The Vendor shall subject all of its employees prior to working at the Township's premises, to a Criminal Records Check. The Vendor will not permit any of its employees without a Criminal Record to enter the Township's premises. In addition, the Township reserves the right to carry out its own Criminal Records Check for any of the Vendor's employees as deemed necessary.

9.1 Workers' Compensation

The Vendor must comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing. A current copy of the Vendor's Letter of Good Standing from WorksafeBC, shall be provided to the Township. The Vendor is responsible for carrying and paying for WorksafeBC coverage for itself and all its employees, Vendors and others engaged in providing the services.

10. CHANGES

This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order.

10.1 Independent Vendor

All of the Vendor employees furnishing services to the Township shall be deemed employees solely of the Vendor and shall not be deemed for any purposes, whatsoever, employees or agents of, acting for or on behalf of, the Township. The Vendor shall perform all services as an independent Vendor and shall discharge all its liabilities as such. No acts performed or representation, whether oral or written, made by the Vendor with respect to third parties, shall be binding on the Township.

11. INSURANCE

The Vendor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain and continuously carry insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Township:

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- a. Comprehensive General Liability in an amount not less than Two Million Dollars, which covers bodily injury and property damage arising from conduct and performance under this Agreement.
- b. Automobile Liability on all owned or leased vehicles in an amount not less than Two Million Dollars.
- c. Property Insurance for the value of the Vendor's property shall be maintained and shall include a waiver of subrogation in favour of the Township.
- d. Professional Liability in an amount not less than Five Million Dollars insuring the Vendor's liability resulting from food contamination, errors and omission in the performance of professional services under this Agreement.
- e. At the request of the Township, the Vendor shall provide to the Township, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverages shall provide for 30 days prior written notice to be given to the Township in the event of cancellation or material changes. With the prior consent of the Township, should any portion of the Services performed be sub-contracted, the Vendor will ensure that each sub-Vendor also maintains during the course of this Agreement insurance coverages which are in like form and with limits as those to be carried by the Vendor.
- f. The Vendor is responsible for all insurance costs.

12. INDEMNITY

- a. The Vendor agrees to indemnify, defend and save harmless the Township including without limitation, its employees, agents, students, faculty, servants and Board members from any or all suits, claims, demands, liens, and/or, expenses or fees (including legal fees) arising out of the Services and/or products offered under this Agreement.
- b. The Vendor further agrees to indemnify, defend and save harmless the Township including without limitation, its employees, agents, patrons, volunteers, council and committee members from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Vendor, its employees, servants, sub-Vendors and/or agents.