

THE CORPORATION OF THE TOWN OF COCHRANE



VENDING SERVICES

RFP 2020 – 02

ISSUE DATE: February 21, 2020

CLOSING DATE: March 11, 2020 @ 2:00 pm

OFFICIAL REQUEST FOR PROPOSAL

INTRODUCTION

The Town of Cochrane is requesting a proposal for the supply, installation, stocking, and maintenance of vending machines within various facilities owned and operated by the Town of Cochrane Ontario for a **three-year term**.

GENERAL CONDITION OF THE RFP

Proposals for and Cost Estimate under this R.F.P. will be received no later than

2:00 p.m. Wednesday March 11, 2020

at the Municipal Office to the attention of Alice Mercier - Clerk, 171 Fourth Avenue, Cochrane, Ontario P0L 1C0. It is the responsibility of each proponent to ensure that its' proposal is received prior to the closing time. Late proposals shall be returned unopened. All contract documents are available through the Town of Cochrane Ontario website. The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included in their bid.

Proposals must be submitted bearing the name of the proponent, addressed as above and clearly marked:

“RFP – 2020-02 – VENDING SERVICES”

Question can be directed to:

Jason Boyer
Director of Community Services
jason.boyer@cochraneontario.com
Tel: (705) 272-5084

The Corporation of the Town of Cochrane
92 Second Street
Cochrane, ON P0L 1C0

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INSTRUCTIONS TO PROPONENTS

1. SCOPE

The Town of Cochrane Ontario is looking for a contractor to provide vending machines in Town owned facilities to enhance the experience of patrons using Town facilities. This RFP is being issued in due to the expiration of our existing contracts. The successful contractor will be responsible for installation of all required equipment, re-stocking during operating hours and any damage or maintenance costs incurred. Once awarded, the successful contractor will be required to determine patterns of use and ensure all vending machines are regularly stocked and do not become “sold out” or show “not available” for any products, within reason, throughout the term of the three year agreement. Refer to section 20 for submission requirements.

At a minimum the contractor will be required to provide:

- Tim Horton Event Centre (THEC) - 2 cold drink vending machines
- Tim Horton Event Centre (THEC) – 1 snack vending machine
- Pavilion – 1 cold drink vending machine (seasonal locations, outdoor during summer, indoor during winter months)

- 1.1. The Town will receive sealed Proposals until 2:00:00 p.m. Eastern Time on March 11, 2020 (“RFP Closing”). The Proposals will be opened and the bid amount (flat rate monthly) duly recorded at the RFP Closing. Vendors submitting an RFP please be aware there is no public opening of Proposals. Email and Faxed Proposals will not be accepted and will be returned to Proponent.

2. TERMS AND CONDITIONS

- 2.1. The prices quoted shall be in Canadian dollars and with all necessary import clearances and documentation. The price should be a flat monthly rate to provide space for vending services.
- 2.2. All vendors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 2.3. The Town further reserves the right to negotiate and to refine the requirements where it is in the Town’s best interest to do so.
- 2.4. The Town reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.

3. DEFINITIONS

- 3.1. Hereinafter, each company receiving this Request for Proposals is referred to as a “Vendor” and/or “Company”, a Vendor’s proposal in response to this Request for Proposals is referred to as a “Proposal” and the Town of Cochrane shall hereinafter be referred to as the “Town.”

4. SAFETY REQUIREMENTS

- 4.1. The Proponent will meet all Federal and Provincial safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

5. SUPERVISION AND EMPLOYEE CONDUCT

- 5.1. Contractor must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees. The Town requires that all people employed by the Contractor and subcontractor perform their tasks in a courteous and professional manner and technicians are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated.

6. WORK SCHEDULE

- 6.1. The Contractor will begin the Work once the Contract has been awarded. The Town anticipates that the Contract will be awarded by March 17, 2020. Once the project has commenced, it will continue a regular full work schedule until the contract is completed. The Contractor shall remain fully engaged until the contract is complete. It is expected that the contract/agreement will be in effect from April 1, 2020 to March 31, 2023.

7. PROTECTION OF PERSON AND PROPERTY

- 7.1. The Contractor shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Contractor, its employees or agents.

8. CLEAN-UP

- 8.1. All refuse resulting from this operation shall be gathered and removed from the work site daily. No dumping will be allowed on the right-of-way. The Contractor will be responsible for all costs associated with clean up.

9. LAW ABIDANCE

- 9.1. The Proponent shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario.

10. ACQUAINTANCE WITH SPECIFICATIONS

- 10.1. It is the responsibility of the Proponents to review all of the Town's requirements. Failure of the Proponent to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

11. PERMITS

- 11.1. To pay for all permits, licenses and fees, and give all notices and comply with all applicable statutes, laws, by-laws and regulations, federal, provincial, municipal or otherwise.

12. REQUIREMENTS

- 12.1. To perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of the Town and any supplemental directives issued by the Town and in accordance with the bid pursuant to which the contract had been awarded, any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Town is final.

13. VENDOR CAPABILITY

- 13.1. A Proponent must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Town in the performance of the contract.

14. COLLUSION / CONFLICTS

- 14.1. By their submission of their bid, the vendor declares that the bid is NOT made in connection with any other vendors. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

15. NEGOTIATIONS

- 15.1. Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that details for any aspect of the work or deliverables are unclear or vague, and the vendor proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked vendors in each category, in order to refine any details, which may not otherwise be evident.

16. VENDORS INFORMATION AND UNDERSTANDING

- 16.1. Vendors are cautioned to review all the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the vendor has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the vendor that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the vendor's responsibility to clarify with the Town, any details in question mentioned or not in the request, BEFORE submitting a bid.

17. VERBAL INFORMATION

- 17.1. No verbal instructions or verbal information to vendors will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Town, these alterations will be made in the form of written addenda which will be provided to all vendors who received a bid request. The addenda shall be considered as part of the request.

INFORMATION AND INSTRUCTIONS

18. ISSUING OFFICE

Alice Mercier/ Clerk
Town of Cochrane
171 Fourth Avenue
Cochrane, Ontario
P0L 1C0

19. CLOSING DATE AND TIME

- 19.1. Proposals, signed by the Vendor's authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, not later than Wednesday March 11, 2020 at 2:00 p.m. local time.
- 19.2. The Town of Cochrane will not accept submission of any Proposals after the closing date and time.

20. PROPOSAL SUBMISSION

- 20.1. Proposals must include all information listed in this Section to be considered.
- Resume (if individual proponent) or: Company/Organization Profile:
 - Profile: An overview of contractor's services and relevant experience; including any team/staff members you intend to dispatch to Town facilities.
 - Contractor Acknowledgement Form, including Conflict of Interest disclosure. The possibility of actual or perceived conflict of interest or lack of independence will be considered. If, in the opinion of Town of Cochrane Ontario a reasonable person would perceive there to be a conflict of interest or lack of independence on the part of the Proponent, the proposal will be rejected.
 - Contractor Code of Conduct.
 - The proposed fee structure as a flat monthly rate, excluding taxes while acting as the vending machine operator.
 - A sample menu showing the proposed food and beverage choices and pricing including a plan to incorporate healthy food options into the menu, as outlined at the following link: <https://opha.on.ca/Nutrition-Resource-Centre/NRC-Navigator/Resources/Healthy-Vending-Toolkit.aspx>
 - Power requirements/usage per machine (ie: 200 Volt plug in required).

- Terms and conditions, if any.
 - The proposal must be received at the closing location by the specified closing date and time, delivered in an opaque envelope and clearly marked “RFP 2020-02 Vending Services”.
 - The proposal must be signed by a person authorized to sign on behalf of the Proponent.
 - The proposal must be in English.
- 20.2. The original copy of the Vendor’s Proposal must be submitted to the Issuing Office on or before the closing date.
- 20.3. Vendors may not make modifications to their Proposals after the closing date and time except as may be allowed by the Town.
- 20.4. The Town may reproduce any of the Vendor’s Proposals and supporting documents for internal use.
- 20.5. The Town will not be obligated in any way by the Vendor’s Proposal. The Town will not return any of the Vendor’s Proposals or supporting documents to the Vendor.
- 20.6. Proposals may include additional services the bidder feels will enhance the customer experience while in Town facilities. Acceptance of value-added options, including additional machines with merchandise other than food or beverages, will be at the sole discretion of the Town.

21. PROPOSAL COSTS

- 21.1. The Vendor has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the Town be responsible for the costs of preparation or submission of any Proposal.

22. INQUIRES AND CHANGES

- 22.1. Any inquiries regarding the Proposal should be directed to:

Jason Boyer

Director of Community Services

7 Tim Horton Drive, Cochrane, ON P0L 1C0

Email: jason.boyer@cochraneontario.com

- 22.2. It is the responsibility of each Vendor to inquire about and clarify any requirements of this Request for Proposals, which are not understood.
- 22.3. Vendors must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.

- 22.4. Vendors must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.
- 22.5. If a Vendor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify Jason Boyer, the Town's Director of Community Services, who may, if necessary, send written addenda to all s.
- 22.6. The Town may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The Town shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
- 22.7. Should a proponent have any questions or need further clarification, he/she should contact the Town's representative, named in this document as per Section 25. Questions will only be received until Monday, March 9, 2020 until 2:30 p.m. local time to enable the Town to prepare an addendum (if any). Questions received after 2:30 p.m. on Monday, March 9, 2020 may not be acknowledged nor answered.

23. SELECTION PROCESS

- 23.1. Because the Town bases any decision to award a contract on the Proposals submitted, Vendors should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.
- 23.2. The Town reserves the right, at its sole discretion, to negotiate with any Vendor as it sees fit, or with another Vendor or Vendors concurrently. In no event will the Town be required to offer any modified terms to any other Vendor. The Town shall incur no liability to any other Vendor as a result of such negotiations or modifications

24. EVALUATION OF PROPOSALS

- 24.1. Proposals will be assessed based on the following criteria, listed in order of importance:
- Conformity to Section 23, Submission Requirements.
 - Ability to provide the minimum number of vending machines identified in the scope of work section.
 - Ability to provide healthy food choices.
 - Proposed monthly fee.
 - Accessibility such as interact options.
 - Previous/current customer references.
 - Delivery schedule

25. PRICING REQUIREMENT

- 25.1. Prices shall be in Canadian Funds, for the lease of facility space.

26. TERMS OF PAYMENT

26.1. Payment should be made by the first day of every month for the proceeding months. Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Town, the contract price shall be invoiced after delivery of material or services rendered and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Town and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

27. LIMITATION OF LIABILITY

27.1. In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.

27.2. Each Vendor, by submitting a Proposal, agrees that:

- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Town or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and
- b) The Vendor hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Vendor is not successful in the selection process for any reason whatsoever.

SCHEDULE A

PROPOSAL SUBMISSION FORM

Proponent Information (Please Print)

Company Name:	
Address:	Main Contact:
City	Phone:
Province:	Fax:
Postal Code:	Email:
H.S.T. Registration Number:	

ADDENDA

The proponent acknowledges the following Addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Town. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Town. I/We agree to supply the goods, materials or services for the unit prices stated herein.

Signature of Authorized Company Official

**Name of Authorized Company Official
(Please Print)**

Title (Please Print)

PLEASE NOTE:

PERSON SIGNING MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY/INDIVIDUAL REPRESENTED, AND TO BIND THE COMPANY/INDIVIDUAL TO STATEMENTS MADE IN RESPONSE TO THIS CONTRACT. FAILURE TO SIGN THE SUBMISSION FORM MAY RESULT IN THE PROPOSAL BEING REJECTED.

Code of Conduct

CODE OF CONDUCT – CONTRACTORS (Required with Bid Submission)

The relationship between Town employees and representatives of contractors providing service to the Town is critical to achieving the goals and objectives of the Corporation of Town of Cochrane Ontario.

In providing the highest level of service possible, it is essential that all representatives of the Contractor work together with Town staff in a co-operative and congenial manner, always respecting established lines of authority.

The efficiency of Town operations and the image the Corporation presents to the public may be influenced by any breakdown in the relationship between the Contractor’s representatives and Town employees. Therefore, the Contractor’s representatives are expected to convey a friendly, approachable, positive and helpful attitude to Town employees and to be honest, trustworthy, reliable, dependable and punctual in all workplace activities.

Contractors unable to demonstrate an ability to meet this standard may be disqualified from the bidding process. Successful bidders subsequently failing to meet this standard should expect termination of any contractual relationship with the Town.

APPROVED BY COUNCIL:

DATE: February 4, 2020

REAFFIRMED BY COUNCIL:

DATE:

I have read and agree to comply with the above Code of Conduct:

Company Representative (signature) X _____

Name: _____

Title: _____

Date: _____

References

Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The Town reserves the right to contact all references, including the Town's internal assessment of current performance, if any.

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Nature and Duration of Contract:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Nature and Duration of Contract:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Nature and Duration of Contract:	

Pricing

PRICING

This is a Unit Price Contract. Pricing is in Canadian Dollars.

All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete the agreement successfully as stated within this RFP. Quantities stated within this RFP are estimates only.

Description	Price
Total Contract Price	\$

PROPONENT MUST COMPLETE ALL APPLICABLE SPACES ABOVE. PRICES MUST BE IN CANADIAN FUNDS.

Attached addition required documents to the Proposal Submission Form as described in section 23.

RFP 2020-02 – VENDING SERVICES

FORM OF PROPOSAL

THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGES INCURRED IN THE PROCESS OF FULFILLING THE CONTRACT

ACCEPTANCE AGREEMENT

ACCEPTED ON BEHALF OF THE CORPORATION OF THE TOWN OF COCHRANE,

THIS DAY OF _____, 2020

MAYOR

TOWN CLERK

Appendix A – Facility Information

RFP 2020-02 Vending Services Bid Form

Tim Horton Event Centre

54 000 sqft sports complex, comprised of an indoor swimming pool with slide, fitness facility, 575 seat NHL size ice surface arena, 500ppl capacity community hall, it is open 7 days a week including some holidays. The Facility is host to numerous special events annually including multiple hockey tournament, trade shows, festivals, workshops, and fundraiser. Our average daily attendance is 300-500ppl escalating to a few thousand people over the course of a weekend for a tradeshow or hockey tournament. In 2019 we host the provincial Junior A hockey championship where we saw 700-800ppl in attendance for each of the 8 championship games.

Normal Operating Hours	Winter	7:30am – Midnight, Monday-Sunday
	Summer	9:00am-5:00pm Saturday & Sunday
	(Jun-Aug)	7:30am-8:00pm Monday-Friday

Pavilion at Commando Park

3000 sqft reception hall and concert venue situated right in the middle of town on our beautiful lake Commando waterfront. This facility is host to our biggest festivals including Summerfest (2000+ attendance), Canada Day festivities (1200+), and Winter Carnival (1200+). The Pavilion also hosts the weekly Cochrane Farmers Market (July-Oct.), and Live at the Lakeside (July-Aug.). When it is not used for community social events it is being used for workshops, cultural events, and community rentals such as weddings and anniversaries.