



Request for Proposal  
Vending Machine Services for  
Shelby County Buildings

MARCH 21, 2013



SHELBY COUNTY – ALEX DUDCHOCK, COUNTY MANAGER  
P.O. BOX 467  
COLUMBIANA, ALABAMA 35051  
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## REQUEST FOR PROPOSALS – VENDING MACHINE SERVICES

Shelby County is accepting proposals for supply, install and service of vending machines within the Shelby County Buildings for a period of five years.

Sealed Proposals: Vendor will deliver one (1) original and four (4) copies to the following address:

Shelby County  
County Manager's Office – Administration Bldg  
200 West College St.  
P.O. Box 467  
Columbiana, AL 35051

**BY April 4, 2013 at 3:00 P.M.**

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above cited time will not be considered.

All submittals must be sealed and marked in the lower left hand corner "**BID – VENDING SERVICES RFP**".

Please direct purchasing and procedural questions regarding to this RFP to Kim Reynolds at email address [kreynolds@shelbyal.com](mailto:kreynolds@shelbyal.com).

**All awarded vendors must provide Immigration Law Compliance Documents found on the Shelby County website at [www.shelbyal.com](http://www.shelbyal.com).**

Thank you for your interest in Shelby County.

Alex Dudchock  
County Manager

## PROPOSAL

Definitions: “County” – Shelby County in Alabama  
“Bidder” – an individual or business submitting a bid to Shelby County  
“Contractor” – one who contract to perform work or furnish materials in accordance with a contract.

### Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to invite businesses who meet the qualifications to submit proposals to supply, install and service vending machines within the county buildings throughout Shelby County. This proposal does not include any Shelby County Park and Recreation Buildings.

### Project Details:

#### I. Project Background

Shelby County has vending machines in various buildings throughout the County and filled/serviced by one vendor. Attachment A will provide you a list of all the buildings, and what vending machines are currently in the building. The current machines have been full-service with the Contractor filling the machines, collecting the proceeds and forwarding a commission check to Shelby County.

Attachment B lists the current pricing we pay for our products in each machine.

Shelby County would like to offer the lowest price to its employees as well as a commission from the vendor.

Shelby County is a tax-exempt entity.

#### II. Scope of Services

- A. Merchandise: Shelby County is trying to wellness-oriented, we ask for snacks to be healthy ¼ of the machines. Soft drinks are accepted, but choices such as non-sweetened beverages are highly recommended.
- B. Machines for this proposal should new or refurbished models in excellent condition, 2008 models or newer. All vending machines must accept coins and be equipped with a bill validator in order to accept bills. There will be no charge or rental to Shelby County for the use of the machines. Contractor will be responsible for ownership and maintenance of all machines. Shelby County will pay for the electrical power required to operate the machines.
- C. Movement of Vending Machines: There shall be no charge to Shelby County for the adding or removal of vending machines.

- D. Repairs and Refunds: Each machine will be clearly marked with the Vendor's name, address and phone number for requests for repairs and refunds. Requests for repairs should be completed in 24 hours. Refunds made at time of filling of the machine.
- E. Stocking of machines: Depending on usage, all vending machines should be stocked at least bi-weekly. All products will have expiration dates clearly marked on them. Expired Snacks and beverages should be removed when filling/servicing the machine.
- F. Contractor shall secure and pay for all applicable Federal, State and local licenses and permits and pay all sales income and excise tax required for the operation of the vending machines.
- G. Shelby County desires a variety of products to be offered. Please attach a list of products that the cold beverage and snack machines will be stocked with including brand, size, and type of container or package, with pricing.

### III. Proposal Terms

- A. Shelby County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Shelby County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original and two copies must be at the County Administration Building – County Manager's Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP.
- E. Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

### IV. Vendor Information

The proposal shall include all of the following information. Failure to include all of the required information could result in disqualification of a Bidder.

- A. The responding vendor's qualifications, years in business, staff profile and experience.

## **Attach as Appendix A**

- B. References: List three (3) references from current corporate or government customers. Include name, contact name and phone number. **Attached as Appendix B**
- C. Include color brochure of proposed machines for placement. **Attached as Appendix C**
- D. Provide sample report of all machines sales, units sold and commission. **Attach as Appendix D**
- E. Define process of how sales are determined by machine. **Attach as Appendix E**

## **V. Terms and Conditions**

- A. Services for Beverage and Snack vending are desired to begin on May 1, 2013.
- B. Contract will be for a five (5) year period.
- C. It is the intention of the County to award the entire bid to one contractor.
- D. Bidder will be evaluated on criteria; experience, references, timelines, and cost.

## **VI. Contract Provisions**

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to Shelby County such as the following:

- A. The Contractor is to report to the Facilities and General Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- C. The County may review and inspect the Contractor's activities during the term of this contract.
- D. Price Adjustments – Pricing should be fixed to change no more than once per year. All pricing increases will be reviewed and approved by the Manager of Facilities and General Services a minimum 10 working days before changes are made.

## **VII. Personnel**

- A. The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.
- B. The Contractor will not hire any County employee for any of the required services without the County's approval.

C. The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose

#### VIII. Indemnification Agreement

The contractor will protect, defend and indemnify Shelby County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, injury or death to any persons, including property owned or in the care, custody or control of Shelby County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### IX. Insurance Requirements

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Worker's Compensation and Employer's Liability Insurance Coverage shall be applicable in all locations in which work is to be performed, and limits shall be in accordance with statutory requirements for workman's compensation and \$100,000 per accident for employer's liability.
2. Comprehensive Automobile Liability Insurance. Liability limits to be no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Commercial General Liability Insurance. Liability shall be no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The county be added as "additional insured" on general liability policy with respect to the services provided under this contract.
4. All such policies of insurance shall contain a waiver of all right of subrogation by the insurer against County and its officers, directors, agents and representatives.

Insurance Certificates, showing coverage in accordance with the provisions stated, shall be filed with Shelby County prior to the commencement of work and such insurance shall be subject to its approval as to adequacy of protection within the requirements of these specifications. Such certificates of insurance shall show that, in the event of cancellation or material change of such insurance, thirty (30) day prior written notice shall be given to Customer by the insurer before the effectiveness of such cancellation or change. Failure of County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain or require such insurance.

#### X. Compliance with Laws and Regulations

The Contractor will comply with all federal, state and local regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. An E-Verify MOU must be presented to Shelby County at time of award.

#### Vending Machine Locations

Shelby County Airport 265 Weather Vane Road Calera, AL 35040	Beverage: (1) 20 oz bottle Snack: (1)
Shelby County Courthouse Main Street Columbiana, AL 35051	Beverage: (3) 12 oz can, (1) 20 oz bottle Snack: (2)
Columbiana License Office Lester Street Columbiana, AL 35051	Beverage: (1) 20 oz bottle Snack: (1)
County Services Bldg 1000 County Services Drive Pelham, AL 35124	Beverage: (2) 12 oz can Snacks: (2)
Ray Building Hwy 70 Columbiana, AL 35051	Beverage: (1) 12 oz can
IT/Property Tax Bldg	Beverage: (1) 12 oz can Snack: (1)
Agri-Center Bldg	Beverage: (1) 12 oz can Snack: (1)
Highway Dept. Shop Hwy 70 Columbiana, AL 35051	Beverage: (1) 12 oz can Snack: (1)
Shelby County Jail McDow Road Columbiana, AL 35051	Beverage: (1) 12 oz can, (2) 20 oz bottles Snack: (2)