

County of Gila, AZ
REQUEST FOR PROPOSAL
GIL-RFP-2026-008
VENDING MACHINE SERVICES

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman
Stephen Christensen, Vice Chairman
Woody Cline, Member

COUNTY MANAGER

Michael O'Driscoll

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Attachments:

A - ACCEPTANCE OF OFFER (Informational Only, Do Not Fill Out)

B - Hard copy offerors only: QUALIFICATION AND CERTIFICATION FORM

C - Hard copy offerors only: REFERENCE LIST

D - Hard copy offerors only: PRICE SHEET

E - Hard copy offerors only: CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

F - Hard copy offerors only: CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

G - Hard copy offerors only: LEGAL ARIZONA WORKERS ACT COMPLIANCE CERTIFICATION

H - Hard copy offerors only: CERTIFICATION OF NO FORCED LABOR

I - Hard copy offerors only: OFFEROR'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

J - Hard copy offerors only: OFFER PAGE

1. Notice of Request for Proposals

1.1. Notice

Notice is hereby given that Gila County is requesting proposals from qualified firms for Vending Machine Services.

Competitive sealed proposals for the specified material or service shall be received by the Gila County Procurement Group until the date and time shown below. Proposals received by the correct time and date shall be publicly recorded. Gila County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge addendums with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals submitted electronically must be received through the Gila County Procurement Portal prior to 3:00 pm on Tuesday, August 18, 2026. Hard Copy proposals must be in the actual possession of the Gila County Procurement Group before the stated deadline. **Late proposals shall not be considered.** For proposals submitted electronically through the Gila County Procurement Portal, the official time shall be the time recorded by the Gila County Procurement Portal at the time of submission. For hard copy proposals, the official time shall be the time recorded by the clock (date stamp and time stamp) located in the Gila County Procurement Office at the location identified below.

Submission Methods

Proposals may be submitted by either of the following methods:

(1) **Electronic Submission (Preferred Method).** Offerors may submit proposals electronically through the Gila County Procurement Portal at <https://procurement.opengov.com/portal/gilacountyaz>. Offerors must complete the Vendor Questionnaire and upload all required documents and forms within the portal prior to the solicitation deadline.

(2) **Hard Copy.** Offerors may submit a sealed proposal in accordance with the requirements contained in the solicitation. Offerors choosing this method must download the required forms from the Gila County Procurement Portal or request them from the Procurement Officer listed below, complete them, and submit package to the location listed below in a sealed envelope. The **project number** and the **offeror's name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate project number, name, and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Faxed or emailed proposals will not be accepted. Questions must be addressed to the procurement officer listed below.

PROJECT NUMBER: GIL-RFP-2026-008

PROJECT TITLE: Vending Machine Services

DEADLINE FOR ALL SUBMISSIONS: Tuesday, August 18, 2026 at 3:00 pm

DEADLINE FOR ALL QUESTIONS: Tuesday, August 4, 2026 at 3:00 pm

SUBMITTAL LOCATION FOR HARD COPIES ONLY: Gila County Finance Department

Mail To: 1400 East Ash Street, Globe, Arizona 85501

Hand-Deliver To: 1350 East Monroe Street, Globe, Arizona 85501

DIRECT WRITTEN QUESTIONS TO:

Olivia M. Todd

otodd@gilacountyaz.gov

(928) 402-8746

The Board of Supervisors reserves the right to reject any or all proposals, to accept any proposals, or to waive any informality in any proposals, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations in the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, Arizona.

Dates advertised in the Payson Roundup: July 17, 2026 and July 24, 2026

2. Intent

Gila County ("County") is soliciting sealed proposals from qualified firms to provide, install, stock, maintain, repair, and service vending machines at County-owned facilities throughout Gila County.

The County seeks a comprehensive vending solution that provides convenient access to beverages, snacks, and other food products for County employees and members of the public while generating revenue through a commission-based arrangement. Offerors are not required to propose all categories of vending services. The County reserves the right to make one or more awards by service category, facility, geographic area, or other operational consideration determined to be in the County's best interest.

The selected Contractor(s) shall furnish all labor, equipment, materials, supplies, transportation, maintenance, repairs, and management necessary to provide vending services in accordance with the requirements of this solicitation.

The initial term of any contract resulting from this solicitation shall be one (1) year from the date of award. The County may, upon mutual written agreement of the parties and approval of the Gila County Board of Supervisors, renew the contract for up to three (3) additional one (1)-year renewal terms, for a maximum potential contract duration of four (4) years.

3. Project Background

Gila County currently has vending machines located at various County facilities. Existing machines may be owned and serviced by multiple vendors. The County desires a cohesive

and comprehensive approach to vending services, including identification of existing machine locations, evaluation of service needs, and implementation of a County-wide vending program.

The County's facilities are geographically dispersed and include administrative offices, public safety facilities, maintenance facilities, public service locations, and other County-owned properties.

Potential service locations may include, but are not limited to:

- Globe Courthouse (Globe)
- Payson Courthouse (Payson)
- Central Heights Complex (Central Heights-Midland City)
- Tommie Cline Martin Complex (Payson)
- Guerrero Building (Globe)
- Copper Building (Globe)
- Gila County Fairgrounds (Globe)
- Michaelson Building (Globe)
- Pleasant Valley Veterans Retreat (Young)
- Star Valley Road Yard (Star Valley)
- 610 Building (Payson)
- Tonto Basin Road Yard (Tonto Basin)
- Public Works Mofford Complex (Globe)
- Facilities Division (Globe)
- Sign Shop (Globe)
- Fleet/General Services (Globe and Payson)

The facilities listed above are provided for planning purposes only. The County reserves the right to add, remove, or relocate vending service locations during the term of the Contract. The listing of facilities does not guarantee any minimum number of vending machines, sales volume, or revenue.

4. Scope of Work

4.1. Introduction

Contractor(s) shall provide a turnkey vending machine program including, at a minimum:

4.2. Program Assessment and Implementation

1. Evaluate County facilities and recommend appropriate machine types and quantities.
2. Identify existing vending machine locations and coordinate transition activities as necessary.
3. Develop an implementation schedule for installation of equipment.
4. Coordinate all installation activities with County representatives.

4.3. Equipment

1. Furnish, install, own, operate, maintain, and remove all vending equipment.
2. Equipment shall be commercial-grade and in excellent operating condition.
3. Machines shall accept:
 - A. Cash
 - B. Credit cards
 - C. Debit cards
 - D. Contactless payment (tap-to-pay)
 - E. Mobile wallet payments where available
4. Equipment shall comply with applicable ADA accessibility requirements.
5. Equipment shall be energy-efficient and suitable for the intended location.
6. Contractor(s) shall provide all necessary communications equipment required for electronic payment processing and inventory monitoring.

4.4. Product Requirements

Contractor(s) shall offer a variety of products, which may include:

- Bottled beverages
- Soft drinks
- Water

- Sports drinks
- Energy drinks
- Coffee beverages
- Snack foods
- Candy
- Healthier snack alternatives
- Frozen foods
- Sandwiches and meal items (where appropriate)

The County reserves the right to request modification of product selections based upon user demand and facility needs.

4.5. Maintenance and Service

1. Maintenance. Contractor(s) shall maintain all equipment in clean, sanitary, and fully operational condition.
2. Product Freshness. Contractor(s) shall routinely inspect products for freshness and expiration dates and shall remove expired products immediately.
3. Restocking. Contractor(s) shall service and restock each location at the frequency designated in the service schedule established at contract commencement, but not less than the following minimum frequencies: high-traffic locations, twice per week; standard locations, once per week; remote or low-traffic locations, once every two (2) weeks. The County reserves the right to reclassify locations based on actual usage with thirty (30) days written notice to Contractor. Contractor shall maintain sufficient inventory levels to ensure vending machines remain adequately stocked based on demand at each location. Machines should not routinely remain substantially depleted between scheduled service visits.
4. Equipment Malfunctions. Contractor(s) shall respond to reports of equipment malfunctions within two (2) business days of notification. Inoperable machines shall be repaired or replaced with a temporary unit within five (5) business days of notification, and permanently repaired or replaced within fifteen (15) calendar days of notification. Failure to restore service within fifteen (15) calendar days shall constitute a material default under this Contract.
5. Customer Service Number. Contractor(s) shall provide a clearly visible customer service contact number on each machine.

4.6. Customer Service and Refund Procedures

Contractor(s) shall establish and maintain a customer service process for addressing vending machine malfunctions, payment issues, damaged products, expired products, and other customer complaints.

Each vending machine shall prominently display a customer service telephone number, email address, website, mobile application, or other contact method through which customers may report problems and request refunds. Contractor(s) shall be solely responsible for resolving customer complaints and issuing refunds or replacement products as appropriate. County shall not be responsible for reimbursing customers for losses associated with vending machine transactions.

The Offeror shall describe in its Proposal the procedures that will be used to:

- Process refund requests;
- Respond to customer complaints;
- Replace damaged or expired products;
- Address equipment malfunctions; and
- Resolve disputes regarding vending machine transactions.

4.7. Monthly Reporting and Commission Payments

Contractor(s) shall provide a monthly report to the County summarizing vending operations during the preceding month. At a minimum, the report shall identify:

- Gross sales by machine or location;
- Commission calculations;
- Amount due to the County;
- Equipment outages or significant maintenance events; and
- Any material changes to product offerings.

Commission payments shall be calculated based on gross sales revenue as defined in the Price Sheet and resulting contract. Any commissions or revenue-sharing payments due to the County shall be remitted concurrently with the monthly report pursuant to Article 14 of the Contract.

4.8. Product Pricing

Product prices charged to end users shall be set forth in the Contractor's proposal and shall remain fixed for the first year of the contract. Thereafter, Contractor may request a price adjustment no more than once per contract year. Any proposed price increase shall be

submitted to the County's Procurement Officer in writing at least thirty (30) days prior to the proposed effective date and shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the twelve (12) month period ending in the most recent January preceding the request, as published by the U.S. Bureau of Labor Statistics. Price increases exceeding the CPI-U cap require prior written approval of the Procurement Officer. Price decreases may be implemented immediately upon written notice to the County.

4.9. Contract Expiration and Equipment Removal

Upon expiration or termination of this Contract for any reason, Contractor shall remove all vending equipment from County facilities within thirty (30) calendar days of the contract end date or receipt of written notice of termination, whichever is earlier. Contractor shall coordinate all removal activities with the County's designated representative and shall restore each location to its original condition, reasonable wear and tear excepted.

If Contractor fails to remove equipment within the required timeframe, the County may, at its sole discretion: (a) remove or arrange for removal of the equipment at Contractor's expense; (b) treat the equipment as abandoned property; or (c) pursue any other remedy available under this Contract or applicable law. Contractor shall cooperate fully with any successor vendor designated by the County and shall not interfere with transition activities.

5. Deliverables

The successful Offeror(s) shall provide, at a minimum:

1. Installation, stocking, and maintenance of all approved vending equipment.
2. Monthly sales and commission reports identifying gross sales, commissions due to the County, equipment outages, and other information required by the Contract.
3. Monthly remittance of any commissions or revenue-sharing payments due to the County.
4. A designated point of contact for service requests and contract administration.
5. Such additional reports or documentation as may be reasonably requested by the County for contract administration or auditing purposes.

6. Qualifications

MINIMUM QUALIFICATIONS

To be considered for award, the Offeror shall:

1. Be legally authorized to conduct business in the State of Arizona and maintain all licenses and permits required to perform the services contemplated by this solicitation.
2. Demonstrate experience providing vending machine, concession, or substantially similar services for commercial, governmental, educational, healthcare, or institutional clients.
3. Provide a minimum of three (3) references for similar services performed within the last five (5) years.
4. Demonstrate the operational capacity to furnish, install, stock, maintain, repair, and service the equipment proposed.
5. Demonstrate the ability to satisfy the County's insurance requirements.
6. Demonstrate the ability to provide customer service and complaint resolution, including procedures for handling refunds, damaged products, expired products, and equipment malfunctions.
7. Clearly identify the categories of vending services for which Offeror seeks award.

7. [Proposal Requirements](#)

Offerors are responsible for ensuring that all required information, forms, and certifications are included in their proposal submission. Required components include the following:

Required Forms and Certifications

- Qualification and Certification Form
- Reference List
- Price Sheet
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Intentions Concerning Subcontracting
- Legal Arizona Workers Act Compliance Certification
- Certification of No Forced Labor
- Offer Page
- IRS Form W-9

Required for Hard Copy Submissions Only

- Offeror's Checklist & Addenda Acknowledgment

Proposal Narrative

The proposal must include the following information:

Cover Letter.

Provide a brief introduction to the Offeror, identify the primary contact person for the proposal, and summarize the Offeror's understanding of the project and interest in providing vending machine services to Gila County.

Company Qualifications and Experience.

Provide:

- Company history and background;
- Years in business;
- Organizational structure;
- Description of experience providing vending machine, concession, or similar services;
- Description of experience serving governmental, educational, commercial, healthcare, or institutional facilities;
- Description of the Offeror's operational capacity to provide the proposed services.

Project Team.

Identify key personnel responsible for contract administration, customer service, equipment maintenance, stocking, and service calls.

Service Categories.

Clearly identify the categories of vending services the Offeror is proposing to provide:

- Beverage Vending
- Snack/Food Vending
- Combination Vending
- Frozen Food or Micromarket Services
- Other Specialized Vending Services

Offerors may propose one or more service categories. The County reserves the right to make multiple awards.

Project Approach and Methodology.

Describe the Offeror's approach to:

- Evaluating County facility needs;
- Equipment installation and transition;
- Product selection and replenishment;
- Equipment maintenance and repair;
- Service call response;
- Management of geographically dispersed locations;
- Addition or removal of service locations during the contract term.

Customer Service and Complaint Resolution.

Describe the procedures that will be used to:

- Receive and respond to customer complaints;
- Process refund requests;
- Replace damaged or expired products;
- Address equipment malfunctions;
- Resolve disputes regarding vending transactions.

Identify the typical response times for service requests and customer issues.

Equipment and Technology.

Provide information regarding the equipment proposed, including:

- Manufacturer and model information;
- Payment methods accepted;
- Cashless payment capabilities;
- Energy efficient features;
- Remote monitoring capabilities, if available.

Include product literature, photographs, or specification sheets, if available.

Timeline.

Provide a proposed implementation schedule, including equipment installation and transition from any existing services.

Budget and Revenue Proposal.

Provide the completed Price Sheet and describe:

- Commission percentage payable to the County;
- Methodology used to calculate commissions;
- Any guaranteed minimum annual payment;
- Any signing bonus or implementation incentives;
- Any additional value-added services or incentives offered.

Sample Product Menu and Pricing.

Offerors shall include in their proposal a sample product price list reflecting the prices end users would be charged at County facilities. Submitted product prices shall be considered in the offeror's proposed Year 1 pricing and will be incorporated into any resulting contract as the baseline against which future price adjustment requests will be measured pursuant to Section 4.8 of this solicitation.

SUBMISSION INSTRUCTIONS

Electronic Submissions

Offerors submitting proposals through the Gila County Procurement Portal shall complete the Vendor Questionnaire and upload all required forms and proposal documents as instructed within the portal. Forms requiring completion must be downloaded, completed, and uploaded as part of proposal submission.

Addenda issued for the solicitation must be acknowledged electronically through the Gila County Procurement Portal prior to submission.

Hard Copy Submissions

Offerors submitting hard copy proposals must download the required forms packet included with the solicitation and submit all required forms and proposal materials with the proposal.

Hard copy proposals must include: One (1) original proposal with original signatures and two (2) additional copies for a total of three (3) submissions.

Hard copy submissions must include a completed Offeror's Checklist & Addenda Acknowledgment form acknowledging receipt of all issued addenda.

8. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications The County will evaluate the Offeror's experience providing vending machine, concession, or similar services; organizational stability; references; and ability to serve governmental, institutional, commercial, or similarly situated clients.	0-100 Points	15 (15% of Total)
2.	Service Plan and Approach The County will evaluate the Offeror's proposed approach for implementing and managing vending services including installation, stocking, maintenance, customer service, refund procedures, service response times, and ability to serve geographically dispersed County facilities.	0-100 Points	25 (25% of Total)
3.	Product Selection and Pricing The County will evaluate the variety, quality, and appropriateness of proposed products, including availability of beverages, snacks, healthier options, and other offerings, as well as the reasonableness of proposed product pricing.	0-100 Points	25 (25% of Total)
4.	Commission/Revenue Proposal The County will evaluate the proposed commission percentage, revenue-sharing structure, payment frequency, guaranteed minimums (if any), and overall financial benefit to the County.	0-100 Points	20 (20% of Total)
5.	Equipment Quality and Technology The County will evaluate the quality, condition, reliability, accessibility, and functionality of proposed vending equipment including cashless payment options, energy efficiency, remote monitoring, and other technology features.	0-100 Points	10 (10% of Total)
6.	Value Added Services The County will evaluate any additional benefits or enhancements offered, such as sustainability practices, recycling programs, promotional support, specialty products, wellness-focused options, or other services that may improve the vending program.	0-100 Points	5 (5% of Total)

9. Instructions to Offerors

9.1. Instructions

Preparation of Proposals

1. Gila County invites proposals from qualified and experienced Offerors capable of providing the products and/or services described in this solicitation. The purpose of this solicitation is to establish a contract with the Offeror whose proposal is determined to be most advantageous to Gila County, taking into consideration evaluation factors set forth in this solicitation.

2. Before submitting its offer, each Offeror shall familiarize itself with the Scope of Work, laws, regulations, and other factors affecting performance of the work. Offeror shall carefully correlate its observations with requirements of the solicitation and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

The submission of an offer will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment other than that provided for by the contract for lack of such familiarization.

3. Offerors are responsible for ensuring that all required forms, certifications, and documentation contained in this solicitation are fully completed and submitted with the offer. Failure to include required documentation may result in the offer being deemed non-responsive.

4. Where required, proposals shall be signed by an individual authorized to bind the Offeror contractually. The name and title of the authorized representative shall be clearly printed beneath the signature. The County may require evidence of such authority.

5. The full legal name of each individual, partnership, corporation, or other entity interested in the solicitation shall be listed on the Offer Page.

6. No alterations in proposals shall be made except where authorized by the solicitation documents. Any corrections or changes must be initialed by the authorized representative of the Offeror.

9.2. Submission of Proposals

Proposals may be submitted either electronically through the Gila County Procurement Portal or by hard copy submission. Offerors shall submit proposals using only one method.

1. Electronic Submission (Preferred Method). Offerors may submit proposals electronically through the Gila County Procurement Portal. Electronic submissions must:

- Be uploaded through the Vendor Questionnaire associated with the solicitation.
- Include all required forms, certifications, and attachments.
- Contain electronic signatures or scanned signatures where signatures are required.
- Be fully submitted prior to the deadline stated in the solicitation.

The Offeror is solely responsible for ensuring their offer is successfully uploaded prior to the submission deadline. The County is not responsible for technical issues experienced by the Offeror.

Electronic submissions will not be accepted by the portal after the submission deadline.

2. Hard Copy Submission. Offerors choosing to submit a hard copy offer must download all required solicitation forms from the Gila County Procurement Portal or request a packet via email to the Procurement Officer listed on the Notice in this solicitation; complete them; and submit them in accordance with the requirements detailed in the Hard Copy Submission Format section of these Instructions to Offerors.

By signature on the Offer Page, Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
3. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona will be allowed by the Offeror(s) awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographic location.

9.3. Addenda

Any changes to the solicitation will be issued by written addendum.

Offerors submitting proposals electronically shall acknowledge receipt of addenda through the Gila County Procurement Portal.

Offerors submitting hard copy proposals must acknowledge receipt of all addenda by completing the Offeror Checklist & Addenda Acknowledgment Form and including it in the submission package. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Offeror Checklist & Addenda Acknowledgment Form must be signed and dated and all addenda acknowledged by initials and date.

Failure to acknowledge addenda may result in the offer being deemed non-responsive.

9.4. Inquiries

All questions, requests for clarification, or other inquiries regarding this solicitation should be submitted through the Question & Answer feature within this solicitation (project) on the Gila County Procurement Portal. Questions submitted through the portal will be visible to the County and responses will be posted for all prospective Offerors.

As an alternative, inquiries may be submitted in writing to the Procurement Officer identified in the Notice at the address or email listed therein. Written inquiries must clearly reference the solicitation number and title. Offeror must not place the solicitation number and title on the outside of an envelope containing inquiries since such an envelope may be identified as a sealed proposal and may not be opened until after the official solicitation due date and time.

Questions received after 3:00 pm on Tuesday, August 4, 2026 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.5. Late Proposals

Any proposals received later than 3:00 pm on Tuesday, August 18, 2026 will be not be opened or read. Late proposals shall not be considered. Any Offeror submitting late proposals shall be so notified.

Attempts to submit a late response electronically will be blocked by the Gila County Procurement portal and will not be accepted or seen.

9.6. Hard Copy Submittal Proposal Format

Hard copy proposals shall:

- Be submitted in a sealed envelope or package.
- Clearly display the following information on the outside of the envelope or package:

GIL-RFP-2026-008

Vending Machine Services

Tuesday, August 18, 2026

3:00 pm

Offeror Name

Offeror Address

Hard copy proposals must be delivered to the location identified in the Notice prior to the solicitation due date and time.

Offerors submitting hard copy proposals shall provide:

- One (1) original with original signatures
- Two (2) copies

The County will not be liable for any cost incident to the preparation of proposals, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or emailed proposals shall not be considered. **Spiral bound proposals are not permitted.** Failure to include all required documents, all with original signatures, may invalidate the proposal.

9.7. Modification or Withdrawal of Offers

An Offeror may modify or withdraw its hard copy offer at any time **prior** to 3:00 pm on Tuesday, August 18, 2026 by providing written notice to the County. Offers submitted through the Gila County Procurement Portal may be modified or withdrawn through the Portal **prior** to 3:00 pm on Tuesday, August 18, 2026. After the deadline, proposals may not be modified or withdrawn.

9.8. Errors and Omissions

The County is not responsible for errors or omissions made by the Offeror in preparing the offer. Negligence in preparing an offer confers no right to the Offeror unless the Offeror discovers and corrects such errors prior to the solicitation deadline. **Offerors are responsible for verifying the accuracy of all information submitted.**

10. RFP General Terms and Conditions

10.1. Pre-Bid Award Review

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, nonconformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to initial review, all remaining proposals shall be reviewed by the County department overseeing the project to evaluate the information submitted, perform tests when necessary, and make comparisons in order to approve or reject the proposal. If rejected, the Gila County Procurement Group shall give written notice to the Offeror.

10.2. Evaluation of Proposal and Negotiations

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the solicitation. The Board of Supervisors shall not act in the capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the solicitation.

For the purpose of conducting negotiations, the County shall determine what proposals are susceptible for being selected for award. A determination that an offer is unacceptable shall be in writing, state the basis of the determination, and be retained in the County files. If it is determined an offer is not reasonably susceptible of being selected for award, the Offeror shall be notified and shall not be afforded an opportunity to modify its proposal.

10.3. Negotiations with Individual Contractors

Gila County may establish procedures and schedules for conducting negotiations. Disclosure of an Offeror's price or any information derived from competing offer prices, or any information derived from competing offers, is prohibited.

1. Any response to a request for clarification of an offer shall be in writing.
2. Gila County shall keep a record of all negotiations.

For the purposes of conducting negotiations with Offerors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

1. *Concurrent Negotiations.* Negotiations may be conducted concurrently with responsible Offerors for the purpose of determining source selection and/or contract award.
2. *Exclusive Negotiations.* A determination may be made by the Finance Director to enter into exclusive negotiations with the responsible Offeror whose proposal is determined in the selection process to be most advantageous to the County.

Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

1. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror.

2. If exclusive negotiations are conducted and an agreement is not reached, the County may enter into exclusive negotiations with the next highest rank Offeror without the need to repeat the formal solicitation process.

10.4. Award of Contract

The Gila County Board of Supervisors reserves the right to award any, all or some proposals, by individual line item, by group of line items, or as total, or any part thereof, whichever is deemed to be in the best interest of and most advantageous to the County of Gila. The County reserves the right to make one or more awards as a result of this solicitation if determined to be in the best interest of the County. Awards may be made by product category, service type, geographic area, individual facility, or any combination thereof. Nothing in this solicitation shall be construed as requiring the County to award all vending machine services to a single Contractor.

Notwithstanding any other provisions of the Request for Proposals, the County reserves the right to:

1. Waive any immaterial defects or informalities; or
2. Reject any or all proposals or portions thereof; or
3. Reissue a Request for Proposals.

It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the Offeror who, in their sole determination, provides the offer that is most advantageous to the County. To ensure that all Offerors are experienced, reasonably equipped, and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

Further, the County reserves the right to reject the offer of any Offeror(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.

All submitted forms provided in this solicitation will be reviewed by the Gila County Board of Supervisors.

Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the County, may be invited to appear before the Board for an oral review.

The apparent successful Offeror(s) shall sign and file with the County, within ten (10) days after the date of the Notice of Intent to Award, all documents necessary to successfully execute the Contract.

10.5. Protests

Only other Offerors who have submitted a timely proposal under this solicitation have the right to protest. A protest of an award must be filed within ten (10) days after the issuance of notification of award or issuance of notice of intent to award. A protest must be in writing and must include:

1. Name, address, and telephone number of the protester.
2. Signature of the protester or its representative and evidence of authority to sign.
3. Identification of the contract and the solicitation or contract number.

4. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. The form of relief requested.

All protests shall be sent to the attention of the Procurement Officer, Gila County Finance Department, 1400 East Ash Street, Globe, Arizona 85501.

10.6. Laws and Ordinances

This Contract shall be governed and enforced under the laws of the State of Arizona and Gila County. Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Offeror. The Offeror shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

11. RFP Contract Award Agreement-SC

11.1. Contract Preamble

GILA COUNTY
CONTRACT NO. GIL-RFP-2026-008
Vending Machine Services

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated "County," and _____ of the _____, State of _____, party of the second part, hereinafter designated "Contractor."

WITNESSETH: That said Contractor, for and in consideration of the mutual covenants and agreements herein contained, and in consideration of the right to operate vending machines at County facilities and to retain revenues generated therefrom subject to the commission obligations set forth herein, hereby agrees for themselves, their heirs, administrators, successors, and assigns as follows:

11.2. ARTICLE 1 - DEFINITIONS

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments.

"Contract Amendment" means a written document signed by the Gila County Board of Supervisors or the County Manager or their designee that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the County.

"County" means Gila County and any Department or Office of the County.

“County Board of Supervisors” means the contracting authority for the County. The County Manager is authorized to sign contracts and amendments up to \$50,000 on behalf of the Board of Supervisors.

“Days” means calendar days unless otherwise specified.

“Director” means the Finance Director (Chief Financial Officer) for Gila County.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Fiscal Year” means the period beginning July 1 and ending June 30.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Materials” means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property, or leasing space.

“May” means something that is not mandatory but permissible.

“Office or User Department” means the County elected official’s office or County division responsible for managing the Contract and/or the project.

“Offer” means bid, proposal, or quotation.

“Offeror” means a vendor who responds to a Solicitation.

“Procurement Officer” means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

“Services” means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“Shall, Will, Must” means a mandatory requirement.

“Should” means something that is recommended but not mandatory.

“Solicitation” means an Informal Bid Request (“IBR”), Invitation for Bids (“IFB”), Request for Proposals (“RFP”), Request for Qualifications (“RFQ”), or Request for Quotations (“RFQ”).

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

11.3. ARTICLE 2 - SCOPE OF WORK

2.1 Scope of Work. Contractor shall provide the products and/or services described in the Scope of Work in **Request for Proposals No. GIL-RFP-2026-008 - Vending Machine Services**, which is incorporated herein by reference, together with Contractor's Offer as accepted by the County. In the event of a conflict between the RFP and Contractor's Offer, the RFP shall govern unless otherwise expressly agreed in writing.

2.2 Once the proposal has been awarded, the proposal number GIL-RFP-2026-008 will become the contract number.

11.4. ARTICLE 3 - CONTRACT INTERPRETATION

3.1 Arizona Law. This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

- 3.3.1 Special Terms and Conditions;
- 3.3.2 Uniform Terms and Conditions;
- 3.3.3 Statement of Scope of Work;
- 3.3.4 Specifications;
- 3.3.5 Attachments;
- 3.3.6 Exhibits;
- 3.3.7 Documents referenced or included in the solicitation.

3.4 Relationship of Parties. Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

3.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

11.5. ARTICLE 4 - CONTRACT ADMINISTRATION AND OPERATION

4.1 Notice to Proceed/Ordering Authority. Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractor shall not commence any billable activities in the performance of the contract. Any attempt to

represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County inclusive of, but not limited to, contract termination, suspension and/or debarment of a Contractor. A signed contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

4.2 Records. Under A.R.S. § 35-214 and § 35-215, Contractor shall retain and contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

4.3 Non-Discrimination. Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

4.4 Contractor Business Facilities and Business Practices. Contractor's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

4.5 Drug-Free Workplace Program. Contractor is hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. Contractor shall require a drug-free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this Contract shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.

4.6 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and six (6) years thereafter, Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract.

4.7 Facilities Inspection and Materials/Service Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes or services, at a reasonable time for inspection of the facilities or materials covered under this Contract. County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines noncompliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection. All material or service is subject to final inspection and acceptance by County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may

be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of Contractor.

4.8 Notices. Notices to Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance of Offer forms submitted by Contractor unless otherwise stated in the contract. Notices to County required by the contract shall be made by Contractor to the Solicitation Contact Person indicated on the solicitation cover sheet, unless otherwise stated in the contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

4.9 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.10 Property of the County. Any materials, including reports, computer programs, and other deliverables, created under this Contract are the sole property of County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of County. This section shall not apply to proprietary materials, software, or intellectual property owned by Contractor prior to or independent of this Contract.

4.11 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant backup services, or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.12 Ownership of Intellectual Property. Any and all intellectual property including, but not limited to, copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property") shall be work made for hire and County shall be considered the creator of such Intellectual Property. The County department requesting the issuance of this Contract shall own (for and on behalf of County) the entire right, title, and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not County without the express written authorization of the County department requesting the issuance of this Contract.

4.13 Confidentiality of Records. Contractor shall maintain the confidentiality and privilege of any documents that Contractor has access to which have been designated by County as confidential or privileged. Contractor shall establish and maintain procedures and controls that are acceptable to County for the purpose of assuring that no information contained in its records obtained from County or from others in carrying out its function under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such

information should be referred to County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by County.

4.14 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should County determine that Contractor and/or any subcontractors be found noncompliant, County may pursue all remedies allowed by law including, but not limited to, suspension of work, termination of the contract for default, and suspension and/or debarment of Contractor.

4.15 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

11.6. ARTICLE 5 - COST AND PAYMENTS

5.1 Equipment Delivery and Installation. Contractor shall be responsible for all costs associated with the delivery, installation, and removal of vending equipment at County facilities. Risk of loss for all vending equipment shall remain with Contractor at all times.

5.2 Applicable Taxes. Contractor shall be responsible for paying all applicable taxes.

County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors to, hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers' Compensation.

In order to receive payment, Contractor shall have a current IRS W-9 form on file with County unless not required by law.

5.3 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

5.4 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by Contractor; cancel the contract; or cancel the contract and resolicit the requirements.

11.7. ARTICLE 6 - CONTRACT CHANGES

6.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The contract may be modified only through a Contract Amendment within the scope

of the contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by Contractor are violations of the contract and of applicable law. Such changes, including authorized written Contract Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by Contractor, either directly or indirectly, shall be considered employees or agents of Contractor and not County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this Contract.

6.3 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Offeror/Contractor shall be made without prior written permission of County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify the Offeror/Contractor of the County's position within fifteen (15) days of receipt of written notice.

11.8. ARTICLE 7 - RISK AND LIABILITY

7.1 Risk of Loss. Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

7.2 Indemnification. Contractor agrees to defend, indemnify, and hold County, its elected officials, officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' fees, witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of Contractor resulting from acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the contract.

Contractor shall assume risk of loss until delivery to the County's facility. Contractor shall do nothing to prejudice County's right to recover against third parties for any loss, destruction, or damage to County property and shall, at County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of County in obtaining recovery. In any instance where Contractor has accepted a tender from County, Contractor agrees to update County during the course of the litigation and to timely notify County of any issues that may involve the independent negligence of County that is not covered by the tender.

Without limiting the foregoing, Contractor shall, without limitation, at its expense, defend County against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and shall, without limitation, pay the costs, damages, and

attorneys' fees awarded against County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against County's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than five (5) year, and plus any additional costs County may incur to acquire substitute supplies or services.

County assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third party harmless for claims based on this Contract or use of Contractor-provided supplies or services. Neither party shall be liable for incidental, special, or consequential damages.

7.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4 Third Party Antitrust Violations. Contractor assigns to County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor, toward fulfillment of this Contract.

7.5 Care of County Property. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of Contractor or its employees.

11.9. ARTICLE 8 - WARRANTIES

8.1 Equipment and Products. Contractor warrants that all vending equipment installed at County facilities shall be commercial-grade, in good working order, and fit for the intended purpose of dispensing food, beverage, and related products to end users. Contractor further warrants that all products offered through County vending machines shall be safe for consumption, properly labeled, and free from defects, contamination, or adulteration.

8.2 Product Freshness. Contractor warrants that all products stocked in County vending machines shall be within their manufacturer's stated expiration or best-by date at the time of stocking and shall be removed promptly upon expiration.

8.3 Compliance With Applicable Laws. Contractor warrants that all vending equipment, products, and services provided under this Contract shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances including, but not limited to, food safety regulations, ADA accessibility requirements, and energy efficiency standards. Contractor shall maintain all licenses and permits required to perform the services contemplated by this Contract.

8.4 Quality of Service. Contractor shall perform all services under this Contract in a professional and workmanlike manner consistent with generally accepted industry standards for commercial vending operations.

8.5 IT and Cashless Payment Systems. Any electronic payment systems, remote monitoring technology, or other information technology provided by Contractor under this Contract shall function as represented in Contractor's proposal and shall comply with applicable data security standards, including PCI DSS requirements for payment card processing. Contractor shall be solely responsible for the security of all payment transaction data processed through vending equipment installed at County facilities.

8.6 No Liens. Contractor warrants that all vending equipment installed at County facilities is free of liens and encumbrances and shall remain so for the duration of the Contract.

8.8 Survival. All warranties made by Contractor under this Contract shall survive the expiration or termination of the Contract with respect to any claims arising from performance during the contract term. Pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

11.10. ARTICLE 9 - COUNTY'S CONTRACTUAL REMEDIES

9.1 Right to Assurance. If County in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at County's option, be the basis for terminating the contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

9.2 Stop Work Order. County may, at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by County after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price or both, and the contract shall be amended in writing accordingly.

9.3 Non-Exclusive Remedies. The rights and remedies of County under this Contract are not exclusive.

9.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, County may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

9.5 Right of Offset. County shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by County, or damages assessed by County concerning Contractor's nonconforming performance or failure to perform the contract, including expenses, costs, and damages described in the Uniform Terms and Conditions.

11.11. ARTICLE 10 - CONTRACT TERMINATION

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, County may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of County is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the contract. The cancellation shall be effective when Contractor receives written notice of the cancellation unless the notice specifies a later time.

10.2 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.

10.3 Suspension or Debarment. County may, by written notice to Contractor, immediately terminate this Contract if County determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify County.

10.4 Termination for Convenience. County reserves the right to terminate the contract in whole or in part at any time when in the best interests of County, without penalty or recourse. Upon receipt of the written notice, Contractor shall stop all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract shall become the property of and be delivered to County upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

10.5 Termination for Default. County reserves the right to terminate any part or all of a contract resulting from this Solicitation if Contractor fails to carry out any term, promise, or condition of the contract. County will issue a written Notice of Default to Contractor if, in the opinion of the County, Contractor:

10.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this Solicitation.

10.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

10.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.

10.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

10.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.

10.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this Solicitation.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give County cause to cancel this Contract.

If County terminates the contract, Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the contract is terminated for default, County reserves the right to purchase the goods and/or services required under the Contract from the open market, to complete required work itself, or have it completed at the expense of the Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages, if applicable; or (4) a combination of the aforementioned remedies or other remedies as provided by law.

10.6 Continuation of Performance Through Termination. Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

11.12. ARTICLE 11 - CONTRACT CLAIMS

All claims and controversies shall be subject to the Gila County Procurement Code.

11.13. ARTICLE 12 - ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon County except by County's express written consent given subsequent to the execution of the contract.

However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section. Any contract dispute not resolved by negotiation or arbitration shall be resolved by order, decision, or judgment of the Gila County Superior Court.

11.14. ARTICLE 13 - INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, their agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

13.1 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

13.1.1 Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate - \$2,000,000
- Products - Completed Operations Aggregate - \$1,000,000
- Personal and Advertising Injury - \$1,000,000
- Each Occurrence - \$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."**

13.1.2 Workers' Compensation and Employers' Liability

- Workers' Compensation - Statutory
- Employer's Liability
 - Each Accident - \$100,000
 - Disease - Each Employee - \$100,000
 - Disease - Policy Limit - \$500,000

Policy shall contain a **waiver of subrogation** against the County of Gila.

13.1.3 Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) - \$1,000,000

Policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor."**

13.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

13.2.1 On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.

13.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

13.2.3 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

13.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage, or endorsed to lower limits except after thirty (30) days' prior written notice has been given to County. Such notice shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** and shall be sent by certified mail, return receipt requested.

13.4 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona with an "A.M. Best" rating of not less than B+ VI. County does not warrant that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.5 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by County) as required by this Contract. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. ***All certificates and endorsements are to be received and approved by County before work commences.***

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be delivered to Gila County Procurement by one of the following methods:

Uploaded to Gila County Procurement Portal (preferred option): <https://procurement.opengov.com/portal/gilacountyaz?status=all>

Email: procurement@gilacountyaz.gov

Mail: Gila County Procurement, 1400 E Ash St, Globe AZ 85501

The County Project/Contract number and project title shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

13.6 Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

13.7 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

11.15. ARTICLE 14 - COMMISSION PAYMENTS AND REPORTING

14.1 Commission Rate. Contractor shall pay the County a commission on gross sales generated from all vending machines installed at County facilities at the rate(s) set forth in Contractor's Price Sheet submitted in response to RFP No. GIL-RFP-2026-008, which is incorporated herein by reference.

14.2 Payment Schedule. Commission payments shall be remitted to the County no later than the fifteenth (15th) day of the month following the close of each calendar month in which sales were generated. Payments shall be made payable to Gila County and delivered to the Gila County Finance Department, 1400 East Ash Street, Globe, Arizona 85501, or such other office as the County may designate in writing.

14.3 Monthly Sales Report. Each commission payment shall be accompanied by a written monthly sales report itemizing, at minimum: (a) each vending machine location; (b) gross sales by machine for the reporting period; (c) the applicable commission rate; and (d) the commission amount due. Reports shall be submitted in a format acceptable to the County, which may include electronic submission in Excel or CSV format.

14.4 Commission Audit. In addition to the general audit rights set forth in Sections 4.2 and 4.6, if an audit of Contractor's sales records reveals a commission underpayment of five percent (5%) or more, Contractor shall reimburse the County for the cost of the audit in addition to remitting the underpaid amount with interest at the rate of one and one-half percent (1.5%) per month from the original due date.

14.5 IRS Form W-9. Contractor shall have a current IRS Form W-9 on file with County unless not required by law.

14.6 Late Payments. Commission payments not remitted by the due date established in Section 14.2 may result in liquidated damages as provided in Article 16 of this Contract.

11.16. ARTICLE 15 - TERM

The term of the contract shall commence upon award and shall remain in effect for one (1) year thereafter unless terminated earlier pursuant to this Contract.

11.17. ARTICLE 16 - LIQUIDATED DAMAGES

16.1 The parties acknowledge that failure by Contractor to maintain vending equipment in operable condition and to remit commission payments as required will cause damage to the County that is difficult to quantify with precision. Accordingly, the parties agree to the following liquidated damages, which represent a reasonable estimate of the harm caused and are not a penalty:

16.1.1 **Inoperable Equipment**. For each vending machine that remains inoperable beyond the fifteen (15) calendar day repair/replacement deadline established in Section 4.5 of the solicitation, Contractor shall pay the County \$25.00 per machine per day until service is restored or the machine is removed at the County's direction.

16.1.2 **Late Commission Payments.** For each month in which commission payments are not remitted by the due date established in Section 14.2 of this Contract, Contractor shall pay the County \$10.00 per day until payment is received in full.

16.2 Liquidated damages shall be deducted from any amounts owed to Contractor or invoiced to Contractor directly. The County's right to assess liquidated damages shall not limit any other remedy available to the County under this Contract or applicable law.

11.18. ARTICLE 17 - TRANSITION AND EQUIPMENT REMOVAL

Upon expiration or termination of this Contract, Contractor shall remove all equipment from County facilities within thirty (30) calendar days and shall restore each location to its original condition, reasonable wear and tear excepted. Failure to remove equipment within thirty (30) days shall entitle the County to remove or arrange for removal at Contractor's sole expense. Contractor shall cooperate with any successor contractor designated by the County and shall not take any action to interfere with the continuity of vending services at County facilities.

12. Minimum Specifications

12.1. Purpose

It is the intent of Gila County to establish, by this solicitation, a contract with a qualified vendor for Vending Machine Services. This solicitation, including all required forms and certifications, constitutes the entire bid package and by this reference is hereby incorporated into the contract.

This specification is intended to describe the type, size, and quality which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

12.2. Section 1 - General Purpose

1. Any product specifications are **minimum**. Offeror must provide product specification sheet.
2. Offeror should have adequate warehousing, stocking, or distribution facilities to serve the needs of Gila County.
3. All proposals must represent the entire package.
4. The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the solicitation. The County does not guarantee any maximum or minimum amounts of purchase.
5. Offeror shall review its submission to assure the following requirements are met:
 - A. **For Hard Copy Submittals: One (1) original with original signatures and two (2) copies, total of three (3),** shall be submitted at time of bid opening.
 - B. Qualification and Certification Form
 - C. Reference List

- D. Price Sheet
- E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- F. Certification of Intentions Concerning Subcontracting
- G. Legal Arizona Workers Act Compliance
- H. Certification of No Forced Labor
- I. Offeror's Checklist & Addenda Acknowledgment
- J. Offer Page
- K. Acceptance of Offer (no signature from Offeror)
- L. Proposal containing:
 - I. Cover Letter
 - II. Company Qualifications and Experience
 - III. Project Team
 - IV. Service Categories
 - V. Project Approach and Methodology
 - VI. Customer Service and Complaint Resolution
 - VII. Equipment and Technology
 - VIII. Timeline
 - IX. Sample Product Menu and Pricing

12.3. Section 2 – Proposal Pricing & Term

1. Offeror shall submit their commission offer in the form of a percentage of gross sales as set forth in the Price Sheet.
2. **The term of the contract shall commence upon award and shall remain in effect for one (1) year from the effective date**, unless terminated, cancelled, or extended as otherwise provided herein. The County may, upon mutual written agreement of the parties and approval of the Gila County Board of Supervisors, renew the contract for up to three (3) additional one (1)-year renewal terms.

13. Vendor Questionnaire

1. Qualification and Certification Form*

Please download the below documents, complete, and upload.

- [GIL-RFP-2026-008 QUALIFICAT...](#)

*Response required

2. References*

References

Please list at least three (3) references for contracts entered into or completed, of similar size and scope as this Request for Proposals, during the last five (5) years. Responder may attach further reference information as necessary.

Company Name:

Contact Name:

Address:

Contact Phone:

Contact Email:

Job Description:

*Response required

3. Price Sheet*

Please download the below documents, complete, and upload.

- [GIL-RFP-2026-008 PRICE SHEE...](#)

*Response required

4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

☐ Please confirm

*Response required

5. Explanation of No Certification of Regarding Debarment, Suspension, and Other Responsibility Matters

If you are unable to confirm the previous question certifying no debarment, suspension, and other responsibility matters, please explain here.

6. Certification of Intentions Concerning Subcontracting*

At this time of submission, is it your intention to subcontract a portion of the work?

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1. List of Subcontractors*

Please upload a list of any subcontractors to be used in performing the services.

The list must include the subcontractor(s) name(s), address(es), phone number(s), and Arizona Registrar of Contractors license number(s).

*Response required

7. Legal Arizona Workers Act Compliance*

Offeror hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Offeror's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Offeror shall further ensure that each subcontractor who performs any work for Offeror under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Offeror and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Offeror's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Offeror to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Offeror shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Offeror shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract.

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Offeror.

☐ Please confirm

*Response required

8. Certification of No Forced Labor*

Offeror does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China

Offeror further agrees that if the Offeror becomes aware, during the term of this Contract, that the Offeror is not in compliance with this Certification, Offeror shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Offeror does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

☐ Please confirm

*Response required

9. Offer Page*

Please download the below documents, complete, and upload.

- [GIL-RFP-2026-008 OFFER PAGE...](#)

*Response required

10. Cover Page*

Please provide a brief introduction to the Offeror, identify the primary contact person for the proposal, and summarize the Offeror's understanding of the project and interest in providing vending machine services to Gila County.

*Response required

11. Company Qualifications and Experience*

Please provide: Company history and background; years in business; organizational structure; description of experience providing vending machine, concession, or similar services; description of experience serving governmental, educational, commercial, healthcare, or institutional facilities; and description of the Offeror's operational capacity to provide the proposed services.

*Response required

12. Project Team*

Please identify key personnel responsible for contract administration, customer service, equipment maintenance, stocking, and service calls.

*Response required

13. Service Categories*

Please clearly identify the categories of vending services the Offeror is proposing to provide: Beverage Vending; Snack/Food Vending; Combination Vending; Frozen Food or Micromarket Services; Other Specialized Vending Services.

Offerors may propose one or more service categories. The County reserves the right to make multiple awards.

*Response required

14. Project Approach and Methodology*

Please describe the Offeror's approach to: evaluating County facility needs; equipment installation and transition; product selection and replenishment; equipment maintenance and repair; service call response; management of geographically dispersed locations; addition or removal of service locations during the contract term.

*Response required

15. Customer Service and Complaint Resolution*

Please describe the procedures that will be used to: receive and respond to customer complaints; process refund requests; replace damaged or expired products; address equipment malfunctions; and resolve disputes regarding vending transactions.

Identify the typical response times for service requests and customer issues.

*Response required

16. Equipment and Technology*

Please provide information regarding the equipment proposed, including: manufacturer and model information; payment methods accepted; cashless payment capabilities; energy efficient features; and remote monitoring capabilities, if available.

Product literature, photographs, or specification sheets may be attached under Question # 21, "Supplemental Documentation or References," as needed.

*Response required

17. Timeline*

Please provide a proposed implementation schedule, including equipment installation and transition from any existing services.

*Response required

18. **Budget and Revenue Proposal***

In addition to submitting pricing under Question # 3, "Price Sheet," please describe here: methodology used to calculate commissions; any signing bonus or implementation incentives; and any additional value-added services or incentives offered.

*Response required

19. **Sample Product Menu and Pricing***

Please provide a representative product menu and sample pricing schedule for products typically offered under comparable vending service contracts.

*Response required

20. **Supplemental Documentation or References**

Please upload any additional information, documentation, or references that you believe Gila County should consider when evaluating your proposal.

QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. The information may or may not be a determining factor in award.

The applicant submitting this offer warrants the following:

1. Name, Address, Telephone Number, and Email Address of Principal Offeror:

Legal Business Name: _____

Primary Contact: _____

Address: _____

Phone: _____

Email: _____

2. Has Offeror (under its present or any previous name) ever failed to complete a contract or materially defaulted on a contract?

_____ Yes _____ No

If yes, give details including the date, contracting agency, and reasons Offeror failed to perform in the narrative part of this Contract.

3. Has Offeror (under its present or any previous name) ever been debarred or prohibited from competing for a contract?

_____ Yes _____ No

If yes, give details including the date, contracting agency, and reasons for Offeror's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Offeror (under its present or any previous name) prior to end of contract period?

_____ Yes _____ No

If yes, give details including the date, contracting agency, and reasons offer was terminated in the narrative part of this Contract.

5. Offeror certifies that it possesses, or will possess prior to contract execution, all licenses, permits, and authorizations required to perform the services contemplated by this solicitation.

_____ Yes _____ No

6. Offeror certifies that it has the personnel, equipment, and operational capacity necessary to perform the services proposed.

_____ Yes _____ No

7. Offeror is proposing to provide the following services under this solicitation (check all that apply):

☐ Beverage Vending Machines

☐ Snack/Food Vending Machines

☐ Combination Vending Machines

☐ Frozen Food/Micromarket Services

☐ Other Specialized Vending Services (describe): _____

The undersigned certifies that the information contained in this Qualification and Certification Form is true and correct to the best of his or her knowledge and that the individual signing this form is authorized to bind the Offeror.

Signature of Authorized Representative

Printed Name

Title

Date Signed

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list at least three (3) references for contracts entered into or completed, for similar residential/commercial retrofits. Offeror may attach further reference information as desired.

1. Company/Contact Name: _____
Address: _____
Contact Phone: _____
Job Description: _____

2. Company/Contact Name: _____
Address: _____
Contact Phone: _____
Job Description: _____

3. Company/Contact Name: _____
Address: _____
Contact Phone: _____
Job Description: _____

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

The undersigned, having carefully examined the solicitation documents and the Scope of Work, and having fully informed themselves of the conditions of the site and of the work to be performed, hereby proposes to furnish all labor, materials, equipment, services, overhead, and profit necessary to complete the project in accordance with the Contract Documents for the following:

FIRM NAME: _____

- Offerors shall propose commission percentages only for the categories of vending services they intend to provide. Detailed information regarding equipment, product offerings, technology, and service approach shall be provided within the Proposal Narrative.
- Offerors not proposing a particular service category shall enter "N/A" in the Commission Percentage field for that category.
- Commission percentages shall be based on gross sales revenue generated from vending operations at County facilities, prior to deduction of operating expenses, servicing costs, commissions paid to third parties, or other Contractor expenses.
- Offerors shall propose a single commission percentage for each service category offered. Variable commission structures, sliding scales, or volume-based commission schedules shall be separately explained. For evaluation purposes, the County may evaluate only the base commission percentage proposed.
- County reserves the right to make one or more awards by service category, facility, geographic area, or other operational consideration determined to be in the County's best interest.

Service	Commission Percentage of Gross Sales Remitted to Gila County	OPTIONAL Minimum Annual Commission Guarantee
Beverage Vending Services	_____ %	\$ _____
Snack/Food Vending Services	_____ %	\$ _____
Combination Vending Services	_____ %	\$ _____
Frozen Food/Micromarket Services	_____ %	\$ _____
Other Specialized Vending Services (describe) _____	_____ %	\$ _____

Signature of Authorized Representative

Printed Name

Title

Date Signed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify the above statements. My explanation is attached.

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of proposals on **REQUEST FOR PROPOSALS (RFP) NO.** _____,
my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the services must accompany the proposal. The list must include the subcontractor(s) name(s), address(es), phone number(s), and Arizona Registrar of Contractors license number(s). **List must be provided in a sealed envelope marked "List of Subcontractors."**

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☐ **NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE CERTIFICATION

Offeror hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Offeror's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Offeror shall further ensure that each subcontractor who performs any work for Offeror under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Offeror and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Offeror's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Offeror to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Offeror shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Offeror shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Offeror.

Signature of Authorized Representative

Printed Name

Title

CERTIFICATION OF NO FORCED LABOR

Offeror does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China;
and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced
by the forced labor of Ethnic Uyghurs in the People's Republic of China

Offeror further agrees that if the Offeror becomes aware, during the term of this Contract, that the Offeror is not in compliance with this Certification, Offeror shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Offeror does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

Date: _____

Signature of Authorized Representative

Printed Name

Title

OFFEROR'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that ALL solicitation documents shall be completed, executed, and submitted with this Request for Proposals. If Offeror fails to complete an execute any portion of the solicitation documents, all with original signatures, the offer may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION AND CERTIFICATION FORM

REFERENCE LIST

PRICE SHEET

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

LEGAL ARIZONA WORKERS ACT COMPLIANCE CERTIFICATION

CERTIFICATION OF NO FORCED LABOR

OFFEROR'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5	#6
Initials	_____	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2026.

Signature of Authorized Representative

Printed Name

Title

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Offeror's proposal is genuine and is not in any way collusive or a sham; that the proposal is not made with the intent to restrict or prohibit competition; that the Offeror submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Offeror which may compete for the Contract; and that no other Offeror which may compete for the Contract has revealed the contents of a proposal to, or in any way colluded with, the Offeror submitting this proposal.

CONTRACT NUMBER: GIL-RFP-2026-008 VENDING MACHINE SERVICES

Offeror Submitting Proposal:

Company Name

Address

City, State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Date Signed

Proposal must be signed by a duly authorized officer eligible to sign contract documents for the Offeror.

GILA COUNTY

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Offeror _____ is now bound to provide the materials or services listed in Request for Proposals (RFP) No. _____ including all terms and conditions, specifications, and amendments, and the Offeror's offer is accepted by Gila County.

The Contract shall henceforth be referenced as **Contract No.** _____. The Offeror has been cautioned not to commence any billable work or to provide any material or service under this Contract until Offeror receives written notice to proceed from Gila County.

AWARDED this _____ day of _____, 2026.

GILA COUNTY BOARD OF SUPERVISORS:

Stephen Christensen, Chairman

ATTEST:

Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office