



COUNTY OF WYTHE, VIRGINIA  
REQUEST FOR PROPOSAL (RFP)  
FOR VENDING SERVICES  
October 23, 2020

Location Where Work Will Be Performed: County of Wythe, Virginia  
Period of Contract: January 1, 2021 - December 31, 2023  
Renewable: Yes, at the County's discretion; two additional extensions of two (2) years each;  
maximum contract term of seven (7) years; terminable with 30 days' notice

Proposals Will Be Received Until: Tuesday, November 24, 2020 @ 3 p.m. local time

Direct all inquiries for additional information to:

Matthew C. Hankins  
Assistant County Administrator  
340 South Sixth Street  
Wytheville, VA 24384  
(276) 223-4514  
mchankins@wytheco.org

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a proposer or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**PUBLIC ADVERTISEMENT:**

**Request for Proposals  
Vending Services – County of Wythe**

The County of Wythe, a political subdivision of the Commonwealth of Virginia, hereby issues this Request for Proposals for the provision of vending services at facilities owned and operated by the County, specifically: soft drink and snack vending at the County courthouse and office complex and at Rural Retreat Lake and Campground. Term: three years with a county option to renew for two additional two-year terms. For the full Request for Proposals, visit [www.wytheco.org](http://www.wytheco.org) under Public Notices. Responses due by Tuesday, November 24, 2020 at 3 p.m. Small businesses operated by minorities, women and veterans are encouraged to apply. The County offers equal opportunity in its contracting and employment.

The purpose of this Request for Proposals (RFP) is to solicit qualified sources and to set forth the terms and conditions under which Wythe County shall contract for vending machine services.

The County of Wythe seeks proposals from qualified Offerors to provide vending machines, equipment, supplies, services and personnel necessary to support and supply beverages and snacks. The County of Wythe may require additional types of machines and locations on an as needed basis throughout the contract period.

Wythe County will select the firm(s) determined to most closely satisfy the needs of the County. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the County.

**I. SCOPE OF SERVICES:**

The County of Wythe is seeking qualified Offerors to provide vending machines, vending products and vending services to the County. The Contractor will maintain ownership of the equipment and will be assigned the privilege to operate said vending machine service within specified County-owned and -operated buildings and properties. All proposals shall be made on the basis of, and either meet or exceed the requirements contained herein. All Offerors shall be able to provide and shall detail the following in their RFP response:

- A. **Equipment:** All equipment shall be new or like new in condition, function and appearance. All equipment shall comply with all applicable Federal, State, and County regulations and safety codes. Food and beverages shall be of good quality, prepared and dispensed in conformance to all applicable Federal, State, County and other health and sanitation standards. The Contractor shall pay all Federal, State and County taxes chargeable to the operation.
- B. **Currency & Payment:** All machines shall be capable of accepting one (1) dollar bills, five (5) dollar bills and coins of the U.S. currency and shall provide change when dollars or coins are of larger value than selected item cost. At the contractor’s option and cost, credit/debit card payments may be accepted. All machines must be secured with locks on doors and coin boxes. The County of Wythe will not be held responsible for theft or damage incurred as a result of the machines being left opened and unattended.
- C. **Service Locations & Hours:** All vending machines shall be filled and serviced during regular County business hours, Monday-Friday between the hours of 8 a.m. and 5 p.m. The County currently has the following locations:

MACHINE LOCATION	TYPE	NUMBER
County Administration	Soft Drink Vending Machine	1
	Snack Selection w/ honor box	1
Courthouse Basement	Soft Drink Vending Machine	1
	Snack Vending Machine	1
Sheriff’s Office Breakroom	Soft Drink Vending Machine	1
	Snack Vending Machine	1
Social Services	Soft Drink Vending Machine	1
	Snack Vending Machine	1
Rural Retreat Lake		
Pool	Soda Vending Machine (Seasonal)	2
	Snack Vending Machine (Seasonal)	1
Campground Office	Soda vending machine (year-round)	1
Camp Store	Vending Machine (Seasonal)	1

- D. **Healthy Options.** The Contractor shall provide as part of the proposal submission, a variety of healthy foods.
- E. **Soda Dispensing Machines/Sodas:** The Contractor shall stock a minimum of five (5) different sodas, unless otherwise agreed to by the County. All soft drinks shall be provided in 12-ounce cans and/or 20 oz. bottles. At a minimum, products by Pepsi-Cola and Coca-Cola shall be offered, but vendors are encouraged to provide a variety, including a sports drink option. Each machine must be stocked with at least one type of diet or zero-calorie drink common to the manufacturer(s) displayed. Vendors should also accommodate sales of water and juice.
- F. **Snack Dispensing Machines/Snacks:** The Contractor shall offer not less than twenty (20) different items, unless otherwise agreed to by the County. Snacks shall include pastries, chips, cookies, candy and healthy food items.
- G. **Snack and Cold Drink Machine/Combo:** If offered, the Contractor shall offer not less than twenty (20) different snack items and a minimum of six (6) different drinks, unless otherwise agreed to by the County. Snacks shall include pastries, chips, cookies, candy, and health food items. Drinks shall be provided in 12-ounce cans and/or 20 oz. bottles. Products by Coca-Cola, Pepsi-Cola, water and juice shall be offered.
- H. **Honor Box.** In lieu of setting dedicated vending equipment in secure, employee-only areas, the Contractor may choose to implement an honor payment system offering a similarly diverse selection of snack items.
- I. **Variety:** The Contractor shall provide a varied selection of products for sale. The Contractor shall not stock the machines with an overabundance of any one product. A minimum of eighty percent (80%) of the merchandise offered shall be well known commercial brands.
- J. **Competitive Pricing:** The Contractor agrees that all prices charged to the customer for vending merchandise will be competitive in price and portion with those charged for similar merchandise within the surrounding area. Prices charged for goods shall be consistent throughout the County.
- K. **Pricing & Revisions:** The Contractor shall provide a product and price list that shall be firm for the first twelve (12) months of the contract. Wythe County may propose revisions to the price list once every 12 months. The proposed merchandise prices shall be competitive with the surrounding area. The Contractor shall list the pricing of individual items as well as commission percentages on the Pricing Summary located on Attachment A.
- L. **Contractor's Expense:** All vending equipment and repairs for such equipment shall be provided at the Contractor's expense. Additional equipment or upgrades shall also be the responsibility of the Contractor. If additional machines are added, the Contractor shall pay the same commission as on the initial machines installed. The County reserves the right to order installation of additional machines as needed.
- M. **Contractor Installation:** Vending machines shall be installed at the locations within the County. The Contractor shall deliver and install all requested machines at no cost to the County. At the expiration of the contract period, termination of the contract or mutual agreement to discontinue service at any location, the Contractor shall remove all machines at no cost to the County.
- N. **County Space:** The County shall provide to the Contractor building space and electricity necessary for the operation of the vending machines without cost to the Contractor. At

no time shall a structure be altered to accommodate the placement of vending machines unless by agreement of both parties.

- O. **Records:** The Contractor shall maintain an accurate record of all merchandise, collections, sales, inventories and equipment maintenance in connection with the proper operation and administration of vending machine service. The County may inspect all Contractor's records during normal business hours for the purpose of verifying accounts whenever the County deems necessary.
- P. **Payment and Reports:** The Contractor shall establish, maintain and provide accurate reports and timely payment of commissions on a monthly basis. The monthly reports are to include, but are not to be limited to the following:
- i. The Contractor shall deliver to the County Administrator's office a monthly report detailing all revenues and items sold related to the operation under the Contract. The revenue statement shall include a sales summary by product and product group on a weekly basis for each week of operation. Submission of the monthly report shall be no later than one week following the monthly reporting period. Contractor shall provide with their proposal submission a sample monthly report.
  - ii. The Contractor will analyze and summarize the data contained in the Revenue Statement and provide recommendations for improvement where applicable.
  - iii. Period covered by the report (the County prefers by the calendar month)
  - iv. Gross sales for the period by location
  - v. Number of beverages and snacks sold per location
  - vi. Date of Disbursement
  - vii. Commissions due to the County shall be paid every month by check, no later than one week following the monthly report period.
- Q. **Service Calls:** The Contractor shall make service calls at a minimum of once a week at all sites, unless approved otherwise; this may be adjusted with County approval during the course of the contract. Service calls shall include collecting monies, rotating products and refilling machines. Expiration dates shall be checked on each restocking visit.
- R. **Proper Function & Repair Contacts:** The Contractor shall ensure that equipment is properly functioning at every visit. All machines shall have a highly visible label decal with phone number for service/repairs. The Contractor shall respond to service calls within twenty-four (24) hours of a call during weekdays and on an emergency only basis on the weekend. An out of service machine shall be brought back into service within three (3) working days from placement of service call.
- S. **Service Failures:** If a machine is out of service more than four times in a two (2) month period due to a component malfunction, even if the Contractor has made a concerted effort to correct, repair or replace the malfunctioning component without correcting the problem, the Contractor will be asked to replace the machine with a working unit. The Contractor shall take all reasonable measures to replace or repair critical components of the vending machine once a trend of valid malfunctions is noticed. Operator-induced malfunctions, abuse (excessive shaking, kicking, using bent coins, foreign coins, pennies, etc.), or vandalism and calls unrelated to actual operation of the vending equipment will not be considered valid malfunctions.
- T. **Start Date:** The Contractor shall complete delivery and installation of equipment by the contract start date issued by the County.

- U. **Sanitation:** The Contractor shall complete responsible machine sanitation and regular inspections for safe operations and shall maintain machine interiors in accordance with the standards set forth in the Virginia Department of Health Food Regulations 12 VAC 5-421 regarding the vending of food and beverages. Machines shall be kept clean and in good working order at all times.
- V. **Contractor Responsibilities:** The Contractor shall be fully responsible for the equipment and the merchandise. The Contractor is responsible to carry insurance on the equipment if the Contractor so chooses. The County is not responsible for damaged or stolen equipment. In the event equipment is damaged or vandalized, or merchandise is stolen, the Contractor may elect not to provide vending services to that location without penalty. If the Contractor elects not to provide vending services due to these reasons, the County may solicit other vending services and have vending services provided by others for that location.
- W. **Posting of Prices:** Prices shall be prominently posted on the front of vending machines, at all times.
- X. **Condition of Premises:** The Contractor agrees to return to the County, at the expiration of this contract, the vending services premises in the condition it was received, except for normal wear and tear.
- Y. **Refund Plan:** The Contractor shall provide as part of the proposal submission a refund plan for those persons who may lose money in the vending machines. The refund process shall be simple, accurate and prompt.
- Z. **Termination.** Upon County's determination that service issues have been raised but not cured, or for any other reason determined by the county, County may elect to terminate the agreement with 30 days written notice.

## PROPOSAL RESPONSE

**Requests for Additional Information:** Offerors may submit any questions or requests for additional information regarding the proposal in written format by Tuesday, November 10, 2020. All questions shall be directed to Matthew C. Hankins at [mchankins@wytheco.org](mailto:mchankins@wytheco.org). A formal clarification will be sent out via e-mail on Friday, November 13, 2020, to all known potential proposers.

**Required Responses:** The Offeror must submit a proposal which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the services described in this RFP. All information provided should be verifiable by documentation requested by the County of Wythe. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Responses must contain the following information and be organized using the format described below in order to provide each firm an equal opportunity for consideration.

- Address the requirements listed in the Scope of Services.
- Sign and date the RFP Response Cover Page.
- Provide information on the corporate structure of your firm as well as any proposed subcontractors required to perform the required work/services.
- Attach a list of items that will be offered in the vending machines along with the prices for each item.
- Submit your proposed commission reporting form.
- Include a description of any significant task or service not listed in the Scope of Services which is known to be necessary under the proposed contract. Wythe

County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation.

- Proposals must be signed by the authorized representative of the Offeror.

All expenses for making proposals to the County shall be incurred by the Offeror.

This contract is offered under competitive negotiation as authorized by the Code of Virginia.

Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

Offerors are reminded that changes to the RFP, in the form of addenda, are often issued for this type of proposal. Any addenda will be posted to the County RFP Website at <http://www.wytheco.org/index.php/resources/public-notices>. All respondents acknowledge they are responsible for reviewing the site for any addenda.

**Proposal Submission:** The following documents must be received in our office via hard copy no later than the closing date and time stated below.

1. Completed and signed RFP Response Cover Page.
2. Your original proposal. Any proprietary information must be marked as such.
3. A listing of items offered in vending machines along with the item sale prices.
4. A list of client references of similar service contracts, including at least three (3) customers, with names, addresses, and telephone numbers.
5. A certificate of insurance for all required coverages endorsing the County of Wythe to the insurance policy as an additional insured.
6. A copy of any applicable Federal, State, or Local license required to legally perform the service, or sell the goods specified in the RFP.

The RFP number and closing date must be clearly marked on the outside of the sealed envelope. Each sealed envelope containing a Proposal must be plainly marked on the outside as follows:

Name of the Proposer; Address of the Proposer; Vending Services RFP  
Due Date and Time: Tuesday, November 24, 2020, 3 p.m.

Should any Proposal be received which is not so identified, the proposer assumes the risk that the submission will be opened prior to the Proposal Due Date. Proposals so opened may be disqualified at the County's discretion. The County is not responsible for delayed, lost or stolen mail, and responses received after the deadline will be disqualified.

This solicitation will close on Tuesday, November 24, 2020, at 3 p.m., local time prevailing.

Return the proposal to via US Mail or Courier:

County of Wythe  
Wythe County Administration Building  
Attn: Martha Collins  
340 South Sixth Street  
Wytheville, VA 24384

**PROPOSAL EVALUATION PROCESS:**

The County of Wythe shall review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The County of Wythe may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process.

Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the County will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

The respondents will be evaluated by County Staff on the following 100-point scale:

1. 25 Points - Product Pricing & Commission
2. 25 Points - Variety, Brands, Quality and Healthy Options
3. 20 Points - Proposed Routing/Delivery Schedule
4. 20 Points - Proposed types of machines and repair terms
5. 10 Points - Quality of proposal submission & references

The selection process shall be governed by and completed in accordance with the Wythe County Procurement Ordinance. If any provision of this Request for Proposal shall be found to be inconsistent or in conflict with such policy, the terms of the ordinance shall govern. The County of Wythe reserves the right to reject any or all proposals.

The County of Wythe reserves the right to award to more than one Offeror.

**RFP RESPONSE COVER PAGE**  
**Wythe County: Vending Services**

In compliance with this Request for Proposal and to all the conditions imposed herein, by signing below, Offeror:

(1) Offers and agrees to furnish the goods/services in accordance with the attached signed proposal;

(2) Agrees that upon Wythe County's written acceptance of Offeror's response to the Request for Proposal, a valid and binding contract for services exists between Offeror and Wythe County;

(3) Agrees that the Contract Documents will consist of, and only of, the Request for Proposal, the Offeror's response to the Request for Proposal; and a written and signed agreement between the two parties.

(4) Certifies and warrants that the individual signing on Offeror's behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposal;

(5) Certifies and warrants that neither Offeror, nor the individual signing on Offeror's behalf, has any business or personal relationships with any other persons, including Wythe County employees, or companies that are in conflict with the Commonwealth of Virginia's Conflicts of Interest Act, or the County of Wythe, Virginia Standard Terms and Conditions; and,

(6) Certifies and warrants that the Offeror is properly licensed for providing the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Offeror shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

Sign in ink and type or print requested information.

\_\_\_\_\_  
Legal Name and Address of Firm:

Respondent Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

FEI/FIN/SSN: (Please Print) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Telephone Number (\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_

Please provide the following if applicable to this RFP:

Virginia Contractor License # \_\_\_\_\_ SCC ID # \_\_\_\_\_