

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**NO. 100109-01R**

**FOR**

**AUTOMATED VENDING MACHINE SERVICES  
GILA COUNTY**



**\*BOARD OF SUPERVISORS\***

**Shirley L. Dawson, Chairman  
Tommie C. Martin, Vice Chairman  
Michael A. Pastor, Member**

**\*County Manager / Clerk of the Board\***

**Steven L. Besich**

**\*\*Public Works Director\*\***

**Steve Stratton**

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**GILA COUNTY**  
**STATEMENT OF QUALIFICATIONS NO.: 100109-01R**

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**REQUEST FOR: SOQ No. 100109-01R, Automated Vending Machine Services**

**DUE DATE: Wednesday, December 30, 2009, 4:00 PM Local Time**

**DELIVERY ADDRESS: Gila County Public Works  
Guerrero Building  
1400 East Ash Street  
Globe, Arizona 85501**

Gila County is requesting interested qualified Auto Vending Machine Contractors to submit a Statement of Qualifications to provide automated food and beverage vending machine services at specified Gila County facility locations. The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest.

The words "SEALED SOQ" with "AUTOMATED VENDING MACHINE SERVICES SOQ #100109-01R", Due Date, "December 30, 2009", and Time "4:00 PM Local Time" shall be written on the envelope. The Qualifications will be publicly opened and read aloud thereafter. Any Qualification response received later than the date and time specified above will be returned unopened. Envelopes with insufficient postage will not be accepted. The atomic clock in the reception area of the Guerrero Complex shall be the official time clock.

Interested Contractors are strongly encouraged to carefully read the entire Scope of Services. Questions regarding interpretation of the documents or contents may be submitted to, Robert Hickman, Facilities Manager, at 928-402-8591. Questions received less than three (3) working days prior to the SOQ due date may not be answered.

Any questions regarding the submission of SOQ should be directed to: Valrie Bejarano, 928-402-8612.

The Board of Supervisors reserves the right to reject any or all SOQ's, or to waive any informality in any SOQ, 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 of the Gila County procurement code.

Advertisement in Arizona Silver Belt: **December 16 and 23, 2009**

Signed:   
Bryan Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Date: 12 / 1 / 09

Signed:   
Steven L. Besich, County Manager / Clerk of the Board

Date: 12 / 15 / 09

**REQUEST FOR STATEMENT OF QUALIFICATIONS NO. 100109-01R**  
**AUTOMATED VENDING MACHINE SERVICES**

**SECTION I - INTRODUCTION**

**Purpose**

The County of Gila is soliciting for a qualified Vending Service Contractor to provide Automated Vending Machine Services for specified facility locations. The successful Contractor shall furnish, deliver, install and maintain the vending machine equipment and provide all necessary personnel, tools, equipment, product, and maintenance services to provide an efficient, effective operational Automated Vending Machine Service.

Installation shall include all electrical hook-up and testing procedures. All equipment, machinery, tools, supplies, or other materials necessary to install and operate the Contractor's vending machines shall be furnished at the Contractor's sole expense. During delivery and installation the Contractor will not alter County property without prior written approval of the County. Gila County will provide electricity to power the vending machines.

Additionally, the successful Contractor shall pay to Gila County a monthly commission based upon a percentage of the gross sales or revenues from the vending machines and as specified on the price sheet submitted by the Contractor. In calculating gross sales or revenues, such amount shall be calculated based upon the total sales for all vending machines and no deductions, set-offs, or allowances will be made or permitted for goods or products which are spoiled or damaged.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interests.

Interested and qualified Contractors shall submit **three (3)** copies of their qualifications along with three (3) copies of required forms **all with original signatures**, prepared in accordance with the instructions in this document by **4:00 PM Local Time on December 30, 2009**. Faxed or emailed SOQ's **will not be accepted**.

Any questions regarding the technical specifications shall be directed to the attention of:

Robert Hickman  
Gila County Facilities Department  
Email: [rhickman@co.gila.az.us](mailto:rhickman@co.gila.az.us)

Phone: 928-402-8591  
Fax: 928-473-7654

**SECTION II - SCOPE OF SERVICES**

**General**

1. Contractor shall be responsible for all vending machine operations, including, but not limited to the following:

- a. Stock all food items and beverages in all assigned areas.
  - b. Provide all necessary equipment to properly and safely move products from one location to another.
  - c. Deliveries will be made so as not to be in conflict with the operations of the County or the general public.
2. Contractor will operate in a manner that is both convenient and safe for County staff and the general public.
3. County reserves the right to issue rules and regulations governing the general provisions of operations so as to maintain a consistency of kind, quality and compatibility of food items and beverage service.
4. Contractor shall provide products and services of a quality and price consistent with those presently being offered in this region in similar facilities.
5. Contractor will be responsible for installation and maintenance of machines which shall be kept in working order, clean, sanitary and attractive. Machines can use 110 electrical power but water and plumbing will not be allowed.
6. Contractor must maintain and repair equipment at no cost to Gila County.
7. Contractor will refund money to customers who deposit money in contractor-owned or leased vending machines provided under this contract and fail to receive the desired item in return due to stock outage, equipment malfunction or other reasons.
8. Contractor shall check for expired foods or drinks when stocking machines and replace any expired items with new product at no additional cost to the County.
9. At no time shall the Contractor allow any machine to be in a lower than 25% stock state.
10. Each machine at each location will have a label providing Contractor name and phone number to call "For Service". The label shall be placed on the machine in an area easily viewable to customers.

### **Approvals**

1. The County shall approve the installation of the vending machines with respect to location, size and content. The County reserves the right to request machines be moved to other locations to meet the needs of the Facility.
2. Gila County must approve the drink and snack selection prior to placing in the vending machines.
3. The County and Contractor may mutually agree to change machine locations, number of machines, the products, or product mix during the term of the Contract. If the number of machines increases, the percentage of gross sales shall remain unchanged. If the Contractor

wishes to reduce the number of machines, the County's prior approval must be obtained and the percentage of gross sales shall be unaffected.

- Contractor will remove from the premises any vending machine provided under this Contract found by the County to be inoperable, unsightly or otherwise objectionable. The Contractor shall take action within five (5) working days after receipt of notice and replace it with a machine that meets the County's needs.

**Deliveries**

- Contractor shall deliver during normal working hours, Monday – Friday, 8:00 A.M. to 5:00 P.M.

**Payment Requirements**

- All payments shall be on a monthly basis, with commission checks payable on or before the tenth (10<sup>th</sup>) day of each month for the previous month's commissions. All commission checks shall be payable to Gila County.
- Commission checks shall be accompanied by monthly itemized statement of gross sales per machine.

**Machine Items**

- Drinks should include Water, Juice, Soft Drinks and Sports Drinks. Snacks should include some healthy alternatives such as baked chips, granola bars, or flavored rice cakes.
- Gila County has the right to request changes to products in vending machines if products are not suitable for the facility.

**Gila County Locations**

<b>Gila County Vending Machine Locations</b>			
<u>Location</u>	<u>Address</u>	<u>Beverage</u>	<u>Snack</u>
<b><i>Globe Courthouse Complex</i></b>	1400 E. Ash St, Globe, AZ 85501		
First Floor		Yes	No
Second Floor		Yes	Yes
Third Floor		Yes	No
<b><i>Central Heights Office</i></b>	515 S. Apache Ave., Globe, AZ 85501	Yes	Yes
<b><i>Globe Landfill / Roads</i></b>	5891 Landfill Lane, Globe, AZ 85501	Yes	Yes
<b><i>Payson Courthouse Complex</i></b>	714 S. Beeline Hwy, Payson, AZ 85541	Yes	Yes
<b><i>Payson Sheriff's Office</i></b>	108 W. Main St., Payson, AZ 85541	Yes	Yes
<b><i>Star Valley Yard</i></b>	5320 E. Hwy 260, Star Valley, AZ 85541	Yes	Yes

### **SECTION III - INSTRUCTION TO SUBMITTERS**

Before submitting its Statement of Qualifications each Contractor shall familiarize itself with the Scope of Services, and laws, regulations and other factors affecting performance of the Contract. It shall carefully correlate its observations with requirements of the SOQ and otherwise satisfy itself of the expense and difficulties attending the performance of the Contract. The submission of an SOQ will constitute a representation of compliance by the Contractor. There will be no subsequent adjustment, other than that provided for by the Contract, for lack of such familiarization once the Contractor is chosen.

Submitters must complete the Qualifications Response in full to be submitted at the time required, and made a part of the SOQ process. The County will use the Qualifications Response format in evaluating the capacity of Contractors to perform the Scope of Services as set forth in the SOQ. Failure of any Contractor to complete and submit the Qualifications Response at time and place of opening shall be grounds for automatic disqualification of Contractor from further consideration.

The names of all persons signing must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished. The full name of each person or company interested in the SOQ shall be listed in the SOQ.

No alterations in forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

**It is requested that a minimum of three (3) copies of the Qualifications Response be submitted. All three (3) must have original signatures.** The County will not be liable for any cost incident to the preparation of the response, materials, reproductions, presentations, copy-right infringements, etc.

Qualifications submitted early may be modified or withdrawn by notice to the party receiving Qualifications at the place and prior to the time designated.

The County is not responsible for any submitter's errors or omissions. Negligence in preparing qualifications confers no right to the submitter unless the Contractor discovers and corrects such errors prior to the deadline.

**The Qualifications shall be submitted in a sealed envelope. The words "SEALED SOQ" marked "AUTOMATED VENDING MACHINE SERVICES NO. 100109" shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery to the Gila County Public Works Division at the Guerrero Complex at 1400 East Ash, Globe, Arizona 85501 by 4:00 PM local time, Wednesday, December 30, 2009.**

Results ARE NOT given in response to telephone or personal inquiries. SOQ information will be on file in the Board of Supervisors and Public Works offices and after award on the County website [www.gilacountyaz.gov](http://www.gilacountyaz.gov).

The Board of Supervisors reserves the right to reject any or all Qualifications or any part thereof, or to accept any Qualification or any part thereof, or to waive any immaterial defects or informalities in any Qualification, or to reissue a Statement of Qualification, whichever is deemed to be in the best interest of the County of Gila.

To insure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Board of Supervisors prior to contract award.

Further, the County reserves the right to reject the Qualification of any submitter who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials or services similar in nature.

All submitted forms will be reviewed by the Board of Supervisors. All Contractors submitting a Statement of Qualifications must refrain from influencing any member of the selection committee to protect the integrity of the selection process. A non-collusion affidavit will be required from the success proposer.

### **Protests**

Only other Contractors who have submitted qualifications have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractors shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor 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.

### **Cancellations**

The agreement is subject to the cancellation pursuant to A.R.S. §38-511.

## **SECTION IV - EVALUATION FACTORS**

The solicitation will be awarded to the most responsive/responsible Contractor providing the best qualifications and deemed to provide services in the best interest of the County.

The evaluation of the Statement of Qualifications will be based on, but not limited to, the following:

1. Experience and qualifications of the vending company
2. Price proposal (cost of food/beverage)
3. Service availability and its' proximity to Gila County
4. Conformance to specifications
5. Past performance under County Contract

## **SECTION V - QUALIFICATIONS RESPONSE**

In order to assist our panel in making a selection, Gila County requires that all respondents adhere to the response format outlined in this section.

- **Cover Letter / Introduction**
- **Attachments**
  - Qualifications (Specify which location)
  - Reference List
  - Price Sheet
- **Forms**
  - No-Collusion Statement
  - Anti-Terrorism Warranty
  - Legal Arizona Works Act Compliance
  - Intentions Concerning Subcontracting

## **SECTION VI - SELECTION PROCESS AND SCHEDULING**

Gila County will conduct a one-step qualification-based selection process in accordance with procedures contained in Arizona Revised Statutes § 34-603. A Selection Committee will evaluate each SOQ submitted according to the criteria set forth in Section IV above. The Selection Committee will select a short list of no more than three (3) Contractors from the SOQs received. Gila County may perform a due diligence investigation of the Contractors receiving the highest evaluation ranking.

At the conclusion of the selection process, each of the rated elements for each Contractor will be evaluated to determine the Best Qualified. Gila County may enter into negotiations with the selected Contractor and execute a contract.

If the County is unsuccessful in negotiating a contract with the best-qualified Contractor, the County may then negotiate with the second or third most qualified Contractor until a contract is executed, or may decide to terminate the selection process.

## **SECTION VII - REQUIRED FORMS**

Contractor must submit three (3) copies of all required forms, all with original signatures, along with submitted qualifications response.

**REFERENCE LIST**

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

The information may be a determining factor in award.

**References**

Please list a minimum of three (3) references for projects of similar size and scope to the SOQ.

1. Company: Gila County Facilities Mgr.  
Contact: Robert Hickman  
Phone: 928-402-8591  
Address: 1400 E. Ash Street Globe, Arizona 85501
  
2. Company: Rice Primary School  
Contact: Katherine  
Phone: 520-475-2315  
Address: San Carlos Ave.
  
3. Company: EARTH Movers  
Contact: Steve  
Phone: 520-425-7141  
Address: 277 N. Willow Globe Arizona

Swire Coca-Cola; USA  
Name of Business

Manuel Rodriguez  
Signature of Authorized Representative

Division On Premise Manager  
Title

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of **Statement of Qualifications No. 100109-01R**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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.

Swire Coca-Cola, USA

Name of Business

Manuel Rodriguez

Signature of Authorized Representative

Division On Premise Manager

Title

**AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

Manuel Rodriguez  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Division On Premise Manager  
(Title)

of Swire Coca-Cola, USA and  
(Name of Business)

That he is bidding on Gila County Statement of Qualifications NO. 100109-01R AUTOMATED VENDING MACHINE SERVICE and,

That neither he nor anyone associated with the said \_\_\_\_\_  
Swire Coca-Cola, USA  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Swire Coca-Cola, USA  
Name of Business

By Manuel Rodriguez

Division On Premise Manager  
Title

Subscribed and sworn to before me this 24<sup>th</sup> day of December, 2009.

Marlene Baca  
Notary Public

My Commission expires: 7/4/2011



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

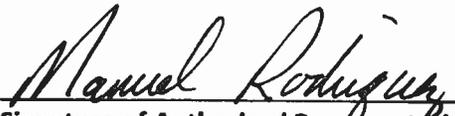
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor'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 of this Contract subjecting Contractor 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, Contractor 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor 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 at all times 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 insure 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

**ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Manuel Rodriguez  
Signature of Authorized Representative

Manuel Rodriguez  
Printed Name

Division On Premise Manager  
Title

**PRICE SHEET**

Automated Vending Machine Services SOQ 100109-01R

Company/Contractor Name: Swire Coca-Cola, USA

<u>Item</u>	<u>Description of material and/or services</u>	<u>% Commission</u>
1.	Firm fixed percentage of gross sales/revenue payable to Gila County for snacks.	_____
2.	Firm fixed percentage of gross sales/revenue payable to Gila County for beverages. * see below	<u>30% or 35%</u>
3.	Itemized price to be charged per each product group: pop, water, juice, candy, gum, chips, popcorn, pastries, cookies, food, etc. Attach separate sheet if necessary.	Indicate Prices _____ Below _____

<u>Item</u>	<u>Price</u>	
<u>20oz bottle Soft drinks</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>20oz bottle Dasani water</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>450 ml. bottle Minute Maid Juice</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>20oz bottle Gold Peak tea</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>16oz bottle V8</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>20oz bottle Powerade</u>	<u>1.00 = 30%</u>	<u>1.25 = 35%</u>
<u>16oz can Full throttle energy</u>	<u>2.00 = 35%</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* County has option of two price points which would effect the commission rate.

**GILA COUNTY  
AUTOMATED VENDING MACHINE SERVICES  
CONTRACT 100109-01R**

**THIS CONTRACT**, made and entered into this 12<sup>th</sup> day of January, 2010, by and between Swire Coca-Cola, USA, herein after designated "Contractor" and Gila County, of Arizona, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "County".

**WITNESSETH:** That the said Contractor, for and in consideration of the scope of services and sum to be paid by the Contractor to the County , in the manner and at the time hereinafter provided, and of the other covenants and agreements hereinafter contained, and hereby agrees, for them self, their heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** Scope of Services and, Rules and Regulations stated in this SOQ will become a part of this contract and adhered to as if written in this section.

In consideration of this Contract, the Contractor chooses to provide services to the County for the following areas: (Check area and product that applies)

**Globe**

- |   | <b><u>Product</u></b>         |  |
|---|-------------------------------|--|
| <input checked="" type="checkbox"/> Courthouse Complex (1400 E. Ash St., Globe)       | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |
| <input checked="" type="checkbox"/> Central Heights Office (5515 S. Apache St, Globe) | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |
| <input checked="" type="checkbox"/> Landfill / Roads Office (5891 E. Hope Ln., Globe) | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |

**Payson**

- |   | <b><u>Product</u></b>         |  |
|---|-------------------------------|--|
| <input checked="" type="checkbox"/> Courthouse Complex (714 S. Beeline Hwy, Payson) | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |
| <input checked="" type="checkbox"/> Administration Complex (610 E. Hwy 260, Payson) | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |
| <input checked="" type="checkbox"/> Sheriff's Office (108 W. Main St., Payson)      | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |
| <input checked="" type="checkbox"/> Star Valley Yard (5320 E. Hwy 260, Star Valley) | <input type="checkbox"/> Food | <input checked="" type="checkbox"/> Beverage |

**ARTICLE II – PAYMENTS:** All payments shall be on a monthly basis, with commission checks payable on or before the tenth (10<sup>th</sup>) day of each month for the previous month's commissions. All commission checks shall be payable to Gila County.

- Payment shall be submitted to:Gila County  
Attn: Facilities Management  
1400 E. Ash Street  
Globe, AZ 85501

Commission checks shall be accompanied by monthly itemized statement of gross sales per machine.

**ARTICLE III – TERM:** Contract shall remain in effect for a period of one (1) year and may be renewed by mutual agreement of the parties for four (4) additional one (1) year periods. Either party may terminate this contract without cause by providing thirty (30) days notice in writing to the other party. In the event of such early termination, the Contractor would be refunded the rental space fees actually paid to the County for any period after termination on a prorated basis.

**ARTICLE IV – INDEMNIFICATION:** To the fullest extent by law, the Contractor agrees to indemnify, defend, and hold harmless the County, a body politic and corporation of the State of Arizona, its board members, officers, employees, agents and other officials from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but not limited to reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in part by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Contractor and/or its subcontractors or claims under similar such laws or obligations. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

**ARTICLE V – MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Contractor shall provide coverage with limits not less than:

<b>Workers Compensation and Employee's Liability</b>	
<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employee Liability Each Occurrence	\$500,000

Policy shall contain a waiver of subrogation against the County of Gila General Liability-Occurrence Form.

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

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
General Aggregate	\$500,000
Product-Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000

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".

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties therein above named, on the date and year first above written.

**AUTOMATED VENDING MACHINE SERVICES  
SOQ CONTRACT NO. 100109-01R**

**GILA COUNTY:**

**BOARD OF SUPERVISORS**

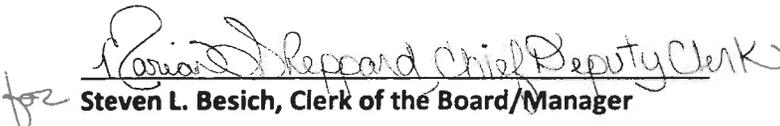
  
\_\_\_\_\_  
Shirley L. Dawson, Chairman, Board of Supervisors

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Print Name

**ATTEST:**

  
for Steven L. Besich, Clerk of the Board/Manager

\_\_\_\_\_  
Witness (If Owner is Individual)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney  
for Daisy Flores, Gila County Attorney