

**BANDERA COUNTY, TEXAS
REQUEST FOR PROPOSALS
FOOD AND BEVERAGE VENDING PROVIDER**

SECTION I – GENERAL INSTRUCTIONS AND INFORMATION

1.01 THE PURPOSE OF THIS DOCUMENT IS TO contract for a Food & Beverage Vending Provider.

1.02 CONTACT: Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror. Requests for information regarding matters related to this RFP should be directed to:

Bandera County Auditor's Office
1212 Hackberry St.
P.O. Box 563
Bandera, Texas 78003
(830) 796-4573
aavalos@banderacounty.org

1.03 SUBMISSION: Sealed proposals shall be received by August 12, 2026 at 3:30 PM.

RETURN PROPOSALS TO: **RFP- Food & Beverage Vending Provider
Bandera County Auditor's Office**

**In Person (or UPS/FedEx):
1212 Hackberry
Bandera, TX 78003**

**By Mail:
P.O. Box 563
Bandera, TX 78003**

Proposals must be submitted as instructed in this packet. Six (6) copies of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the contractor in a contract. The proposal title must be clearly marked on the outside of the envelope. No elaborate binding or binders, please.

1.04 NO OFFER: If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above.

Bandera County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP, which may have influenced your decision to "NO OFFER".

1.05 ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the Bandera County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the county to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

1.06 LATE PROPOSALS: Proposals received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Bandera County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Auditor's Office shall be the official time of receipt.

1.07 ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.08 ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be opened and publicly acknowledged at the location, date, and time stated below. Offerors, their representatives and interested persons may be present.

All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

1.09 PROPOSAL AWARD: Proposals will be considered for award at the Bandera County Commissioners Court Regular Meeting on Thursday, August 13, 2026 at 10:00 AM.

SECTION II – SPECIFIC REQUIREMENTS

2.00 GENERAL: The following information is specific to the selection of a company for the services described in the scope of services to follow.

2.01 EVALUATION CRITERIA: The Commissioners Court will evaluate proposals based on a comprehensive set of criteria. The contract will be awarded to the responsible offeror whose proposal is determined to be the best value to the County through the evaluation process.

2.02 SUBMITTAL: The following information is requested to assist Bandera County in evaluating proposals.

- A. **Proposal Pricing** – Percentage of sales to be remitted to the county.
- B. **Frequency of Service** – How often machines will be stocked
- C. **Products Offered** – Snack and beverage variety.
- D. **Response Time** – Service call response time for malfunctions
- E. **Locations** – Site locations* and number of machines at sites.
- F. **References** – If available, offerors are encouraged to provide up to three (3) references where similar services have been provided using the attached Vendor Reference Form.

Site Visit: Possible machine locations can be visited on August 5 and 10, 2026 by coordinating a visit through the Bandera County Auditor's Office, Araseli Avalos at (830) 796-4573.

Question & Answer Period: Vendors have until August 10, 2026 at 12:00 pm to submit clarification questions

* Previous vendor found the Courthouse and the District Court's vending machines generated more income.

2.03 OFFEROR RESPONSIBILITY: It is the responsibility of each offeror before submitting a proposal:

- A. To examine thoroughly the contract documents and other related data identified in the proposal documents.
- B. To consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing work.

SECTION III –SCOPE OF SERVICES

3.00 NATURE OF SERVICES REQUIRED: Upon award of a contract by Bandera County, contractor shall be obligated to provide the following products and supplies in accordance with specifications, which are as follows:

- A. The contractor shall stock, service, maintain, and operate existing county-owned vending machines located at various county facilities or state if county machines will not be utilized.
- B. The contractor may provide and install additional vending machines at approved county locations upon approval by Bandera County.
- C. The contractor shall maintain machines in clean and working condition and respond to maintenance or service issues in a timely manner.
- D. The contractor shall comply with all applicable federal, state, county, and local laws and regulations.
- E. The contractor shall remove expired products in a timely manner and maintain adequate product quality.

3.01 CONTRACTUAL ARRANGEMENTS: Bandera County reserves the right to accept or reject any (or all) proposals submitted. Bandera County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

SECTION IV – GENERAL CONTRACT TERMS AND CONDITIONS

4.00 CONTRACT: This proposal, submitted documents and any negotiations, when properly accepted by Bandera County, shall constitute a contract equally binding between the successful offeror and Bandera County. The term of this contract shall be for one (1) year beginning upon execution of the agreement, with the option to renew for additional terms.

4.01 CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Texas Local Government Code, Chapter 171.

4.02 CONFIDENTIALITY: All information disclosed by Bandera County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

4.03 ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Bandera County Auditor. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

4.04 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Bandera County Auditor.

4.05 ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Bandera County Commissioners Court.

4.06 VENUE: This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Bandera County, Texas.

4.07 SUBMITTAL OF CONFIDENTIAL MATERIAL: Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Bandera County.

4.08 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective offeror should affirmatively demonstrate their responsibility. A prospective offeror must meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics;
- E. Be otherwise qualified and eligible to receive an award.

Bandera County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

4.09 INDEMNIFICATION: Successful offeror shall defend, indemnify and save harmless Bandera County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Bandera County growing out of such injury or damages.

4.10 SALES TAX: Bandera County is exempt from paying State Sales Tax and Federal Excise Tax as provided by law. However, sales of vending products are subject to applicable sales taxes. The Contractor shall collect and remit all applicable state and local taxes in accordance with state law.

4.11 PATENT/COPYRIGHTS: The successful offeror agrees to protect Bandera County from claims involving infringements of patents and/or copyrights.

4.12 TERMINATION OF CONTRACT: This contract shall remain in effect until completion and acceptance of services or default. Bandera County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

- 1. Meet delivery or completion schedules, or
- 2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offeror, or cease operations.

Either party may terminate this contract with thirty (30) day written notice prior to either party stating cancellation. The terminating party must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Bandera County Auditor, P.O. Box 563, Bandera, TX 78003.

4.13 PERFORMANCE OF CONTRACT: Bandera County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

4.14 MONTHLY SALES REPORT: The vendor shall provide Bandera County with a monthly sales report showing gross sales by vending machine location.

4.15 PAYMENT: The vendor shall remit commission payments by the 10th day of the following month in accordance with Section 4.14 or in compliance with any other agreement made between vendor and county. Failure to remit payments as required may constitute a breach of contract.

VENDOR REFERENCES

Please provide, if available, up to three (3) references from current or recent clients who can verify the quality of services your company provides. References from customers with a similar size and scope of work are preferred.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____