

STATE OF ALASKA

INVITATION TO BID (ITB)



TITLE: FOOD AND RELATED GALLEY SUPPLIES FOR AMHS

ITB #2521S046

DATE ITB ISSUED: FEBRUARY 10, 2021

This Invitation to Bid (ITB) is intended to result in a mandatory use contract for the purchase of food, related galley equipment and cleaning supplies on an as-needed basis to be delivered to various locations for the DOT&PF, Alaska Marine Highway System (AMHS).

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Chris Hunt Procurement Officer	1) _____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 465-8448 TDD: (907) 465-3124 Email: chris.hunt@alaska.gov	2) _____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)	3) _____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
7) _____ FEDERAL TAX ID NUMBER	4) _____ DATE	5) _____ TELEPHONE NUMBER
8) _____ E-MAIL ADDRESS	6) _____ TELEPHONE NUMBER	7) _____ FEDERAL TAX ID NUMBER

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a mandatory use contract for the purchase of raw and ready-to eat food, beverage, restaurant and galley equipment, cleaning supplies, and other related food and room service utilities on an as-needed basis to be delivered to various locations for the DOT&PF, Alaska Marine Highway System (AMHS).

The current contract for the items and services listed in this ITB may be put on a month-to-month agreement to allow for this solicitation. If the current contract is put on a month-to-month agreement, the State is required to provide written notice to the current contractor of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancelation. Once the successful bidder is determined and the ITB protest period has ended, written notice shall be provided to the current contractor to inform them of the State's desire to cancel the month-to-month agreement. The new contract is expected to be issued after the thirty (30) day notice has been fulfilled.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS & BID OPENING

Bids must be received no later than 2:00 PM Alaska Time on March 4, 2021, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

The Bidder must have a minimum of five (5) years of experience as a wholesale food distribution organization, capable of handling institutional food procurement contracts of comparable size. Bidders must provide a written statement with their bid addressing how they meet or exceed the prior experience minimums. An offeror's failure to provide the statement may cause the state to consider their bid non-responsive and reject it.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

PROCUREMENT OFFICER: Chris Hunt
EMAIL: chris.hunt@alaska.gov

PHONE: 907-465-8448
FAX: 907-465-3124

SEC. 1.06 SUBMITTING BIDS

Bidders must submit **One** (1) hard copy of their entire bid in writing, and **One** (1) CD or thumb drive containing the completed electronic bid schedule, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Emailed, faxed or oral bids **will not be accepted**.

The sealed bids package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Invitation to Bid (ITB) Number: 2521S046
ITB Title: Food Service and Related Galley Supplies for Alaska Marine Highway System

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

If using a **delivery service**, please use the following address:

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

SEC. 1.07 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, ITB page 1. The bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

SEC. 1.09 VENDOR TAX ID NUMBER

If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

SEC. 1.10 PRE-BID CONFERENCE

No pre-bid conference will be held for this solicitation.

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		February 10, 2021
Deadline for Receipt of Bids / Bid Opening	2:00 PM Alaska Time	March 4 , 2021
Bid Evaluations Complete		March 5 , 2021
Notice of Intent to Award		March 8 , 2021
Contract Issued		March 19 , 2021

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.15 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.16 ANNOTATED LITERATURE

Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.17 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.18 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT PERIOD

The length of the contract will be from the date of award, approximately April 19, 2021 through March 31, 2022, with the option to renew for nine (9) additional, one (1) year term at the same price, and under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer of record within the Department of Transportation & Public Facilities, Statewide Contracting & Procurement.

SEC. 2.03 CONTRACT FUNDING

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SPECIFICATIONS

1. GENERAL REQUIREMENTS: The Contractor shall be required to:

- A. Maintain at all times under this contract, a professional management and supervisory staff and a staff of full and/or part-time support positions which will provide the products and services described by this Invitation To Bid and any resultant contract. The Contractor shall treat AMHS as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts will also be given to the AMHS vessels covered under this contract.
- B. Provide the AMHS with a current listing of names and telephone numbers of personnel acting as primary contacts. These employees will be trained and familiar with the terms, provisions and prices of the contract in order to facilitate all services required by the AMHS. Personnel shall be available by telephone to assist the agency during normal business hours, Monday through Friday, throughout the entire contract term. Failure to maintain an adequately informed staff of employees will be cause for termination of the contract;
- C. Appoint a sales representative as liaison. The appointed liaison shall conduct periodic scheduled communications with the AMHS Port Steward Office. The purpose of this communication will be to discuss handling procedures and other subjects as deemed necessary to maximize the cost effectiveness of the Contractor's product. The appointed liaison shall be responsible for providing written responses to problem areas, if requested. At minimum, quarterly visits to AMHS is required to show new items, product preparation, provide information and address any other concerns that the customer may have.

- D. Provide AMHS with a current list of the Contractor's item numbers in relation to AMHS's Bid Schedule item numbers. The Contractor shall update this list completely every time the cross reference numbers are changed, added, or deleted. The initial list must be provided prior to commencement of the contract services.
- E. Provide AMHS option(s) to place the orders through a secure web application and/or direct transmittal via FTP (File Transfer Protocol). Collaborate with AMHS's own and external system administrators to synchronize the online ordering process with AMHS's inventory systems.
- F. Deliver product to a total of ten (10) vessels in the Alaska ports of Ketchikan, Juneau, Homer, Valdez, Seward, Cordova, and Port of Bellingham, Washington. Deliveries may be at any time of the day, any day of the week and may include holidays. Amount of vessels in operation fluctuates seasonally.
- G. In all ports, products delivered to AMHS vessels shall be in refrigerated trucks.
The necessity of taking trucks on the North End turnaround may require that the Contractor maintain two (2) delivery trucks strictly for AMHS use in Juneau. The necessity of taking the delivery truck from Ketchikan to Prince Rupert may require the Contractor to maintain one (1) delivery truck strictly for AMHS use in Ketchikan.

AMHS preference is to have the Contractors delivery driver help with the unloading of the products whenever possible.

Note: Delivery vehicles staged in the AMHS parking areas by the Contractor or the vessel stewards' department shall be kept secured at all times. All windows will be up and all doors locked, the keys to truck and all paper work will be placed in the cargo area, the cargo door will be secured with a combination lock supplied by AMHS Port Stewards' office.

2. STATE OPTIONS: AMHS shall have the option of striking any item from the order item list when it is determined to be in AMHS best interest. Throughout the duration of the contract, AMHS may add or delete items as may be deemed advisable and mutually agreeable by AMHS and the Contractor. The price of additional contract items shall be negotiated based on the Unit Invoice Cost and the Unit Management Fee. The negotiated Unit Management Fee shall not be excessive when compared with the Unit Management Fees of comparable items on the contract.

- A. If AMHS desires to order an item that is not part of the Contractor's inventory, the Contractor will be allowed thirty (30) days to source items, obtain a stock number from AMHS and add to the Vendor Item Catalog. These items will then become a permanent part of the Contractor's inventory if it appears the items will be ordered on a regular basis (if movement of 10 cases or more per month or 120 cases per year are anticipated).
- B. The successful bidder shall assume the responsibility of introducing new food items to AMHS, as well as to show cost effective alternatives to their current choices.
- C. If the Contractor offers promotional products, (free items) they shall be reflected on the specific vessel invoice accompanying the product and reflected as "One Cent (\$0.01)" as a separate line item. (This process is to provide a means of introducing a new item/product to AMHS. The items may be food, paper products, etc. It will be the discretion of AMHS Port Steward's office whether to add the product to the existing catalog for purchasing.)
- D. If there is required feedback to the Contractor on free products or for services provided in packing, crating or other criteria, forms shall be delivered with product and a copy of the feedback will be provided to the Contractor.

3. DEFINITIONS:

- A. Point of Invoice
Is the Contractor's actual last invoice price of a product the Contractor has paid a manufacturer or supplier for, including delivery cost to the Contractor's distribution point. The Point of Invoice may be

located in Alaska, Washington, Oregon, or California. If the item being offered under the contract is offered in accordance with the Local Agricultural and Fisheries Product Preference or the Alaska Product Preference, then the Point of Invoice shall be within the State of Alaska.

B. Unit Invoice Cost

Is the net invoice cost of one unit to the Contractor at the Point of Invoice, including the cost of delivering the unit to the Point of Invoice, but not including any Unit Management Fees, and not including any early payment discounts to which the Contractor is entitled.

If the Contractor purchased the product supplied to AMHS from more than one supplier, then the Unit Invoice Cost, which is charged to AMHS, shall be taken from the lowest priced invoice for the contract item.

When providing a product to AMHS, Contractors which use suppliers that are wholly or partially owned by the Contractor shall not charge a Unit Invoice Cost which is in excess of the lowest net invoice cost for the identical item delivered to the Contractor by such suppliers for the purpose of resale to customers other than the State of Alaska.

The Contractor has a duty to manage the cost of delivering the unit from its supplier to the Point of Invoice in order to keep the delivery cost as low as possible through such means as volume and weight breaks for large shipments, consolidation of freight for volume and weight breaks with other shipments, use of the most economical transportation modes and the most direct freight routes keeping in mind the perishability of the items being transported, use of the most economical common carriers, minimizing handling costs, and any other freight cost containment techniques which are prudent and economical.

C. Unit Management Fee

The fee charged by the Contractor for one unit to compensate the Contractor for all costs of operation of this contract necessary to provide the unit to AMHS, not including any Unit Invoice Costs. The Unit Management Fee includes but is not limited to profit; overhead; all internal warehousing and handling charges; liaison personnel; travel; per diem; expenses; office supplies; salaries; and any other costs encountered by the Contractor in the performance of this contract, excluding the Unit Invoice Cost.

D. Composite Unit Price

The sum of: Unit Invoice Cost, and Unit Management Fee, and Unit Freight Cost

E. Shipping Weight

Is the weight of one unit of an item. For the purpose of adjusting the Unit Freight Cost due to changes in the Freight Index, when the unit is expressed as a standard weight measurement, such as a pound or an ounce, the shipping weight may include both the product and a proportionate share of the product's individual container (e.g. a can, or a sack), and a proportionate share of the usual and customary packaging necessary to form a unit pack (e.g. a case or a carton). Shipping weight shall not include any materials necessary to prepare the product for shipment such as but not limited to pallets, wrapping materials, strapping, and insulating materials.

F. Unit of Purchase

See Unit

G. Unit of Measure

See Unit

H. Unit

Means unit of purchase and is equivalent to the unit of measure stipulated in the line item on the bid schedule. It is for example, a case of a certain pack size, a box, a can, a pound of a product, a pail, a tub, and so forth.

4. CORRECTNESS OF SHIPPING WEIGHT: AMHS reserves the right to test the Unit Shipping Weight of any item provided under the contract resulting from this Invitation to Bid, and adjust the Unit Shipping Weight for such items accordingly.

5. MONITORING FOR ARTIFICIALLY LOW BID PRICES: In making offers on this Invitation to Bid the bidders are required by the state's procurement code to make offers in good faith. Offers of prices for the Unit Cost must be based on the bidder's documentable true costs or the bidder's documentable anticipated costs.

AMHS will monitor the prices charged by the Contractor for the initial firm price period of the contract. If AMHS determines that a price offered on the Bid Schedule was artificially low (excluding the Unit Management Fee), then that bid price shall be frozen at the level offered in the Bid Schedule and will not be allowed to change upward during the first year of the contract.

6. CONTRACT MONITORING FOR CORRECTNESS AND ACCURACY: AMHS shall contract with an accounting firm to monitor the correctness and accuracy of the Contractor's invoices. Unless there is an obvious error that may affect prior years, AMHS may go back, up to 100% of the items under the full term of the contract and will be subject to audit of the Contractor's pricing practices under this contract. Alaska Statute 36.30.420 (b) of the procurement code gives AMHS the authority to audit the books and records of a Contractor and Sub-Contractor. AMHS may require that the Contractor provide access to the Contractor's computerized records, and records related to this contract which is contained on any other media, for the purpose of auditing. Failure to comply with contract monitoring requirements to AMHS's satisfaction is cause for immediate termination of this contract and may result in debarment proceedings against the Contractor.

7. MONITORING FOR CONTINUED COMPETITIVENESS: In addition to monitoring the Contractor's invoices for accuracy, AMHS shall determine a mechanism for evaluating the continued competitiveness of the Contractor. The mechanism shall be selected and designed solely at AMHS's discretion, but will use statistically valid techniques and a mixture of high-use and low-use contract items for "market basket" sampling and price comparisons. The monitoring mechanism will be operated as often as AMHS chooses but never more than once in the same month of the same year and never less often than once every three (3) consecutive months. Food service vendors will be provided for the market basket sample that will be used to monitor continued competitiveness.

In the event the monitoring mechanism reveals that the sum of the Composite Unit Prices AMHS pays for a "market basket" sampling of contract items is:

- A. More than 1% higher than AMHS would have paid were AMHS purchasing the same "market basket" sampling of contract items spread among other vendors during a similar period of time using similar quantities, and;
- B. The contract shall automatically terminate with such notice as determined necessary and prudent by AMHS, but in no case shall the contract continue for more than ninety (90) days after the conditions in subsections 1) and 2) of the section have been satisfied.

8. PRICE STRUCTURE INTENT: The intent behind the price structure is to divide the prices into three identifiable parts:

- A. The Contractor's Unit Invoice Cost for the product located at its Point of Invoice, free of all other costs;
- B. The Contractor's Unit Management Fee, free of the Unit Invoice Cost.
- C. The Contractor's Unit Freight Cost will be shown separate from the Unit Management Fee.

Division of the prices into these component parts is intended to allow easy monitoring and verification of price changes to assure the Contractor maintains a competitive position while allowing the price to fluctuate according to market conditions.

The Unit Invoice Cost is intended to be flexible to meet market realities on a weekly basis. **The Unit Management Fee** is a fixed fee and may be adjusted per the cost adjustment procedures described on page 24 of this ITB. **The Unit Freight Cost** is intended to adjust in accordance with the Freight Index, and only with a more deliberate and documented process of prior approval.

9. COST AND MANAGEMENT FEE PRICING RULES: For the purpose of entering prices in the Bid Schedule and for all purposes of any resulting contract, the following rules shall apply. Failure to abide by these rules will result in a non-responsive offer from a bidder, or if violated during the life of the contract will be grounds for immediate termination of the contract.

- A. Bidder shall not include any portion of a Unit Management Fee cost in the Unit Invoice Cost.
- B. Bidder shall not include any portion of a Unit Invoice Cost in the Unit Management Fee.
- C. Bidder shall not bid a less than zero figures in the Unit Invoice Cost column nor the Unit Management Fee column of the Bidding Schedule.
- D. Bidder shall enter the correct shipping weight of one unit of the line item in the Shipping Weight column, expressed in pounds. Fractions of a pound shall be expressed as a decimal carried to two places.
- E. Bidder shall identify the Invoice Point (e.g. Seattle, Portland, or Sacramento) for each line item. The Invoice Point shall not change during the life of the contract without the express written approval of AMHS.
- F. **All offers made by the bidder shall be from prices, which are current for the week of February 14, 2021 through February 20 2021.** Bidders must be able to demonstrate this requirement through price lists, invoices, or written quotations, if requested by AMHS.

10. COST CHANGE APPROVAL PROCEDURE: The following procedures will govern the approval process for allowing cost changes to the Unit Management Fee, Unit Freight Cost, or the Unit Invoice Cost.

- A. Management Fee changes: Management Fee is a fix priced and may only be adjusted annually per the cost adjustment procedures described in Section 2.33 of this ITB.
- B. Unit Freight Cost changes: In accordance with Freight Index changes, Unit Freight Cost changes may be made periodically, but not more often than monthly, on the first Monday of the month. Unit Freight Cost changes shall not be applied retroactively. Prior to implementing any Unit Freight Cost changes, all proposed changes shall be submitted to AMHS. AMHS shall approve or disapprove the proposed Unit Freight Cost changes on an individual line item basis. Unit Freight Cost changes not approved by the first Monday of the month shall not be made effective at any time during the balance of the month, but may be re-submitted for re-consideration prior to the first Monday of the following month and in accordance with the other procedures of this paragraph.

AMHS may request proof of a Freight Index change, which results in a Unit Freight Cost change. Only changes in the Contractor's Unit Freight Cost costs caused by application of the Freight Index will be considered for increases or decreases.

Changes in the Freight Index resulting in reductions in freight costs shall be passed on to AMHS by means of reductions in the Unit Freight Cost. Reductions will be handled in a manner, which is procedurally the same as increases. Failure of the Contractor to promptly apply a Freight Index reduction will require repayment of all overcharges paid to the Contractor, and will be cause for immediate termination of this contract.

- C. Unit Invoice Cost changes: Unit Invoice Cost may be adjusted on a weekly basis. The proposed changes shall be submitted to AMHS in a weekly "cost change report." Invoice Cost changes shall not be applied retroactively. Prior to implementing any Unit Invoice Cost changes, the changes shall be submitted to the designated official at AMHS. That will review the proposed Unit Invoice Cost change report and will immediately contact the Contractor if the proposed changes are not acceptable. Unit Invoice Cost changes not approved shall not be made effective, but may be re-submitted for re-consideration. The designated cost monitoring official may request proof of a Unit Invoice Cost changes.

The Contractor shall pass any price decreases through to the state on a weekly basis. Failure to comply with this requirement may result in contract default.

11. BACKORDERS: Backorders are not permitted. Backorders shall not be shown on invoices to AMHS.

12. VENDOR SUPPLIED EQUIPMENT: The Contractor shall supply and provide maintenance for standard beverage machines. The type and brand of beverage dispensing machines will be mutually agreed upon by the Vendor and AMHS. AMHS may provide basic maintenance with Vendor's concurrence, and will remove and ship machines to the Vendor if major repairs are needed.

- A. When requested, the Contractor shall furnish beverage dispensing machines and beverage products, as specified herein. All management, labor, transportation, and supplies required repairing and maintaining the Contractor equipment shall be the sole responsibility of the Contractor.
- B. The Contractor shall furnish standard beverage machines, including but not necessarily limited to: mechanically refrigerated dispensing machines and heads suitable for use with the Contractor's bag-in-the-box juices and drinks, hot chocolate dispensing machines, Iced Tea Dispensing machines, and Coffee Brewing/Curtis Airtop D500GT or equal. A sufficient number of dispensing machines shall be installed on each vessel to accommodate the specific needs of that vessel. AMHS requires that all onboard urn type brewers be upgraded to smaller 1.5 gallon dispensers: Curtis G3 Gemini, single or doubles or equal, depending on vessel. The upgrade to all new coffee dispensers shall be completed within 120 days of the contract start date.
- C. The Contractor will provide a technically qualified service representative who will perform quarterly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Contractor must provide this additional service at no additional cost.
- D. Any equipment or material furnished by the Contractor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received, allowing for normal wear.

13. PRODUCT QUALITY:

- A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if used by date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.
- B. Commercial standards will be used to maintain temperatures appropriate for individual items.

14. QUALITY PROGRAM: The Contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

- (a) Standardized product quality;
- (b) The usage of First-In, First-Out (FIFO) principles;
- (c) Product shelf life is monitored;
- (d) Items are free of damage;
- (e) Correct items and quantities are selected and delivered;
- (f) Customer satisfaction is monitored;
- (g) Product discrepancies and complaints are resolved and
- (h) Corrective action is initiated;
- (i) Supplier and FDA initiated food recalls are promptly reported to AMHS;

- (j) Compliance with EPA and OSHA requirements;
- (k) Salvaged items or products shall not be used;

15. STANDARDS OF WHOLESOMENESS: The Contractor is responsible for meeting all requirements of the specifications prior to delivery of the product. All products, including import items, shall originate and be processed, marked, and handled only in premises which are operated under, and meet, sanitary and other requirements as established by the Food, Drug, and Cosmetic Act, USDA and other applicable Federal and State regulations. All food products shall be free from all type of contamination and insect infestation, and from all foreign or objectionable material and intoxicants or poisonous compounds. The State of Alaska reserves the right to conduct quality control inspections and follow-up inspections, to include sampling and cutting tests of finished products, and acceptance evaluations both during and after processing and packaging.

16. WAREHOUSING AND SANITATION PROGRAM: The Contractor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, Part 110. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the AMHS at the request of the Contracting Officer or the Port Stewards office. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer and the Port Stewards office.

17. STORED PRODUCTS PEST MANAGEMENT PROGRAM: The Contractor shall develop and maintain a stored products pest management program for food and other co-located non-food items. Accepted industry standards for pest management shall include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

Inspections may be made at any suitable point in transit and/or after delivery to point of destination.

18. PACK SIZE: All prices bid must be submitted in the unit and pack size indicated per line item as stipulated in the Bid Schedule. Bidders are encouraged to carefully review each items pack size as stipulated in the Bid Schedule for accuracy and availability. Incorrect or outdated pack sizes must be reported in writing and received by AMHS at least ten (10) days before the bid opening date. Upon receipt of this Invitation To Bid, prompt review of pack size is imperative to assure adequate time for issuance of a bid amendment, if one is required.

19. UNACCEPTABLE PRODUCTS: AMHS will not accept the following:

- A. Ground beef with tenderizing or moisture retaining additives.
- B. Beef liver from animals, which have received injections of protein or other tenderizers.

20. PACKAGING AND MARKING:

- A. Packaging:** The cost of packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage. Each package or container must be clearly marked to indicate the description, net weight of its contents, and date packaged. Unless otherwise specified, meats readily subject to freezer burn or dehydration (such as ground meats) shall be wrapped in an airtight packaging such as cryovac. Vacuum pack seals shall not be broken. Outer packaging such as crates, containers and boxes shall be securely fastened and fully reinforced.
 - 1) All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
 - 2) Semi perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

- 3) All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
- 4) Frozen product must be processed and packed to allow removal of the individual units from the pallet without damage to that or other units.
- 5) Products delivered to the vessels must be segregated pallets. For example, dry products may not be commingled with frozen products and etc. Pallet height should be no higher than 6 feet.

B. Markings:

- 1) To ensure that the carrier and the receiving vessel properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED” etc. shall be used on all cases when appropriate.
- 2) To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- 3) All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Items other than semi perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

21. INSPECTION AND ACCEPTANCE:

- A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the Chief Steward or the Port Stewards office.
- B. All deliveries are subject to inspection by the Chief Steward or the Port Stewards office. In addition, the delivery vehicles will be inspected for cleanliness and condition.
- C. The Chief Steward on each vessel is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed by the Chief Steward of the Vessel. All overages/shortages/returns are to be noted on the delivery ticket by the chief Steward and the truck driver.

22. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS: In order for frozen items to be accepted by the receiving vessel, the following criteria must be observed:

- A. Packages must be solid, not soft, upon arrival.
- B. Container and wrapping must be intact and in a solid condition.
- C. Packages must be free of drip and show no evidence of thawing and refreezing (i.e. watermarks on boxes, off odor) or dehydration.
- D. Cello wrapped packages will not be discolored or show other signs of freezer burn.

23. REJECTION PROCEDURES:

- A. If product is determined to be defective, damaged, or compromised in any other manner, the Chief Steward may reject it.
- B. When product is found to be nonconforming or damaged, or otherwise suspect, the Chief Steward shall notify the Port Stewards office. The Port Stewards office will notify the Contractor and the course of action to be taken will be determined.
- C. In the event an item is rejected, the Contractor will pick up the rejected product or give instructions as to what to do with the rejected product. Credit due to the ordering vessel as a result of the rejected product being returned, will be sent to the Port Stewards office who will forward the request to the Contractor. In

all cases one (1) copy of the credit memo is to be given to the Chief Steward and (1) copy of the credit memo, along with the original invoice is to be sent to the Port Stewards office for approval and coding.

- D. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Contractor from responsibility, nor impose liability on any of the Chief Stewards aboard each vessel.
- E. Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribe temperatures, may be rejected without further inspection.

24. AUTHORIZED RETURNS:

- A. The Contractor shall accept returns, with no charge, under the following conditions:
 - 1) Products shipped in error
 - 2) Products damaged in shipment
 - 3) Products with concealed or latent damage
 - 4) Products that are recalled
 - 5) Products that do not meet shelf life requirements
 - 6) Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
 - 7) Products delivered in unsanitary delivery vehicles
 - 8) Products delivered that fail to meet the minimum/maximum specified temperature
 - 9) Quantity excess as a result of order input error
- B. Any other condition not specified above that is deemed a valid reason for return.
- C. Any product delivered in error by the Contractor must be picked up on the next delivery day after notification from the Port Stewards office.
- D. The Contractor will issue credit for returns within twenty (20) working days after the request.

25. CASE WEIGHT AND PALLETIZING REQUIREMENTS: Total case weight may not exceed 60 pounds. Bids for case weights in excess of 60 pounds will be considered nonresponsive. Pallet heights shall not exceed six feet (6') in total height. Dry, chill and frozen product delivered to vessels in Southeast and Southwest is preferred on separate pallets. Dry, chill and frozen product delivered to vessels in Bellingham, WA shall be on separate pallets

26. LINE ITEM BID PRICES: Bidders may submit only one (1) bid price for each item listed in the Bid Schedule. Multiple bid prices shall result in the entire bid being declared non-responsive pursuant to 2AAC 12.830. The bid price for each line item shall be calculated by adding together the Unit Invoice Cost and the Unit Management Fee. This sum shall be called the Composite Unit Price. The Composite Unit Price shall be multiplied by the Estimated Usage to obtain the extended line item bid price.

27. ROUNDING:

- A. All bid prices shall be rounded to the nearest cent before calculating the extended line item price. All Composite Unit Prices used during the conduct of the contract shall be rounded to the nearest cent.
- B. For purposes of calculating changes in the Unit Freight Cost due to changes in the Freight Index, when the unit Shipping Weight is less than 1 pound, all significant calculations shall rounded to no more than 4 decimal places, and the changed Unit Freight Cost shall be rounded to the nearest cent.

- C. For purposes of calculating changes in the Unit Management Fee due to changes in the Freight Index, when the unit Shipping Weight is one (1) pound or more, all significant calculations shall be rounded to no more than 2 decimal places, and the changed Unit Management Fee shall be rounded to the nearest cent.

28. REBATES / DISCOUNTS:

- A. All rebates and discounts shall be given in the form of a deviated price.
- B. Rebates and discounts are to be returned to AMHS when they are directly attributable to sales resulting from orders exclusively submitted by AMHS. Additionally, any rebates and discounts offered to any commercial customer or other governmental organization shall be returned to AMHS in the form of an up-front price reduction (resulting in a lower delivered invoice price), or lump sum reimbursement if returned to AMHS.
- C. The Contractor shall be as aggressive as possible in pursuing all rebates, including mail in coupons and discounts for AMHS. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that AMHS will receive rebates and discounts equal to or better than the offeror's most favored commercial or other government customer.
- D. A rebate report shall be provided to the Port Stewards Office on a monthly basis. This report shall be a break out of all rebates by manufacturer, then sorted by vessel
- E. The Contractor will have the rebate program setup within sixty (60) days of the contract start date.

29. FOOD SHOWS:

- A. AMHS will actively participate in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by AMHS with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.
- B. The Contractor will notify the AMHS Port Stewards office of all Food Shows scheduled throughout the course of the contract period, sixty (60) days prior to the show. This includes Annual Shows, as well as Regional and/or Mini Food Shows. AMHS reserves the right to participate.
- C. Approximately one (1) week prior to the food show, the Contractor shall furnish the Contracting Officer and the Port Stewards with the following information:
 - 1) List of brokers/manufacturers attending the Food Show.
 - 2) Map showing the locations of booths.
 - 3) Effective period of the allowances.
 - 4) Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked. Food Show Allowances must be passed on to the vessels directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame.

30. CUSTOMER SERVICE: The Contractor shall treat each and every vessel covered under this contract as one of its best customers. Therefore, any treatment and /or customer service policy given to other essential accounts shall also be given to the vessels covered under this contract.

At a minimum, four (4) visits per year to vessels while in-port and in-service under contract are required to provide product preparation and nutritional information, address any concerns the vessels may have, and introduce new items that have been pre-approved by the Port Stewards office.

31. CUSTOMER SUPPORT: The Contractor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with the Port Stewards office. The name of the representative and the phone number, beeper number, email address, cell phone, or any other method of communication with the representative, shall be furnished to the Port Stewards office after award. It is strongly preferred that a toll free number be provided.

32. ORDERING PROCEDURES:

- A. Prices will be updated weekly and price at time of order will be the price at time of receipt. The Port Steward office will monitor price trends and ensure any gross variations are justified by market conditions.
- B. Weekly orders are faxed/emailed to the Port Stewards office for approval and then forwarded to the Contractor. Orders should be submitted one week prior to the scheduled delivery date; however, requests 24 hours prior to scheduled delivery may be honored for those items established as inventory items for AMHS.
- C. Contractor shall confirm receipt of weekly orders by email to hakan.sebcioğlu@alaska.gov within six (6) hours of receipt of order. Contractor will review orders and notify the Port Stewards office of Not-In-Stocks or gross quantity variations within four hours of receipt of order and will provide electronic or phone notification that the order was received.
- D. Mandatory; the Contractor shall not combine multiple vessel orders. All deliveries and invoices will be vessel specific, to include chill, freezer and dry.

33. COMMERCIAL ELECTRONIC ORDERING SYSTEM:

- A. Within 120 days of the contract start date, the Contractor shall furnish Port Steward's office in Ketchikan and Juneau, and each vessel, the necessary software and/or hardware to perform ordering. When Contractor-owned software is furnished, it needs to be compatible with Windows XP operating system and Oracle Database. The Contractor shall be responsible for its installation and maintenance. Any reports produced from this system must be Open Database Connectivity (ODBC) compliant. All such software shall remain the property of the Contractor and will be returned to the Contractor at the conclusion of the contract.
- B. The Contractor shall be responsible for providing on-site customer training on the use of the commercial system. Furthermore, the Contractor shall be responsible for providing training materials, i.e. user manuals, etc. to the customer.
- C. Any emergency service or repair calls shall be made on an unlimited basis at no additional cost to the Government. Upon receipt of notice that any part of the Contractor-owned equipment is not functioning properly, the Contractor shall, within twenty-four hours after notification by the State, furnish a qualified representative to inspect the equipment to normal and efficient operating condition. If repair is not feasible, the Contractor shall provide a replacement at no cost. By either repair or replacement, the ordering facility shall not be without an on-line order entry system for more than forty-eight hours.
- D. The ordering system shall have the capability of printing a confirmation order at the ordering activity. As a minimum, the confirmation shall include the time identification, quantity to be delivered, unit of issue, delivered price and delivery order number.

34. UTILIZING BAR CODING: AMHS would prefer to utilize bar coding for verifying item number, pack size, brand, description, cost, date and point of delivery. AMHS would like the ability to scan an entire pallet via one bar code or by using a pallet map. Within 120 days of the contract start date, the Contractor shall furnish Port Steward's office a roll out plan to allow the fleet to utilize bar coding.

35. SEAFOOD ORIGIN REQUIREMENTS: *All seafood products must be Wild Alaskan/Pacific caught. Farmed fish products will not be accepted.*

SEC. 2.11 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.12 ACCESSORIES

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

SEC. 2.13 PARTS BOOKS AND MAINTENANCE MANUALS

Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

SEC. 2.14 REQUIRED MANUALS AND HARDWARE

The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

SEC. 2.15 PACKAGING

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

SEC. 2.16 WARRANTY

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least five years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the State. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SEC. 2.17 WORKMANSHIP & MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The State will reject any

item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

SEC. 2.18 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. There are no brand specific items listed in this ITB.

SEC. 2.19 INSPECTION

Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.20 ALTERATIONS

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

SEC. 2.21 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.22 ITEM UPGRADE

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 2.23 DELIVERY

Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within allowable number of calendar days after the receipt of an order. Bids that specify deliveries in excess of the allowable number of calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

SEC. 2.24 DELIVERY TIME

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

SEC. 2.25 DELIVERY CONFIRMATION

Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

SEC. 2.26 ADVANCED NOTICE OF DELIVERY

The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

SEC. 2.27 F.O.B. POINT

Deliveries shall be F.O.B. destination to all ordering vessels. All items will be delivered to vessel location, free of damage, with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the delivery point. Deliveries shall be scheduled in accordance with the AMHS Ferry schedule.

Deliveries shall be made approximately one (1) time per week to each vessel, unless the Contractor and the Port Stewards office agree upon more frequent deliveries. Saturday, Sunday, and Holiday deliveries may occasionally be necessary.

Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

Note: Southeast and southwest delivery schedules are historical and are based on current AMHS vessel schedules. AMHS reserves the right to change vessels on specific runs.

A. Southeast Vessels

- i. **Bellingham, Washington:** At all times of the year AMHS runs at least one ship to Bellingham, Washington year round. The vessel traveling to Bellingham will take delivery of food and related items in Bellingham, Washington port once each week (historically on Fridays). The order for this vessel will be submitted to the Contractor by Tuesdays 4:00 PM, and the delivery shall be made on Friday.
- ii. **Ketchikan, Alaska:** The feeder vessel that runs out of Ketchikan, Alaska will take delivery of food and related items in Ketchikan once each week. The Ketchikan vessel will submit its order on Mondays or Tuesdays, and allowing for barge time, the delivery will be made the following week. The orders will always be placed a week ahead of the delivery date.
- iii. **Juneau, Alaska:** The other mainline vessels and the Northern Panhandle feeder vessel will take delivery of food and related items in Juneau once each week. Orders will be placed during the early part of the week (between Monday mornings and Tuesdays at noon), and will be delivered the following week.
- iv. **Shipyard:** When AMHS vessels are in shipyards in Washington State; Portland, Oregon or Ketchikan, Alaska the Contractor may be required to make one (1) delivery to the vessel before the vessel departs the shipyard to return to service. These orders will be placed at least one calendar week before the delivery dates required. The Contractor and AMHS will agree upon details for deliveries on a case by case basis. Prices will be based on the geographical closest F.O.B. point plus freight costs to the shipyard location.

B. Southwest Vessels

- i. **Homer, Alaska:** For approximately ten (10) months of the year the M/V Tustumena runs to Homer, Alaska. The vessel will take delivery of food and related food items in Homer once each week. The orders for that vessel will be submitted to the Contractor by Tuesdays 11:00 AM, and the deliveries will be made approximately ten (10) calendar days later (historically on Thursdays).
- ii. **Valdez, Alaska:** For approximately nine (9) months of the year the M/V Aurora runs to Valdez, Alaska. The vessel will take deliveries of food and food related items in Valdez once each week. The orders for that vessel will be submitted to the Contractor by Tuesdays 11:00 AM, and the deliveries will be made approximately ten (10) calendar days later (historically on Fridays).
- iii. **Cordova, Alaska (At AMHS Option):** At times, depending on vessel schedule, this port may be used. In the event AMHS operates the Cordova route the vessel will take deliveries of food and food related items in Cordova once each week. The orders for that vessel will be submitted to the Contractor by Tuesdays 11:00 AM, and the deliveries will be made approximately ten (10) calendar days later (historically on Fridays).
- iv. **Kodiak, Alaska:** At times, depending on vessel schedule, this port may be used. Kodiak could be used by M/V Tustumena and/or M/V Kennicott on occasion. The vessel will take deliveries of food and food

related items in Cordova once each week. The orders for that vessel will be submitted to the Contractor by Tuesdays 11:00 AM, and the deliveries will be made approximately ten (10) calendar days later (historically on Fridays).

- v. **Shipyard:** When AMHS vessels are in shipyards in Seward, Alaska the Contractor may be required to make one (1) delivery to the vessel before its departure from the shipyard to return to service. These orders will be placed at least ten (10) calendar days before the delivery date required.

SEC. 2.28 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.29 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.30 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.31 ESTIMATED QUANTITIES

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.32 UNIT INVOICE COST ADJUSTMENTS

The price of items listed in the bid schedule shall remain fixed for the first seven (7) days of the contract period. Thereafter, weekly price increases and decreases may be allowed based on the Cost Change Approval Procedure, item 10 in Section 2.10 specifications of this ITB on page 14. However, no price increases shall be permitted on orders received by the Contractor, which are in process, or filled but awaiting shipment prior to the general published list price increases.

SEC. 2.33 MANAGEMENT FEE PRICE ADJUSTMENT

The contract Unit Management fees less Freight Index may be adjusted as set out herein:

Consumer Price Index (CPI): Contract Unit Management fees will remain firm through March 31, 2022.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (July through December 2021); and each (July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 2.34 FREIGHT PRICE ADJUSTMENT

The contract Unit Freight Cost may be adjusted as set out herein.

Means the dollar difference between Alaska Marine Lines tariff 307, item number 2401 (Dry foodstuffs), for a 36,000 lb. minimum shipment in a 40 foot container shipped from Seattle to Juneau via Alaska Marine Lines which was in existence one month prior to the commencement date of the contract and the same tariff which is in effect at the time of the request for a Unit Freight Cost change.

The dollar change is calculated under the following formulas and calculations are then used together with the shipping weight to change the Unit Freight Cost for a given item:

Formula:

$$[(F_c - F_b) \times FRC] \times USW + UM_{Fo} = UM_{Fn}$$

Where: Fc = Current freight rate
 Fb = Freight rate at the beginning of the contract
 FRC = Freight Rate Conversion factor, necessary to convert rate to a rate per pound
 USW = Unit Shipping Weight, expressed in pounds.
 UM_{Fo} = The original Unit Freight Cost offered in this Invitation to Bid
 UM_{Fn} = The new Unit Freight Cost

Example: The new AML rate is \$120 per cwt for 36,000 lb. shipment in a 40 foot container. The Unit Freight Cost offered by the bidder at the beginning of the contract, for a unit of this item was \$20.00. The Unit Shipping Weight is 5 pounds. The rate in effect at the beginning of the contract was \$100.00 per cwt.

Therefore: Fc = \$120.00
 Fb = \$100.00
 FRC = .01
 USW = 5
 UM_{Fo} = \$20.00
 Solve for UM_{Fn};

Step 1 $[(\$120.00 - \$100.00) \times .01] \times 5 + \$20.00 = UM_{Fn}$
 Step 2 $[\$20.00 \times .01] \times 5 + \$20.00 = UM_{Fn}$
 Step 3 $[\$.20 \times 5] + \$20.00 = UM_{Fn}$

Step 4 \$1.00 + \$20.00 = UMF_n

Step 5 \$21.00 = UMF_n

The new Unit Freight Cost is \$21.00

SEC. 2.35 PRICE DECREASES

During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SEC. 2.36 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.37 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.38 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SEC. 2.39 USAGE REPORTS

At the end of each month, the Contractor shall provide AMHS with written usage reports showing the quantity of each line item sold. These reports shall be cumulative for a one (1) month period and submitted no later than the tenth day of the following month; for example, reporting period of January 1 through January 31, reports must be received by February 10.

Annual reports will be based on the State of Alaska Fiscal Year, from July 1 through June 30.

All reports shall be prepared using Microsoft Excel with year to date totals and each vessel usage on a separate worksheet. The report shall be prepared as prescribed below;

- A. **Monthly Usage**: by line item, per vessel.
- B. **Total Monthly Usage**: by line item, for all vessels, combined.
 - i. Monthly and total monthly usage reports (A & B) shall be sorted by line item; each line to contain at a minimum: AMHS stock number, Item description, pack or size, brand description, quantity ordered and total dollar value of units shipped. Dollar amounts will be totaled.
- C. **Year to Date Usage**: by line item, by vessel and in total.
 - i. Year to date usage report shall be sorted by line item; each line to contain at a minimum: AMHS stock number, item description, pack or size, brand description, quantity ordered, original contract price, current contract price, and total dollar value of units shipped. Dollar amounts will be totaled.
- D. **Year to Date Usage**: by line item, by F.O.B. Point and in total.
- E. **Fill Rate Report**: The fill-rate is calculated by dividing the number of cases accepted by the vessel by the number of cases ordered. Miss picks and damaged cases should not be included in this calculation. This report should reflect the rates with and without substitutions. The report should specify fill rates per vessel and an overall average for the month.
- F. **General Rebates**: Listing each vessel and the rebate amount shall summarize all rebates that have been passed along to the vessels via off-price reductions or that are due to each vessel. Also include the manufacturer offering the rebate and the product usage. The total shall be per vessel and in total for all vessels
- G. **Food Show Rebates**: This report will show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per vessel and per manufacturer. The total should be per vessel.
- H. **Price Change Report**: Each week, the Contractor shall provide a (see "COST CHANGE APPROVAL PROCEDURE"). This report will list all requested changes to the Composite Unit Price resulting from changes in the Unit Invoice Cost or Unit Management Fee. In the event that prices go down, AMHS expects to receive the benefit of the decrease and these decreases will be reflected in the weekly report.

Failure to provide the required written reports in the time specified may be cause for termination of the contract by AMHS.

SEC. 2.40 MANDATORY VOLUME REPORTING

Within thirty (30) calendar days prior to the expiration date of each one-year term of the contract, the Contractor must furnish a volume report of the past year's use by F.O.B. destination. The report must identify each item found on the Bid Schedule and accurately state the number of each item purchased by F.O.B. destination. The report must be submitted electronically in MS Excel format and emailed to the procurement Officer of record. The Contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

SEC. 2.41 ESTIMATED ANNUAL USAGE

Estimated Statewide annual usage is approximately

Bellingham	\$1,098,459
Cordova	\$90,852
Homer	\$311,448
Juneau	\$854,690
Ketchikan	\$682,328
Seward	\$56,435
Valdez	\$191,997
Grand Total	\$3,286,208

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 INVOICES

The Contractor shall invoice AMHS in the following format. Invoices that are not prepared in this format shall be rejected. For the purpose of calculating late payment charges, if applicable, only the date on the earliest correct, legible invoice, using the approved format shall be used.

- A. The Contractor shall conform to AMHS's invoicing requirements, including changes in those requirements, throughout the life of the contract.
- B. The Contractor shall sort invoices in the same sequence as the AMHS food-order guide.
- C. The Contractor shall only invoice for items that are delivered to the vessel. Items that arrive later than the normal scheduled delivery time will be invoiced separately.
- D. The Contractor shall not combine separate purchase transactions or separate vessels on a single invoice.
- E. The approved invoice format is as follows: each line item on the invoice shall contain the following information at the minimum, listed in separate columns. Required dates and names can be listed once as header information on the invoice to avoid unnecessary repetition in the detail lines of the invoice.
 - i. The Contractor's identification number.
 - ii. Invoice Date
 - iii. Invoice Number
 - iv. The Name of the ordering Vessel.
 - v. AMHS Item Number (List of invoice by this item number)
 - vi. The quantity of the line item ordered (called the Quantity Ordered).
 - vii. The quantity of the line item actually delivered (called the Quantity Shipped).
 - viii. The pack size of the line item.
 - ix. Brand Name
 - x. A brief description of the contract line item sufficient to differentiate the line item from other similar line items on the invoice listing.
 - xi. The Contractor's Composite Unit Price for the line item, according to the contract price in effect at the time of the order.
 - xii. The Extended Line Item Price calculated by multiplying the Composite Unit Price by the Quantity Delivered column.
 - xiii. The date of delivery of the order to the final destination.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.06 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.07 LOCAL AGRICULTURE AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who

qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.11 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items and all locations.

SEC. 4.13 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 BRAND AND MODEL OFFERED

Lot 9 is brand specific with no substitutions allowed. For all other lots, when brand names and model numbers are used to specify the type and quality of the goods desired (“or equivalent”), bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive and reject the bid.

SEC. 5.07 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.08 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.09 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 5.10 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.12 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.13 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.15 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.16 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.17 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 5.18 CONSUMER ELECTRICAL PRODUCT

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

SEC. 5.19 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon thirty (30) calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.21 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.22 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.23 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- Bid Schedule – Electronic Attachment (Microsoft Excel file)
- Bid Schedule Instructions – Attachment #1
- Guaranteed Delivery By Location – Attachment #2
- Alaska Preference Certification Form –Attachment #3
- Bid Response Checklist – Attachment #4

BID SCHEDULE INSTRUCTIONS

Bidders must complete and return the electronic copy of the Bid Schedule provided with this ITB. The Bid Schedule must be submitted as either one (1) CD or one (1) thumb drive along with the bid. Failure to provide an electronic copy of the bid schedule with their bid may result in an offeror's bid being rejected as non-responsive.

Bid Schedule Instructions:

Offerors will enter the following information in the corresponding column cells highlighted in yellow:

Column C: Offered Product's Item Number;

Column G: Offered Product's Brand Name;

Column H: Offered Product's Shipping Weight;

Column I: Offered Product's Point of Invoice;

Column J: Offered Product's Price per Pound; and

Columns L through R:

- a. Offered Product's Unit Invoice Cost by Delivery Location;
- b. Offered Product's Unit Management Fee by Delivery Location; and
- c. Offered Product's Unit Freight Cost by Delivery Location

Offered Product's Delivery Location's that are blacked out on the Bid Schedule do not require the corresponding product, therefore do not require offeror completion.

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

Quantities listed on the bid schedule are for evaluation purposes only. They are based on historical orders, however, they do not reflect a minimum or maximum order by the State.

GUARANTEED DELIVERY BY LOCATION

(BIDDERS MUST COMPLETE THE FOLLOWING AND RETURN WITH THEIR BID. Failure to include this form with your bid may cause your bid to be found non-responsive and rejected)

Bellingham, Washington Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of four (4) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

Ketchikan, Alaska Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of ten (10) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

Juneau, Alaska Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of ten (10) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

Homer, Alaska Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of eleven (11) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

Cordova/Valdez, Alaska Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of eleven (11) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

Seward, Alaska Guaranteed Delivery: _____ calendar days after receipt of order. (Bids which specify deliveries in excess of eleven (11) calendar days after the receipt of an order will be considered nonresponsive and the bids will be rejected.)

ORDERING ADDRESS:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Toll Free: _____

Email: _____



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.						
1.	2.	3.	4.	5.	6.	

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
☐ YES ☐ NO
 If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)
- 2) Is your business submitting a bid under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
☐ YES ☐ NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid per [AS 36.30.990\(2\)\(C\)](#)?
☐ YES ☐ NO
 If YES, please complete the following information:

A. Place of Business

Street Address: _____

City: _____

ZIP: _____

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. Incorporated or qualified to do business under the laws of the state?

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

B. A sole proprietorship AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. A limited liability company organized under AS 10.50 AND all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: _____

D. A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?

☐ **YES** ☐ **NO**

Please identify each partner by name: _____, _____,

_____, _____, _____

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of _____
and all information on this form is true and correct to the best of my knowledge. (Business Name)

Printed Name _____

Title _____

Date _____

Signature _____

BID RESPONSE CHECKLIST:

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

BID RESPONSE CHECKLIST ITEMS:

- Completed ITB -Page 1
- Section 1.03 Prior Experience –Written Statement addressing how the prior experience minimums are met or exceed – Page 5
- Conflict of Interest Statement –Page 7
- Completed Bid Schedule – **Electronic Attachment** –submitted with bid as either one (1) CD or one (1) thumb drive
- Completed Guaranteed Delivery By Location – Attachment #2, ITB page 41
- Alaska Preference Certification Form (if applicable)– Attachment #3, ITB Pages 42-44
- All Mandatory Return Amendments