

STATE OF ALASKA

INVITATION TO BID (ITB)



TITLE: Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

ITB # 2521S044

DATE ITB ISSUED: FEBRUARY 16, 2021

This Invitation to Bid (ITB) is intended to result in

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.

Cherish Petrenchak Procurement Officer	1) _____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	2) _____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 465-8447 TDD: (907) 465-3124 Email: cherish.petrenchak@alaska.gov	3) _____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	4) _____ DATE	5) _____ TELEPHONE NUMBER
6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)	7) _____ FEDERAL TAX ID NUMBER	8) _____ E-MAIL ADDRESS

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

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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 beverages to be delivered to various locations within Alaska, on an as-needed basis for the Alaska Marine Highway System (AMHS). The AMHS reserves the right to introduce new beverages. The contractor's vending and dispersing machines will not be used to disperse products not procured by this contract.

A current contract for the items and services listed in this ITB is 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 12:00 PM Alaska Time on March 8, 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

No specific minimums have been set for this ITB.

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: Cherish Petrenchak
EMAIL: cherish.petrenchak@alaska.gov

PHONE: 907-465-8447
FAX: 907-465-3124

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SEC. 1.06 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, 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: Cherish Petrenchak
Invitation to Bid (ITB) Number: 2521S044
ITB Title:

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: Cherish Petrenchak
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;

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- 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.

SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 PRE-BID CONFERENCE

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

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers**SEC. 1.12 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. 1.13 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. 1.14 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. 1.15 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		02/16/21
Deadline for Receipt of Bids / Bid Opening		03/10/21
Bid Evaluations Complete		03/12/21
Notice of Intent to Award		03/12/21
Contract Issued		03/24/21

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. 1.16 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. 1.17 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.

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SEC. 1.18 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. 1.19 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.

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SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT PERIOD

The length of the contract will be from the date of award, approximately April 24, 2021 through March 31, 2022, with the option to renew for one (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;

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- 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

Fountain Dispensers

Within fifteen (15) days of contract award, Contractor will submit to Passenger Services a detailed schedule outlining the scheduled rollout of the fountain dispensers. Vessels outlined on page 17 shall have their fountain dispensers installed within forty-five (45) days of contract award. SE vessels shall have equipment installed in Juneau, TUSTUMENA's fountain dispenser shall be installed in Homer, AURORA shall have their dispensers changed out in Valdez.

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Removal of Existing Equipment

Successful Contractor shall be required to remove any existing equipment and store on the car deck of the vessel where it will be returned to the previous contractor. If necessary, successful vendor may be required to ride onboard to complete the removal and installation of equipment, which will need to be completed at night when the food service lines and work spaces are closed. AMHS will provide free passage, meals and a space available stateroom.

CONTRACTOR PERFORMANCE

MAINTENANCE: Successful Contractor will be responsible for all maintenance and up keep of vending machines and fountain dispensers provided in this contract. Contractor will have twenty-four (24) hours to respond to any maintenance calls on the vessels.

Contractor shall provide to Passenger Services one (1) email address for AMHS to submit all service call requests. Email requests for service will be the primary means of requesting service. Contractor shall also provide an in State telephone number for services requests as a secondary means of contact. Preventative maintenance will be performed twice annually on all installed equipment.

ORDERS: AMHS will order product weekly, typically on Mondays or Tuesdays, for delivery the following week, no more than 10 days after order placement. Contractor shall provide to Passenger Services one (1) central email address and fax number for receipt of weekly orders on a form provided by AMHS. Contractor shall be responsible to ensure that these orders are transmitted to the various delivery locations in the State as outlined on page 12 and page 18.

USAGE REPORTS: Every ninety (90) calendar days, the Contractor must furnish to the State a usage report. The reports must follow the format of the bid schedule and must accurately state the actual use of the line items by description and stock number per vessel for all vessels for the period, including totals. Reports shall be in Excel spreadsheet format and may be delivered by email to AMHS Passenger Services. A Contractor's failure to provide this information in a timely manner shall be considered nonperformance.

VENDING MACHINES: Contractor will provide three (3) keys for each machine. On vessels with more than one vending machine, machines will be keyed to the same key. Vending machines will have both coin and bill acceptors. Vending machines will have electronic counters that will track total number of vends and vends for each selection. Counters will be resettable. Machine will have the capability to price each selection separately.

The vending machines listed below are to be provided by the Contractor under this contract. AMHS requests brand new vending machines of the largest capacity type vending machines as practical onboard each ship.

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- Self- service soda pop machine with bill acceptor, 12 ounce or greater cans, or plastic bottles only, NO glass bottles Brand: Dixie Narco 501 or equivalent
- Self- service soda pop machine with bill acceptor, 12 ounce or greater cans, or plastic bottles only, NO glass bottles Brand: Dixie Narco 276 or equivalent
- Self- service soda pop machine with bill acceptor 12, ounce or greater cans, or plastic bottles only, NO glass bottles Brand: Dixie Narco 180 or equivalent

Minimum number of vending machines for each ship:

- M/V COLUMBIA 3 each
- M/V MATANUSKA 2 each
- M/V MALASPINA 3 each
- M/V LECONTE 1 each
- M/V TUSTUMENA 2 each
- M/V KENNICOTT 3 each
- M/V AURORA 1 each

FOUNTAIN DISPENSERS: AMHS is seeking the delivery of beverages through Contractor provided and installed fountain dispenser system. Depending on the vessel, this fountain dispenser shall be mechanically or ice cooled counter-top unit with a six (6) head dispenser. All revenues generated by fountain drink sales will belong to AMHS. AMHS will agree to only purchase fountain bibs from the successful Contractor and sell these items in the vendor-supplied fountain dispensers during the term of the contract and any renewals.

The State reserves the option to add fountain dispensers to the vessel's bar locations if they are reopened in the future. Current vessels with closed/non-operational bar locations are COLUMBIA, MATANUSKA, MALASPINA, and KENNICOTT.

Fountain dispensers shall be installed on the following vessels:

M/V COLUMBIA	BIB STORAGE SYSTEM SERVING TWO DISPENSER LOCATIONS (DINING ROOM, CAFÉ CREW MESS)
M/V MALASPINA	ONE FOUNTAIN DISPENSERS; ONE IN CAFÉ
M/V MATANUSKA	ONE FOUNTAIN DISPENSERS; ONE IN CAFÉ
M/V KENNICOTT	TWO FOUNTAIN DISPENSERS; ONE IN CAFÉ, ONE IN CREW MESS
M/V TUSTUMENA	ONE FOUNTAIN DISPENSER IN DINING ROOM

DELIVERY: Delivery of requested product shall be made the week after receipt of the order, no later than ten (10) days following receipt of the order.

Listed below are the four (4) major delivery points desired by AMHS:

AMHS Auke Bay Terminal

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Main Storage Shed or Warehouse Juneau, Alaska 99801	AMHS Homer Terminal 4690 Homer Spit Road Homer, Alaska 99603	AMHS Valdez Terminal 520 Ferry Way Valdez, Alaska 99686
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AMHS
Ketchikan Terminal
3501 Tongass Ave.
Ketchikan, AK

The following are minor delivery points where delivery may occasionally be required:

AMHS Ketchikan Warehouse 3423 Tongass Avenue Ketchikan, Alaska 99901	AMHS Bellingham 365 Harris Avenue Bellingham, Washington 98225	Vigor Shipyard 5555 N Channel Ave Portland, OR 97217
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Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers**SEC. 2.11 F.O.B. POINT**

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. 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.

SEC. 2.12 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. 2.13 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. 2.14 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. 2.15 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. 2.16 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. 2.17 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.

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

SEC. 2.18 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. 2.19 BRAND AND MODEL OFFERED:

Unless otherwise specified, when brand names and product names are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and products they intend to provide. The bidder's failure to identify the brand and product offered will cause the state to consider the offer non-responsive and reject the bid.

SEC. 2.20 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. 2.21 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. 2.22 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. 2.23 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. 2.24 DELIVERY

Bidders must 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 ten (10) calendar days after the receipt of an order. Bids that specify deliveries in excess of ten (10) calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

SEC. 2.25 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).

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SEC. 2.26 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. 2.27 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. 2.28 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 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Consumer Price Index (CPI): Contract prices 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

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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. 2.33 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. 2.34 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. 2.35 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. 2.36 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

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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. 2.37 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. 2.38 ESTIMATED ANNUAL USAGE

Estimated Statewide annual usage is approximately \$175,000.00

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SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS - INVOICES

Invoices shall be submitted monthly for services provided and shall include an itemized statement, in triplicate, Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

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 VESSEL LAYUP// VESSEL SERVICE LAYUP/ REMOVAL OF VESSELS FROM SERVICE:

AMHS may under their Operating Plan, puts vessels covered under this contract in a Layup status. The AMHS Project Manager will notify the Contractor when vessels in Layup will not require service under this contract, which Service Tasks those will be and the duration of each Vessel Service Layup. The AMHS Project Manager will notify the Contractor when to commence Service Tasks again following each Vessel Service Layup.

The AMHS Project Director will notify the Contractor, should any of the vessels covered under this contract be permanently removed from revenue service and no longer require that any of the Service Tasks under this contract be performed.

SEC. 3.04 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.

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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.

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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.

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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

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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 shall be made to the lowest responsive and responsible bidder for each lot. Vendors must bid all items within the lot for their bid to be considered responsive. There are two (2) Lots. The lowest responsive and responsible bidder by location will be issued a notice of intent to award.

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.

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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.

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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.

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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.

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

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.

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

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.

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

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."

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule
- 2) Preference Certifications Form
- 3) Bid Response Checklist

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

BID SCHEDULE Attachment 1

BIDDER'S INFORMATION:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Toll Free: _____

Email: _____

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers**BID SCHEDULE-Attachment 1**

Item No.	Description/ Location	Qty.	Unit	Unit Price	Extended Price
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SODA– LOT 1 SE

1.	Coke/Pepsi, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
2.	Diet Coke/Pepsi, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Cases	\$	\$
3.	7Up/Sprite, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
4.	Diet 7Up/Sprite, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
5.	Dr. Pepper/Mr. Pibb, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
6.	Diet Dr. Pepper/Mr. Pibb, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

7.	Root Beer, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
8.	Orange Soda, 12 oz. Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
9.	Mountain Dew/Mellow Yellow, 12 oz.Can				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$

BID SCHEDULE-Attachment 1

Item No.	Description/ Location	Qty.	Unit	Unit Price	Extended Price
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JUICES– LOT 1 SE

10.	Orange Juice <u>11.5 oz. Can</u>				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
11.	Ruby Red Grapefruit Juice, 15.2 oz.				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
12.	Apple Juice, <u>11.5 oz. Can</u>				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

13.	Apple/Cranberry/Raspberry 15.2 oz. bottle				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
14.	Cranberry/Grape 15.2 oz. bottle				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
Item No.	Description/Location	Qty.	Unit	Unit Price	Extended Price

BIDSCHEDULE (cont.) –Attachment 1**OTHER – LOT 1 SE**

15.	Bottled Water, 20 oz. Bottle				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
16.	Cold cups & lid, 12 oz.				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
17.	Cold cups, 16 oz.				
	• Bellingham, WA	10	Case	\$	\$
	• Ketchikan, AK	10	Case	\$	\$
	• Juneau, AK.	10	Case	\$	\$
	• Portland, OR	10	Case	\$	\$
18.	Cold cup lid, 16 oz.				
	• <u>Bellingham, WA</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>
	• <u>Ketchikan, AK</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>
	• <u>Juneau, AK.</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>
	• <u>Portland, OR</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers**BID SCHEDULE-Attachment 1**

Item No.	Description/ Location	Qty.	Unit	Unit Price	Extended Price
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BIBS – LOT 1 SE-Attachment 1

19.	Coke/Pepsi, 2.5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
20.	Diet Coke/Pepsi, 2.5 Gallon Bib				
	Bellingham, WA	10	Each	\$	\$
	Ketchikan, AK	10	Each	\$	\$
	Juneau, AK.	10	Each	\$	\$
	Portland, OR	10	Case	\$	\$

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers

BID SCHEDULE (cont.) –Attachment 1

Item No.	Description/ Location	Qty.	Unit	Unit Price	Extended Price
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BIBS – LOT 1 SE

21.	7Up/Sprite, 2.5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
22.	Root beer, 2.5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
23.	Orange soda, 2.5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
24.	Dr. Pepper/Mr. Pibb, 5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
25.	Ice Tea Lemon/ <u>Raspberry</u> , 2.5 Gallon				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$
26.	Ice Tea Unsweet, 2.5 Gallon Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$

Soft Drinks, Juices and Bottled Water with Vending Machines and Soda Fountain Dispensers**BID SCHEDULE (cont.) Attachment 1*****BIBS – LOT 1 SE***

27.	Tonic Water, <u>1.5 Gallon</u> Bib				
	• Bellingham, WA	10	Each	\$	\$
	• Ketchikan, AK	10	Each	\$	\$
	• Juneau, AK.	10	Each	\$	\$
	• Portland, OR	10	Case	\$	\$

BID SCHEDULE (cont.) Attachment 1**LOT NO. 2 SW**

Item No.	Description/ Location	Qty.	Unit	Unit Price	Extended Price
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JUICES–LOT 2 SW

10.	Orange Juice 11.5 oz. Can				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
11.	Ruby Red Grapefruit Juice, 15.2 oz. bottle				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
12.	Apple Juice, 11.5 oz. Can				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
13.	Apple/Cranberry/Raspberry 15.2 oz. bottle				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
14.	Cranberry/Grape 15.2 oz. bottle				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$

OTHER – LOT 2 SW BID SCHEDULE (Cont.)

15.	Bottled Water, 20 oz. Bottle				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
16.	Cold cups & lid, 12 oz.				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$

17.	Cold cups, 16 oz.				
	• Homer, AK	10	Case	\$	\$
	• Valdez, AK	10	Case	\$	\$
18.	Cold cup lid, 16 oz.				
	• <u>Homer, AK</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>
	• <u>Valdez, AK</u>	<u>10</u>	<u>Case</u>	<u>\$</u>	<u>\$</u>

GRAND TOTAL EXTENDED PRICE LOT NO. 1 \$ _____**GRAND TOTAL EXTENDED PRICE LOT NO. 2 \$ _____**

Indicate, in the space provided under "Guaranteed Delivery", 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 ten (10) calendar days after the receipt of an order. Bids, which specify deliveries in excess of ten (10) calendar days after the receipt of an order, will be considered non-responsive and the bids will be rejected.

GUARANTEED DELIVERY: _____ () calendar days after receipt of order Deliveries in excess of ten (10) calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

Attachment 2

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 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: Attachment 3

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

BID RESPONSE CHECKLIST ITEMS:

- Completed ITB -Page 1
- Conflict of interest Statement –Page 7
- Alaska Preference certification –Pages 44-46
- Completed Bid Schedule Pages 35 - 43

***Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required as a deliverable.**

- All mandatory return Amendments