



**STATE OF ALASKA**  
Department of **Labor and Workforce Development**  
Division of **Administrative Services**  
**1111 West 8<sup>th</sup> Street**  
**Juneau, AK 99801**

## **Informal Request for Proposals (IRFP)**

**IRFP #721DVR7002**

Date of Issue: **September 23, 2020**

Title and Purpose of IRFP:

### **Vending Machine Service – Bethel**

Offerors Are Not Required To Return This Form.

**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 in this document to receive notification of subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**Brad Waldron**  
**Procurement Officer**  
**Department of Labor and Workforce Development**  
Phone: (907) 465-4024  
Fax: (907) 465-2107  
Email: [brad.waldron@alaska.gov](mailto:brad.waldron@alaska.gov)

## **Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals**

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Labor and Workforce Development  
Division of Administrative Services  
Attention: Brad Waldron  
Informal Request for Proposal (IRFP) Number: 721DVR7002  
Project name: Vending Machine Service – Bethel  
P.O. Box 111149  
Juneau, AK 99811-1149

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

Department of Labor and Workforce Development  
Division of Administrative Services  
Attention: Brad Waldron  
Informal Request for Proposal (IRFP) Number: 721DVR7002  
Project name: Vending Machine Service – Bethel  
1111 West 8<sup>th</sup> Street, Suite 306  
Juneau, AK 99801

Proposals must be received no later than 2:00 pm, Alaska Time, on Wednesday, October 14, 2020. Electronically submitted proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **brad.waldron@alaska.gov** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A” is the name of the offeror). The email must contain the IRFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **(907) 465-4024** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

All questions concerning this IRFP must be directed to the procurement officer:

PROCUREMENT OFFICER: **Brad Waldron** – PHONE **907-465-4024** - FAX **907-465-2107**

## **Purpose of the IRFP**

Department of Labor, Division of Vocational Rehabilitation (DVR), Business Enterprise Program (BEP) is seeking contractors to provide vending machine service in buildings that are owned, leased or occupied by the state or federal government or on other property as determined by BEP. These contracts will be established in a manner consistent with the Randolph-Sheppard Act (PL 74-732, 20 USC section 107) and the Chance Act (AS 23.15.010-.210). These contracts must provide the most beneficial financial return to BEP; while at the same time provide high-quality products at a fair price.

## **Contract Type**

Any contract established because of this Informal Request for Proposals (IRFP) will be a Commission-based contract. The commission is based on a percentage of gross sales from merchandise sold in vending machines to supply food service items at State of Alaska Business Enterprise Program (BEP) sites as listed in Appendix I. The successful Offeror Agrees to pay the BEP a commission based on the proposal as indicated in Appendix II.

The contract that results from this Informal Request for Proposals will start on December 1, 2020 and run until November 30, 2021. In addition, there will be four (4) one-year renewal options available solely at the State's discretion to exercise.

## **Location of Work**

The location(s) where the work is to be performed are contained in Appendix I. This document includes those locations where vending machines are currently located, as well as potential locations that may be added in the future.

The state will **not** provide workspace for the contractor. The contractor must provide its own workspace. The work for this contract will be performed and/or completed and managed in state and/or federal leased or owned properties outlined in Appendix I. The property management will provide space for vending machine placement for the offeror; individual workspace or storage is not included.

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

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

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

## **Prior Experience**

In order for offers to be considered responsive, offeror's must meet these minimum prior experience requirements:

Three (3) years of experience providing vending machine service within the previous five (5) calendar years.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. The offeror will be responsible for the subcontractor's quality of work and loss or damage caused by the subcontractor during installation. Subcontractors will be required to maintain the same insurance as the offeror including workman's compensation.

Subcontractors do not include food or food/vending product suppliers.

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

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

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

### **Joint Ventures**

Joint ventures will not be allowed.

### **Pre-proposal Conference**

A Pre-Proposal Conference will be held at **10:00 am**, Alaska Time, on **Friday, October 2, 2020**. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the IRFP. Questions and answers will be and sent to prospective offerors as soon as possible after the meeting.

This conference will be conducted solely via teleconference. Any interested party interested in participating may call in at the above time to the following:

Conference Number 800-315-6338  
Access Number 40241

### **Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP, no later than ten (10) days prior to the date set for opening of proposals. 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

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

## **Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request.

## **Alternate Proposals**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## **Evaluation of Proposals**

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **Site Inspection**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal 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 a site inspection.

## **Solicitation Advertising**

A public notice has been provided in accordance with 2 AAC 12.220

## **Federally Imposed Tariffs**

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.

- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

### **Contract Approval**

This IRFP 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 Labor and Workforce Development 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.

### **Proposed Payment Procedures**

The Successful Offeror agrees to pay the BEP commissions based on the proposal response contained in Appendix II. Commission payments are based on a percentage of gross sales from the vending machines. It is agreed that the following procedures will apply to collect commissions, sales, revenues and payments.

1. The money will be collected and counted regularly and not less than once per week. The proposed schedule should keep all machines operational, i.e., no outages, red lights or machine malfunctions, and ensure a sufficient amount of variety of products are available for sale.  
All offerors will submit their proposed schedule for collection and product stocking in the proposal response in Appendix V.
2. All money collected shall be promptly deposited into the successful Offeror's bank account. All records of deposit transactions shall be made available within two days after a request during an audit by the BEP.
3. The successful Offeror shall furnish the BEP with a monthly report of total gross receipts from each machine, along with a commission check. Sales tax may not be deducted prior to determining commissions. This report, Appendix III, shall specify the location, type, and the beginning and ending meter reading for each machine for the same period of time.
4. The BEP shall be paid no later than fifteen calendar days after the end of the preceding month. The successful Offeror agrees that, if commission payments are not postmarked by the 15<sup>th</sup> calendar day after the end of the preceding calendar month, a penalty of 1.5% per month will be added to the commission due for that reporting period. A \$25 fine will be imposed for payments returned due to insufficient funds.
5. All transactions and financial records shall be subject to audit and/or an inspection by BEP personnel or their designated representatives, at any time during the contract period, without prior notice, and/or up-to three years after contract termination. Audit and inspection will occur only during normal business hours, 8:00 a.m. to 5:00 p.m.

### **Contract Changes - 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 and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the contractor a 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 any required state approvals necessary for the amendment and a written contract amendment has been issued.

## **Additional Terms and Conditions**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

## **Termination for Default**

If the BEP Manager determines that the successful Offeror/Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure timely and accurate completion, the state may, by providing written notice to the successful Offeror/Contractor, terminate the successful Offeror/Contractor's right to proceed with part or all of the remaining work.

Substantial failure of the successful Offeror/Contractor to perform the contract may cause the state to terminate the contract.

This clause does not restrict the state's termination rights under the contract provisions in the attached Standard Agreement form 02-093/Appendix A.

## **Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## **Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the BEP Manager. If performed, the scope of the debriefing will be limited to the work performed by the outgoing Contractor.

## **Alaska Business License and Other Required Licenses**

You are not required to hold a valid Alaska business license at the time proposals are opened.

## **Application of Preferences**

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror Preferences are the most common preferences involved in the RFP 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 Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

**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 36.30.170(c)

**Alaskans with Disability Preference** - AS 36.30.170 (e)

**Employers of People with Disabilities Preference** - AS 36.30.170 (f)

**Alaska Veteran's Preference** - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The Offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

### **Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Contract Form for Goods and Non-Professional Services Contracts. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

### **Surety Deposit**

The successful Offeror must post an individual surety to ensure performance over the entire term of the contract. The requirement for a surety bond will be waived for contracts that do not exceed \$500.00 in commissions per quarter. In the event it becomes necessary for the BEP to cancel the contract issued due to noncompliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared liquidated damages and become due and payable to the BEP. By signature on this Request for Proposal, the Offeror acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- (a) Certified or cashier's check: A certified or cashier's check, made payable to the State of Alaska, Business Enterprise Program in the amount to be determined at the time the Notice of Intent to Award is issued.
- (b) Special notice account or certificate of deposit: A special notice account book or certificate of deposit, made payable to the State of Alaska, Business Enterprise Program in the amount to be determined at the time the Notice of Intent to Award is issued; or,
- (c) Irrevocable Letter of Credit: An irrevocable Letter of Credit, made payable to the State of Alaska, Business Enterprise Program in the amount to be determined at the time the Notice of Intent to Award is issued. The BEP must have full authority to call upon these funds without the Contractor's approval.



Guidelines for how BEP determines the amount of the individual surety are outlined in Appendix V. The cost of the individual surety will be re-evaluated annually and may be adjusted to reflect changes in sales.

Failure to supply this document within the time required will cause the BEP to declare the Offeror non-responsive.

### **Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer prior to the deadline for receipt of proposals. This will allow the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an offeror's proposal upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, prior to the deadline for receipt of proposals.

### **Right of Rejection**

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal 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 IRFP;
- 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;

maybe 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 proposal from a debarred or suspended offeror shall be rejected.**

### **Assistance to Offerors with a Disability**

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

### **State Not Responsible for Preparation Costs**

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

## **Disclosure of Proposal Contents**

All proposals and other 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 that public records be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time an Award or Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

## **Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. Proposals must remain open and valid for at least 90-days from the opening date.

## **Offeror's Certification**

By signature on the proposal, offerors certify 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 federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If an offeror fails to comply with (a) through (h) of this section, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm 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 Commissioner of the Department of Labor and Workforce Development reserves the right to **consider a proposal 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **Assignment**

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.

## **Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

## **Severability**

If any provision of the contract or agreement is 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.

## **Supplemental Terms and Conditions**

Proposals must comply with the **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminishes the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if a conflict arises between a supplemental term or condition included in the proposal and a term or condition of the IRFP, the term or condition of the IRFP will prevail; and
- b) if the state's rights would be diminished as a result of the application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

## **Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

The cost will be converted to points using the following formula:

$$\frac{[(\text{Commissioner Percentage of Each Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Commission Percentage of Highest Proposal})} = \text{Points}$$

## **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for an award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of clarification under this section.

## **Failure to Negotiate**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest-ranked offeror.

## **Notice of Award (NOA) — Offeror Notification of Selection**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Award (NOA) and send copies to all Offerors. The NOA will set out the names of all Offerors and identify the proposal selected for the award.

## **Protest**

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or another state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protestor may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

## **Background Information**

The Department of Labor and Workforce Development, Division of Vocational Rehabilitation, oversees the Business Enterprise Program (BEP). This program provides employment opportunities for individuals who are blind and/or severely disabled consistent with the Randolph-Sheppard Act (PI 74-732, 20 USC Section 107) and the Chance Act (AS 23.15.010-.210).

The BEP issues an Informal Request for Proposals (IRFP) seeking contractors to provide vending machine services in buildings that are owned, leased or occupied by the state or federal government or on other property as determined by the BEP if no contract exists with a licensed BEP vendor.

All funds collected from vending machines serviced by independent contractors are directly used to aid the licensed vendors by providing for:

- Benefits plan for each licensed vendor;
- Maintenance of equipment;
- Purchase new or replacement equipment;
- Management and consultative services;
- Fair minimum return to beginning licensees; and
- All or part of the cost of constructing new vending facilities

## **Scope of Work**

The Department of Labor and Workforce Development, Division of Vocational Rehabilitation, is soliciting proposals for a Contractor to provide Full Service Vending services in specified buildings in Alaskan Communities.

The Department wants assistance in the placement and management of full-service food/beverage vending machines in federal and/or state government property or on other property as determined by the BEP.

## **Deliverables**

The contractor will be required to provide the following deliverables:

### **Commissions:**

1. Agree to pay the BEP commissions based on the proposal contained in Appendix II. Commission payments are based on a percentage of gross sales from the vending machines. It is agreed that the following procedures will apply to collecting commissions, sales, revenues, and payments:
  - A. The money will be collected and counted regularly and not less than once per week. The proposed schedule should keep all machines operational, i.e., no outages, red lights or machine malfunctions, and ensure a sufficient amount of variety of products are available for sale. All Offerors will submit their proposed schedule for collection and product stocking in the proposal response in Appendix V.
  - B. All money collected shall be promptly deposited into the Contractor's bank account. All records of deposit transactions shall be made available within two days after a request during an audit by the BEP.
  - C. The Contractor shall furnish the BEP with a monthly report of total gross receipts from each machine, along with a commission check. This report, Appendix III, shall specify the location, type, and the beginning and ending meter reading for each machine for the same period of time.

### **2. Maintenance of equipment:**

Be solely responsible for the installation and maintenance of all vending machines utilized for this contract. The Contractor shall perform, at its sole expense, all maintenance, repairs and cleaning services as necessary to maintain machines are operating in good operating condition and sanitary state. Such services shall include keeping machines filled with vending products in marketable condition, including but not limited to, conditions such as product freshness and appearance; cleaning glass fronts, key selection pads and drop areas; ensure that electrical components are in good working order; provide level

of service to maintain effective levels of inventory; as necessary repair or replacement of machines; and promptly replace machines that cannot be repairs.

**3. Refuse Control:**

Remove refuse caused by stocking and/or maintaining machines, and if the Contractor fails to do so, the Contractor agrees to pay the BEP and/or facility management all costs, charges, and/or expenses associated with such removal.

**4. Building Access:**

Access vending machines during reasonable business hours. In the event of an emergency situation involving the machines, the Contractor or assigned representatives of the Contractor, with the permission of the BEP and/or facility management, may be granted access to the designated location during non-working hours.

**5. Subcontractors:**

Indicate in the proposal if subcontractors are used for installation or any other aspect of service for this contract. The Contractor will be responsible for the subcontractor's quality of work and loss or damage caused by the subcontractor during installation. Subcontractors will be required to obtain the same insurance as the Contractor, including worker's compensation. Subcontractors do not include food or food/vending product suppliers.

**6. Refunds:**

Refund money to customers who have lost money in the vending machines or have purchased defective merchandise. The Contractor will establish a method for reimbursing money lost in their machines at each vending location. A refund methodology must accompany the Contractor's proposal. Refund forms or materials for persons to complete requesting a refund must be furnished by the Contractor. BEP or facility management will not be responsible or involved regarding refunds.

**7. Transition Plan:**

Coordinate with the outgoing Contractor and develop a plan to transition vending equipment at each vending location with the least amount of interruption of service to the customers. The transition plan must be included in the proposal and specify:

- A. A timeline for removal and installation of equipment at each vending location.
- B. A schedule for contacting building managers to inform them of the upcoming change and discuss machine requirements, logistics for equipment removal and installation, delivery of products, additional subjects as necessary.
- C. An example of notification used to inform building occupants of the upcoming change in vending services. The notice must include a timeframe/schedule for change-out of vending machines in each specific facility and a contact number for consumers to provide feedback or request additional service/products. The requirement for posting these notices prior to the removal/installation of equipment is a minimum of one (1) week.
- D. Upon completion of equipment change over the new Contractor within 30 days must ensure vending machines are in good working order, clean condition, fully stocked, contact information and prices are displayed, and the vending area is clean and tidy.

**8. Expand Vending services/route:**

Utilize authority to provide vending machine services through the Alaska BEP that are not currently recognized under the Randolph-Sheppard (federal facilities) Act or Chance Act (State Facilities) in order to expand or enhance services at such locations within Contractor's contracted geographical region. The Contractor will:

- A. Make contact, negotiate and develop additional unassigned vending locations throughout the contract area. An official letter of introduction will be provided to the Contractor in order to facilitate this process upon award of the contract.
- B. Seek approval from the procurement officer for new services prior to the placement of equipment.
- C. Pay the appropriate commissions, per contract, for the additional vending revenues collected.

**9. Pay BEP Commissions:**

Agree that the specified commission rate and selling prices are established based on the Contractor's cost of items sold as indicated in Appendix II.

**10. Taxes:**

Assume sole responsibility for all local, state, and general taxes. The Contractor may not deduct sales tax prior to determining commissions.

**11. Equipment Specifications:**

Agree to install and maintain vending machine(s) to supply food/beverage products in all of the BEP sites as listed in Appendix I or as otherwise proposed and approved by the BEP.

All Vending machines must be able to accept dollar bills, dollar coins and be DEX compatible. Credit card readers are required on a minimum of one of each type of machine per location. If internet access for credit card readers is not accessible the Contractor must inform the procurement officer and request a waiver of this requirement.

While the installation of new vending machines is preferred, used machines to vend products may be used, providing they are in 100% working conditions, able to properly display products, and are appropriate for commercial use in a public facility. The BEP, building owner or facility management will not be responsible for providing any hardware, tools, labor, or other incidentals, other than water, access to water, electricity and electrical outlets.

A. The Contractor agrees that, if maintenance is necessary because of breakdown on a machine three or more times during a six (6) month period of time, a new machine shall be installed within thirty days after the third breakdown. The contractor is responsible for reporting all breakdowns to the BEP.

NOTE: Replacing machines does not constitute a reason to raise prices or reduce commissions.

B. The Contractor agrees to place labels on each machine identifying Contractor name and phone number to call in the event of a machine malfunction or customer request.

C. The Contractor agrees to place BEP labels on each machine for program identification on all vending machines. BEP labels will be provided at the time of the contract award.

**12. Mechanical Breakdown or Changes to Existing Equipment:**

Agree that the amount of space, number of machines, and location of such machines shall be negotiated with the BEP and building owner or facility management. It is the Contractor's responsibility to offer suggestions, make recommendations, and request additional and/or alternate locations for vending machine services. Machines shall be relocated or removed at the Contractor's sole expense. Prior to the removal/replacement of any equipment, the Contractor must notify the BEP and coordinate with building management. Upon removing any machine(s), the Contractor shall leave the premises in the same condition as when the machine(s) was originally installed, excepting reasonable and normal wear and tear. The Contractor is responsible for reporting poor conditions in the vicinity of the vending machine(s) locations to the BEP.

The Contractor shall respond to calls from the building owner or facility management and/or BEP regarding vending machine problems within two (2) hours after the initial call is received during regular workday hours. Mechanical issues that have not been addressed within 24 hours from the initial call will result in a written notification from BEP to the Contractor regarding a lack of response to the issue and kept on file. The Contractor shall maintain ongoing communication with the facility management regarding the maintenance and upkeep of equipment at each location throughout the term of the contract.

**13. Electrical Responsibilities:**

Have adequate provisions for electrical outlets for all machines; However, the BEP, building owner or facility management shall incur no liability whatsoever for the interruption to electrical service.

**14. Products and Inventory:**

Guarantee that the products vended shall be fresh, best quality and variety, dates are not expired, and assure that:

- A. The prices at which the Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the building site. Item prices and brand name selections shall not differ from those indicated in this proposal response unless agreed to in writing by the BEP.
- B. All price changes (both positive and negative) for products must be submitted in writing to the BEP at least thirty (30) days prior to the effective date of price change. The Contractor must provide at least one supporting document which shows why price changes are occurring. This may include, but is not limited to, a certified invoice from the wholesaler where products are purchased, certified invoice or bill of sale from the product manufacturer, or a nationally recognized product publication, which lists when and where price changes will occur, etc.
- C. Upon approval of a price change from the BEP, the Contractor must post a notice of the price change on each machine affected, giving two (2) weeks' notice to the customers.
- D. The Contractor shall respond to calls from the building owner, facility management, customers and/or BEP regarding complaints or requests for a change of product(s) within twenty-four (24) hours after the initial call.
- E. The Contractor must expand vending machine options to include and identify products that support a healthy lifestyle. Contractors can obtain more information about this at these websites:
  - Fit Pick <sup>TM</sup> <http://fitpick.org/>
  - NAMA® <http://www.vending.org/>
  - Balanced for Life <sup>TM</sup> <http://www.balancedforlife.net/>
- F. The BEP shall be paid no later than fifteen (15) calendar days after the end of the preceding month. The Contractor agrees that, if commission payments are not postmarked by the 15th calendar day after the end of the preceding calendar month, a penalty of 1.5% per month will be added to the commission due for that reporting period.
- G. A \$25 fine will be imposed for payments returned due to insufficient funds.
- H. All transactions and financial records shall be subject to audit and/or an inspection by BEP personnel or their designated representatives, at any time during the contract period, without prior notice, and/or up-to three years after contract termination. Audit and inspection will occur only during normal business hours, 8:00 a.m. to 5:00 p.m.

**15. Vending Machine Meter Requirements:**

Install only machines that are DEX-capable with a non-resettable cash meter/counter or functional equivalent. All machines must meet the National Automatic Merchandising Association (NAMA) vending machine evaluation program. <http://www.vending.org/vending/machine-evaluation-program>

- A. At the onset of the contract and installation of machines, the Contractor must submit the beginning meter reading of each machine to the BEP on form Appendix VI.
- B. At the end of each monthly or quarterly reporting period, the Contractor must submit the meter reading of each machine to the BEP on Appendix III with the commission payment.
- C. At the conclusion of the contract, the Contractor must submit the ending meter reading of each machine to the BEP on the last day of the contract on form Appendix VI.
- D. Failure to submit the meter reading of each machine may constitute a written notification from the BEP concerning performance, or a penalty charge of 1.5% per month on that month's or quarter's commissions. The BEP will inform the contractor within thirty (30) days following the preceding month concerning what penalty will be imposed.

**16. Building Survey Requirements:**

Submit a survey of property or space which is owned or leased by applicable state or federal agencies within the designated contracted area within 60 days of onset of contract and annually thereafter. Included in the survey, the Contractor will provide an inventory of all vending machines, owned by the Contractor or any other party, in property or space, which is owned or leased by applicable state or federal agencies.



## **Proposal Format and Content**

In order for the state to evaluate proposals fairly and completely, offerors **must** provide all information requested as follows:

1. **Cover Sheet** - This document must include the complete name and address of the offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Proposals must also confirm that the offeror will comply with all provisions in this IRFP. This document must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.
2. **Cost Proposal**- The offeror must provide a Commission Percentage for all current buildings located in a city to be considered responsible for that city. The offeror does not have to bid on each city contained in this IRFP.
3. **Management Plan** – The offeror must provide a description of their company management, to include descriptions of key personnel with responsibility for the locations being proposed. This should include names, as well as job titles and descriptions of duties. This information will assist the DOLWD in evaluating each offeror's proposal.
4. **Experience and Qualifications** - Offeror must include as a part of their proposal a description of their experience offering vending machine services to meet the minimum requirements of this RFP. The information provided should include dates of service, location of service provided and type of products offered at each location.

## **Evaluation Criteria and Contractor Selection**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

An evaluation may not be based on discrimination due to race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

Proposals will be evaluated against the questions set out in Attachment 1 Proposal Evaluation Form.

## **ATTACHMENTS**

### ***Attachments***

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1 or B2
4. Cost Proposal
5. Appendix I – Vending Machine Locations
6. Appendix II – Commission Schedule
7. Appendix III – Collection and Stocking Schedule
8. Appendix IV – Accounting Form
9. Appendix V – Surety Deposit
10. Appendix VI – Inventory of Machines
11. Appendix VII – Vending Machine Beginning and Ending Meter Readings

## PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

IRFP Number \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

### **Management Plan for the Project - 25 Percent**

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[b] Is the organization of the project team clear?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[c] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[d] To what extent does the offeror already have the equipment necessary to perform the contract?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:**

\_\_\_\_\_

**Experience and Qualifications - 25 Percent**

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Does the offeror have the required minimum experience?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[b] How extensive is the experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

Questions regarding the firm.

[c] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[d] How successful is the general history of the firm regarding the timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[e] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS:** \_\_\_\_\_

**Contract Cost - 50 Percent**

Maximum Point Value for this Section - 50 Points  
100 Points x 50 Percent = 50 Points

Overall, a minimum of 50 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more preferences.

The proposal with the highest commission percentage for each location will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in the solicitation.

**EVALUATOR'S POINT TOTAL FOR CONTRACT COST:**

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**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS:**

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