

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (IRFP)



VENDING MACHINE SERVICE – KENAI PENINSULA

IRFP 723DVR7008

ISSUED AUGUST 25, 2022

THE STATE OF ALASKA, DEPARTMENT OF LABOR DIVISION OF VOCATIONAL REHABILITATION (DRV), BUSINESS ENTERPRISE PROGRAM (BEP) IS SEEKING CONTRACTORS TO PROVIDE VENDING MACHINE SERVICE IN BUILDINGS OWNED, LEASED OR OCCUPIED BY THE STATE OR FEDERAL GOVERNMENT OR ON OTHER PROPERTY AS DETERMINED BY BEP IN KENAI PENINSULA, ALASKA.

ISSUED BY:

DEPARTMENT OF LABOR AND WORKFORCE
DEVELOPMENT
BUSINESS ENTERPRISE PROGRAM

PRIMARY CONTACT:

HEATHER PEDERSEN
PROCUREMENT OFFICER
HEATHER.PEDERSEN@ALASKA.GOV
(907) 465-4024

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.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

Department of Labor, Division of Vocational Rehabilitation (DVR), Business Enterprise Program (BEP) is seeking a contractor 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.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Time on September 8, 2022. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors 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 rejected.

SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be 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 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.

PROCUREMENT OFFICER: Heather Pedersen – PHONE 907-465-4024

SEC. 1.06 RETURN INSTRUCTIONS

Offerors may submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

If using U.S. mail, please use the following address:

Department of Labor and Workforce Development
Division of Administrative Services
Attention: Heather Pedersen
IRFP Number: 723DVR7008
IRFP Title: Vending Machine Service – Kenai Peninsula
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
Attn: Heather Pedersen
IRFP Number: 723DVR7008
IRFP Title: Vending Machine Service – Kenai Peninsula
1111 West 8th Street, Suite 306
Juneau, AK 99801

IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

ELECTRONIC SUBMISSION If submitting electronically, Please see electronic submission guidance provided below. **ELECTRONIC SUBMISSION GUIDANCE:** If submitting a proposal via email, the bid must be emailed to: Proposal Submission Email Address: **dol.procurement@alaska.gov** Subject Line for Email Submission: IRFP 723DVR7008 – Vending Machine Service – Kenai Peninsula

NOTE: The Technical Proposal and Attachment A, Cost Proposal, must be submitted as separate attached documents when submitting by email. Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

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.

SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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 date set as the deadline for receipt of proposals.

(b) 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) 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.

(d) 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 procurement officer 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 contract to be performed by the offeror.

SEC. 1.08 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 no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 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 in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE IRFP

If an amendment is issued, it will be provided to all who were notified 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 website.

SEC. 1.11 IRFP SCHEDULE

The IRFP 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 proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue IRFP August 25, 2022
- Deadline for Receipt of Proposals September 8, 2022, 2:00pm AST
- Proposal Evaluation Committee complete evaluation by September 14, 2022
- State of Alaska issues Notice of Award September 15, 2022
- State of Alaska issues contract September 16, 2022

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 Transportation & Public Facilities, 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. 1.12 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 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

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 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.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through September 30, 2023 with four (4) one-year renewal options.

Unless otherwise provided in this IRFP, the State and the successful offeror/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 such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 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 TM <http://fitpick.org/>
 - NAMA® <http://www.vending.org/>
 - Balanced for Life TM <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.

SEC. 3.04 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.

SEC. 3.05 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 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. 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.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of **Transportation and Public Facilities** or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 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.

By signature on their proposal, the offeror certifies that: (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and (b) the offeror 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: <https://www.state.gov/trafficking-in-persons-report/> Failure to comply with (a) or (b) of this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract. Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.09 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.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.13 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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 project director 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 any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of **Transportation and Public Facilities** or the Commissioner's designee.

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the

Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.16 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", 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. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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 claim.

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 claim.

SEC. 3.18 SURETY DEPOSIT

The successful Offeror must post an individual surety to ensure performance over the entire term of the contract. 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.

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals 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.

SEC. 4.03 MANAGEMENT PLAN FOR THE PROJECT

Offerors 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.

SEC. 4.04 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 IRFP. The information provided should include dates of service, location of service provided and type of products offered at each location.

SEC. 4.05 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 the IRFP.

SEC. 4.06 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 MANAGEMENT PLAN FOR THE PROJECT (25%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?
- 2) Is the organization of the project team clear?
- 3) How well does the management plan illustrate the lines of authority and communication?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

SEC. 5.02 EXPERIENCE AND QUALIFICATIONS (25%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Does the offeror have the required minimum experience?
- b) How extensive is the applicable experience of the personnel designated to work on the project?

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?

SEC. 5.03 CONTRACT COST (50%)

Overall, 50% of the total evaluation points will be assigned to cost..

Converting Cost to Points

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.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror 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 Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors 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 offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 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 offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.02 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 site inspection.

SEC. 6.03 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for 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 a clarification under this section.

SEC. 6.04 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the IRFP and proposal. Discussions will be limited to specific sections of the IRFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.05 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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.

SEC. 6.06 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Administrative Services Director's conference room on the 3rd floor of the Department of Transportation & Public Facilities Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.07 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.

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.09 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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, 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 to the solicitation or the award of the contract. The 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. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the IRFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror 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 IRFP.

If the offeror 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 offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

Part of all of this IRFP and the successful proposal may be incorporated into the contract.

SEC. 7.04 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 IRFP and will not affect the proposal evaluations.

SEC. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 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;

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 proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 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 public records to 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 a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this IRFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement 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. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

If any provision of the contract 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish 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:

if 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

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.13 FEDERALLY IMPOSED TARRIFFS

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.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Appendix A
- 3) Appendix B1
- 4) Notice of Award
- 5) Appendix I-Locations and Types of Machines
- 6) Appendix II- Commission Schedule
- 7) Appendix III- Schedule for Collecting Revenue & Stocking Product
- 8) Appendix IV-Monthly Accounting Report for Submitting Vending Machine Commissions
- 9) Appendix IV-Quarterly Accounting Report for Submitting Vending Machine Commissions
- 10) Appendix V- Business Enterprise Program Surety Deposit Policy
- 11) Appendix VI- Inventory of Machines at Each Vending Location
- 12) Appendix VII- Vending Machine Beginning & Ending Meter Readings

ATTACHMENT #1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____

Evaluator Name: _____

Date of Review: _____

RFP Number: 2522S059

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

5.01 Management Plan for the Project—250 Points

Proposals will be evaluated against the questions set out below:

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

NOTES: _____

2) Is the organization of the project team clear?

NOTES: _____

3) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

5) To what extent does the offeror already have the equipment, and licenses necessary to perform the contract?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.02 Experience and Qualifications —250 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

a) Do the offeror have the required minimum experience?

NOTES: _____

b) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES: _____

2) Questions regarding the firm:

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES: _____

b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.02: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS ABOVE: _____

5.04 Contract Cost —500 Points

Overall, a minimum of 50 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

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.

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

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

3. 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

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure 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.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices 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 for services must be 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.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract 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.

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 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 claim.

2.3 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 claim.

STATE OF ALASKA

Department of Labor and Workforce Development
Division of Administrative Services



NOTICE OF AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

IRFP NUMBER: 723DVR7006

IRFP SUBJECT: Vending Machine Service

PROCUREMENT OFFICER: Heather Pedersen

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
YES = RESPONSIVE AND RESPONSIBLE OFFEROR
NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Points</u>	<u>Most Advantageous</u>

Appendix I

Vending Machine Service – Kenai Peninsula

CURRENT MACHINE LOCATIONS AND TYPES OF MACHINES

<u>City</u>	<u>Vending Machine Location</u>	<u>Type of Machines</u>
Kenai Peninsula	Homer Ferry Terminal	Beverages/Snacks
	Dept. of Transportation	Beverages/Snacks
	Division of Motor Vehicles	Beverages/Snacks
	Old Court House	Beverages/Snacks
	New Court House	Beverages/Snacks
	Dept. of Labor Job Center	Beverages/Snacks
	Kenai Post Office	Beverages/Snacks
	Soldotna Post Office	Beverages/Snacks
	Homer Post Office	Beverages/Snacks
	State Parole Office	Beverages/Snacks

IRFP 723DVR7006

Appendix II

Commission Schedule

City: _____

	Product to be sold	Product Size	Selling Price	Commission %
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Attach additional pages if necessary

IRFP 723DVR7006
Appendix III
Schedule For Collecting Revenue & Stocking Product

Vendor must list the proposed days of the week when they will collect revenue from the vending machines. Vendors must also list the proposed days when they will stock product for the vending machines.

City & Building Location	Collection Day	Stocking Day	Type of Machine

Attach additional pages if necessary

APPENDIX IV

MONTHLY ACCOUNTING REPORT FOR SUBMITTING VENDING MACHINE COMMISSIONS

Vendor Name: _____ City: _____

Contract #: _____ Reporting Period: _____ Month: _____ Year _____

Each Vending Machine Location	Meter Reading		Machine Type	Product Type	Gross Sales	Comm %	Comm. Due
	Beg	End					
Total Commissions Submitted							

*Indicate the location as federal (F) or non-federal (N)

**Snack, Cold Food, Soft Drink, Juice, Coffee, etc.

**UNDER PENALTY OF PERJURY, I DECLARE I HAVE EXAMINED THIS REPORT AND CERTIFY THAT
THE COMMISSIONS SHOWN HEREON ARE CORRECT TO APPLICABLE TERMS AND CONDITIONS
OF THE VENDING SERVICES AGREEMENT.**

Signature: _____

Date: _____

Title: _____

Payment in full must be postmarked by the 15th day of the month following the end of the month of reporting period. Please mail this report with your check or money order to:

Department of Labor & Workforce Development
Division of Vocational Rehabilitation
Business Enterprise Program
Attn: Ellen Doig
PO Box 115516
Juneau, AK 99801-5516

A computerized form may be used with BEP approval.

APPENDIX IV

QUARTERLY ACCOUNTING REPORT FOR SUBMITTING VENDING MACHINE COMMISSIONS

Vendor Name: _____ City: _____

Contract #: _____ Reporting Period: _____ Month: _____ Year _____

Each Vending Machine Location	Meter Reading		Machine Type	Product Type	Gross Sales	Comm %	Comm. Due
	Beg	End					
Total Commissions Submitted							

*Indicate the location as federal (F) or non-federal (N)

**Snack, Cold Food, Soft Drink, Juice, Coffee, etc.

**UNDER PENALTY OF PERJURY, I DECLARE I HAVE EXAMINED THIS REPORT AND CERTIFY THAT
THE COMMISSIONS SHOWN HEREON ARE CORRECT TO APPLICABLE TERMS AND CONDITIONS
OF THE VENDING SERVICES AGREEMENT.**

Signature: _____

Date: _____

Title: _____

Payment in full must be postmarked by the 15th day of the month following the end of the month of reporting period. Please mail this report with your check or money order to:

Department of Labor & Workforce Development
Division of Vocational Rehabilitation
Business Enterprise Program
Attn: Ellen Doig
801 West 10th Street, Suite A
Juneau, AK 99801-1894

A computerized form may be used with BEP approval.

Appendix V

Business Enterprise Program Surety Deposit Policy

The manner in which surety deposits are currently calculated for BEP vending machine contracts is as follows:

- The amount of the surety deposit is based on three-month's anticipated commissions,
- A maximum limit for surety deposits is set at \$10,000.
- Surety deposit amounts are rounded to the nearest \$100.
- Surety deposits are re-evaluated annually when contracts are renewed.
- Surety deposits based on anticipated quarterly commissions of more than \$5,000 be determined at a flat rate as shown below.
- Contractors with more than one BEP contract pay the surety deposit based on the largest-volume contract with another \$500 deposit for each additional city/location.
- Waivers for the surety deposit are permitted on a case-by-case basis.

Quarterly Anticipated Commissions

0-\$5,000 per Quarter

\$5,001-\$10,000 per Quarter

Above \$10,000 per Quarter

Surety Deposit Calculated By

Quarterly Anticipated Commissions
rounded to nearest \$100

Flat Rate of \$5,000

Flat Rate of \$10,000

Appendix VI

Inventory of Machines at Each Vending Location

VENDING COMPANY	CITY	FORM COMPLETED BY	DATE

RFP Section 5.01N (page 18) – Within 60 days of onset of contract and annually thereafter, Contractor will submit a survey of property or space, which is owned or leased by applicable state or federal agencies in the contract area. Included in the survey, 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.

BUILDING NAME & ADDRESS	LOCATION OF MACHINES (3d Flr, Lobby,etc)	TYPE OF PRODUCT(S) (Snack, Soda, etc)	BUILDING CONTACT Name, Phone & Email	FACILITY FEEDBACK /SUGGESTIONS Volume Sold (Light-Medium-Heavy)	Machine ADA Compliant Y / N	Energy Star Rated Y / N

Contractor/Delivery Driver Feedback: Facility success, Issues for BEP consideration, Recommendations (Attach additional pages if necessary)

Are there vending machines owned by another entity in property or space which is leased or owned by state or federal agencies? Yes No

Updated: 07/31/12

Appendix VII

VENDING MACHINE BEGINNING & ENDING METER READINGS

RFP Section 5.01M (page 18) - At the onset of the contract, the Contractor either must reset all cash meters/counters or functional equivalent to zero, or must submit the current reading of the cash meters/counters or functional equivalent to the BEP on the first day of the contract. Likewise, at the conclusion of the contract, the Contractor must submit the current reading of the cash meters/counters or functional equivalent to the BEP on the last day of the contract.

Vendor Name: _____ City: _____

Contract #: _____ Reason for Report: _____

Each Vending Machine Location	Meter Reading		Date Verified by DVR	Product Type
	Beg/End #	Verification #		

Comments: