

STATE OF ALASKA					
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.Contract #		2.Contract Title	Vending Machine Service		
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
<b>This contract is between the State of Alaska,</b>					
6.Department of	Labor & Workforce Development	7.Division	Vocational Rehabilitation	hereafter the State, and	
8.Contract				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract</b></p> <p>2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p>2.2: Appendix B sets forth the indemnification 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><b>ARTICLE 3. Period of Performance:</b> The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p>					
11.Department of	Labor & Workforce Development	Attn:	Olivia Carr	Division of	Vocational Rehabilitation
Mailing Address: Street of P.O. Box 3301 Eagle Street, Ste 302					
City	Anchorage	State	AK	Zip Code+4	99503
Point of Contact	Olivia Carr		Email Address	olivia.carr@alaska.gov	
<b>12. CONTRACTOR</b>			<b>13. CONTRACTING AGENCY</b>		
Name of Firm:			Department	Labor & Workforce Development	Division Administrative Services
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer	Dan DeBartolo	
Date			Date		

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

## APPENDIX A GENERAL CONDITIONS

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all 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. Contract Disclosure:**

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

### **7. 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.

### **8. 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.

### **9. 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.

### **10. 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.

### **11. Conflicting Provisions:**

Unless specifically amended and approved by the State of Alaska, 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 sees 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.

### **12. Officials Not to Benefit:**

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

### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Termination.**

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

**20. 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 B<sup>1</sup>**  
**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.

**CONTRACT # 726DVR7522**  
**APPENDIX C**  
**SCOPE OF SERVICES**

**Contractor shall provide the services below:**

Assist the Department 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.

**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 III Collect Stock Schedule.

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 IV Monthly Accounting Form, 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 repaired.

**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. As 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 Digital Exchange (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 condition, 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 (3) three or more times during a six (6) month period of time, a new machine shall be installed within (30) thirty days after the (3<sup>rd</sup>) 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™ <http://fitpick.org/>
- NAMA® <http://www.vending.org/>
- Balanced for Life™ <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 (3) 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 VII Inventory of Machines.

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 IV Quarterly Accounting Form, 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 VII Vending Machine Beginning-Ending Meter Reads.

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 sixty (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.

The term of this contract is from: \_\_\_\_\_ to: \_\_\_\_\_.

**CONTRACT #726DVR7522**

**APPENDIX D**

**PAYMENT**

Contractor will submit payment to the State based on the information contained in Appendix D as submitted.

The Contractor will submit payment as outlined in the Request for Proposals.

Address payments to:

Department of Labor and Workforce Development

Division of Vocational Rehabilitation

Attn: Business Enterprise Program

P.O. Box 115516

Juneau, AK 99811-5516