STATE OF ALASKA REQUEST FOR PROPOSALS

RFP Number: 2027-0200-0066	RFP Issue Date: August 21, 2026
Title of RFP: Statewide Shredding Services	
This Request for Proposal (RFP) is intended to result in a multi-award, non-mandatory term contract to provide shredding services in six zones (Fairbanks, Anchorage, Mat-Su Valley, Kenai Peninsula, Juneau, and Ketchikan) throughout Alaska for Executive Branch Agencies and Political Subdivisions. The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this RFP, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts.	

ISSUED BY

Department of Administration
Office of Procurement and Property Management (OPPM)
Procurement Officer: Joshua Hartman
Email Address/Phone Number: (907) 465-5758

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 RFP

The Department of Administration, Office of Procurement and Property Management (OPPM), is soliciting proposals for This Request for Proposals (RFP) which are intended to result in multi-award, non-mandatory term contracts to provide shredding services in various areas throughout Alaska for Executive Branch Agencies and Political Subdivisions. The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this RFP, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts.

SEC. 1.02 BUDGET

The Department of Administration, Office of Procurement and Property Management (OPPM), estimates annual expenditures of roughly $30,000.00 per zone (based on historical information in Juneau). However, no minimum or maximum level of sales volume is guaranteed or implied.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:30 p.m. prevailing Alaska Time on September 11, 2026, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this RFP.

SEC. 1.05 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. 1.06 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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Joshua Hartman
PHONE: 907-465-5758
EMAIL ADDRESS: **joshua.hartman@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

All proposals shall be submitted via email, the technical proposal (as a PDF document) and the cost proposal (in Excel format) must be saved as separate documents and emailed to **doa.oppm.adminsupport@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal (Excel)". The email must contain the RFP number 2027-0200-0066 in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above.

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 with enough 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 907-269-7555 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Contractors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: https://iris-vss.alaska.gov. Contractors who are not enrolled prior to award of a contract will be notified by the Procurement Officer. Failure of a contractor to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the Procurement Officer of record as seen on the front page of this RFP no later than ten days prior to the closing of the RFP to make any necessary arrangements.

SEC. 1.10 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. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change and may result in a new date and time being established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.12 RFP SCHEDULE

RFP schedule set out herein represents the state'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 prevailing Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	August 21, 2026
Pre-Proposal Conference	1:00 p.m.	August 28, 2026
Deadline for Receipt of Proposals / Proposal Due Date	4:30 p.m. AK DST	September 11, 2026
Proposal Evaluations Complete	N/A	September 18, 2026
Notice of Intent to Award	N/A	September 18, 2026
Contract Issued	N/A	October 1, 2026

This RFP 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 Administration, 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. 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A pre-proposal teleconference via Microsoft Teams will be held at 1:00 p.m., Alaska Time, on August 28, 2026. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

Meeting Information
Join: https://teams.microsoft.com/meet/262869959220219?p=KzvmUI2hQ9SkftDA3d
Meeting ID: 262 869 959 220 219
Passcode: EV9tU6ZT

SEC. 1.14 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.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Department of Administration, Office of Procurement and Property Management, is seeking a contract for confidential document shredding services for Various areas throughout Alaska. Recent history has indicated that demand exceeds the capabilities for a single vendor, consequently, this multi-award solicitation seeks to provide the capacity to meet this demand and to also provide an option for on-site shredding services.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Office of Procurement and Property Management (OPPM), is soliciting proposals for confidential shredding services for Executive Branch Agencies and Political Subdivisions. The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this RFP, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts.

The purpose of this contract is to provide services to collect, shred, and dispose of potentially sensitive and confidential information in a secure manner. This includes providing secure containers and shredding services on both a regularly scheduled basis and ad-hoc (as needed). These services can be provided on-site or taken off-site to be shredded in a secure location locally. This contract is for the purpose of shredding documents and paper products. The destruction of microfilms, mixed media, hard drives or other types of materials are not in the scope of the contract. Determinations regarding applicability of this contract will be made at the discretion of OPPM.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 15, 2026, through September 15, 2028, with the option to renew for two additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

Unless otherwise provided in this RFP, 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 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

Contractor shall perform the services for shredding and destruction of confidential documents and materials. The contractor will be required to provide the following deliverables within the following guidelines:

1. **Shredding Services:**
    a. Contractor must allow authorized agency staff member(s) and/or designee(s) to serve as a witness to the document destruction process (if requested by the agency).
    b. Contractor equipment must be specifically designed for shredding services.
    c. Contractor’s shredding equipment must have the capacity to handle the volume of material generated or produced through the course of government business and must safely and completely destroy all materials whether stapled, clipped, bound, etc.

d. Contractor's shredding equipment must convert the material into small unreadable pieces which are mixed, compressed and secured until destroyed.
    i. The State reserves the right to request samples to verify materials are unreadable and not re-constructible.
e. Once collected, documents must be attended by a company employee or physically secured at all times.
f. Contractor shall provide ordering agency staff member or designee with certificates of destruction (COD) upon destruction. The COD is required prior to invoicing.
g. The contractor shall provide a certificate of destruction (COD) each time shredding is performed. The Certificate of Destruction (COD) must include:
    i. Location of agency facility;
    ii. Date service provided, in the event the materials are transferred off-site to be destroyed the following must be distinguished:
        1. Date the material to be shredded was picked up
        2. Date the materials were actually shredded
    iii. Number of containers (for scheduled shredding)
    iv. If applicable, the number of pounds (for bulk shredding in lieu of containers);
    v. Signature and title of Contractor employee performing services;
    vi. Name of agency authorized staff member or designee witness if any.
h. If material to be shredded is taken to the Contractor's facility (an off-site facility) and material is held prior to being converted to an unreconstructible state, the facility shall have the following requirements:
    i. A monitored alarm system for areas where materials are held;
    ii. A closed-circuit camera system that monitors access points into destruction areas.
    iii. The system's archived video shall have playback capabilities for up to 90 days.
i. Ordering agencies will not supply labor or equipment to assist the Contractor in the provision of any services.
j. This contract requires two types of shredding services:
    i. Regularly scheduled pickups
        1. Scheduled at recurring established hours (to be agreed upon by both the ordering entity and the contractor).
        2. Due to the varying agencies that may use the contract, different pick-up frequencies are required. At a minimum, the following frequencies are required for scheduled pickups and shredding:
            a. Weekly
            b. Bi-weekly
            c. Monthly
            d. Bi-monthly
            e. Quarterly
        3. The ordering entity has the ability to change the frequency based on volume (proper notice must be provided, to be identified by the contractor in their proposal if different than 24 hours).

4. Regularly scheduled pickups that fall on a State holiday will be rescheduled for pickup within three business days (to be communicated and agreed upon with the ordering entity).
5. In the event that a scheduled pickup is unable to occur (staffing changes or shortages, broken equipment, etc.) the contractor must notify the scheduled agency with 24 hours' notice when possible, and within 4 hours of knowing there is a likelihood of missing the scheduled pickup otherwise. This notice must be made via email to the agency contact and include a Cc to OPPM at DOA.OPPM.COE@alaska.gov. The contractor must then work with the agency to arrange a new pickup time to occur within 3 days of the normally scheduled pickup. If this is not possible for the contractor to accomplish, this must be communicated and the ensuing pickup must receive a 30% discount. Weather disruptions and natural disasters are not subject to the 30% discount.
6. Changes to the above must be agreed to by both parties, in writing (email is acceptable).

ii. Ad-hoc (as needed), ordering entities shall have the option to request additional shredding services to support large purges, and office moves that cannot be supported through already scheduled service. Ordering entities need not be set up for regularly scheduled services to use ad-hoc services.
   1. Agencies who chose to have boxed documents which are not placed in bins and need them scheduled for destruction will contact the contractor to schedule a pick-up for the boxed documents. All boxes must have lids, and be structurally sound.
   2. For health and safety reasons, boxes that exceed (24"x15"x10") or that exceed 40 lbs. will be required to be transferred to a contractor-approved container provided by the contractor. The ordering entity (agency) will be required to make the necessary transfers.

2. Containers:

a. Shred bin (container) fee is inclusive of all services (i.e. usage of the bin, delivery, pick-up, destruction, and disposal of all documents contained within).
b. All containers and consoles shall be equipped with attached lid and locking devices.
c. Containers and consoles shall be of uniform color, and be clearly marked to indicate the container is only for deposit of "Confidential Documents for Destruction."
d. Containers and consoles must have either a top slot or side slot near the top designed to prevent theft of materials by reaching in.
e. Containers and consoles must have a tamper evident locking system and be made of a fire -resistant material.
f. Contractor will supply the agency representative with a key for locking all containers if requested. If a key is lost, the party responsible for losing the key will be responsible for the costs associated to replace the lost key, or to replace the lock as needed.
g. Ordering agencies will be allowed to place additional non-permanent signage on containers at their discretion.

h. Contractor shall submit to OPPM a complete description of the material type, size, color, signage and other features of containers and consoles selected by Contractor and accepted by OPPM for services under this agreement.
i. Contractor shall be responsible for maintaining all containers and consoles in good working order, cleaning containers as necessary and providing replacement and/or additional containers and consoles as may be requested during the term of contract.
j. Contractor shall agree that the State of Alaska and ordering entities will not be responsible for any liability incurred by the Contractor or the Contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection of the containers and consoles provided by the Contractor.
k. Accessibility: The ordering entity is responsible for notifying the shredding manager with regard to the physical location of the pick-up. If no elevator is present and the pick-up will require contractor personnel to carry containers up and/or downstairs, then the maximum size container that can be used is 16 gallons.
    i. If services require the use of a freight elevator or other access-controlled facilities, the ordering entity shall ensure contractor is provided access and is notified of the appropriate procedures.
l. Extenuating circumstances (in both cases below, an agency staff member or designee must be present):
    i. Unscheduled Bin Access: If the contractor is required to unlock a secured bin located at the agency outside of the agreed-upon schedule, at the request of the using entity, an additional fee may be charged to the requesting agency.
    ii. Document Retrieval: When an agency requires the vendor to retrieve a document from an already picked up container, prior to shredding, at the agency's request, an additional fee may be charged.

SEC. 3.04 CONTRACT TYPE

This contract is a **FIXED PRICE WITH PRICE ADJUSTMENT** contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Each billing must consist of an invoice and destruction report. No payment will be made until the required Certificates of Destruction and invoice have been approved by the assigned agency representative. Whereas this is a statewide contract (available to many different governmental entities), each ordering entity will be billed separately and will be responsible for payment of their invoices.

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 Administration 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.

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

SEC. 3.08 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Offerors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: https://doa.alaska.gov/dof/vendor.html. Method of payment is not a factor in the State's determination for award.

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

SEC. 3.09 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through September 15, 2027.

The Contractor or State may request price adjustments (Increases or Decreases), no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors or the State must submit a request to the Contractor or the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- **a.** If the Contractor or State fails to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- **b.** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- **c.** The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year:

  Base: HALF-1 CPI (January through June) 2026

  The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.10 PRICE DECREASES

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

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed may vary.

LOCATION OF WORK: The Location(s) work is to be performed are within the following six (6) zones:

1) Northern Zone – Includes Fairbanks and all the surrounding communities accessible by roadway within a 40-mile radius of Fairbanks.

2) Central Zone – Includes Anchorage and all the surrounding communities that are accessible by roadway within a 40-mile radius of Anchorage. Areas on the Mat-Su Valley side of the Knik River Bridge and the Kenai Peninsula side of Turnagain Arm are excluded from this zone.

3) Mat-Su Valley Zone – Includes all the cities and towns in the Matanuska-Susitna Borough that are accessible by roadway within a 40-mile radius of Wasilla. Areas on the Anchorage side of the Knik River Bridge are excluded from this Zone.

4) Kenai Peninsula Zone – Includes Kenai and all the surrounding communities accessible by roadway within a 40-mile radius of Kenai. Areas on the Anchorage side of Turnagain Arm are excluded from this Zone.

5) Capital Zone – Includes any area on the road system within the city and borough of Juneau.

6) Ketchikan Zone – Includes any area on the road system within the Ketchikan Gateway Borough.

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

The contractor should include in their price proposal all costs associated with transportation and disposal.

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

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

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

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

SEC. 3.12 THIRD-PARTY SERVICE PROVIDERS

If requested, the contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.13 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.14 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.15 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. 3.16 F.O.B. POINT

Not applicable for this procurement

SEC. 3.17 CONTRACT PERSONNEL

1. Contractor is to provide supervised and uniformed personnel, trained, licensed, and bonded to perform these Shredding Services.
2. Staff shall be uniformed in company attire and carry visible photo employee identification at all times.
3. All the contractor’s staff, including managing personnel, that will work on this contract must pass a nationwide seven-year criminal history background check. The contractor will be responsible for any costs associated with obtaining criminal history reports. A copy of each employee’s report must be provided to OPPM within 30 days of award of contract or assignment to work on the contract.
4. Vendor shall provide copies to OPPM of all criminal history record checks for review and acceptance of the records.
5. In the event records reveal evidence of a crime which is unacceptable as determined by OPPM, the Contractor agrees to remove the employee from contract related work and remove access to governmental confidential information.
6. OPPM, at its sole discretion, may require up-to-date criminal history record check(s) during the course of the contract.
7. Under no circumstances will Contractor personnel open and remove confidential documents from the Contractor-provided Containers while performing the destruction process.
8. Any change of the contract team members named in the proposal must be approved, in advance and in writing, by the OPPM contracting officer assigned to the contract. Changes that are not approved by the state may be grounds for the state to terminate the contract.
9. Confidentiality of all information is required. The Contractor shall maintain confidentiality in accordance with best industry practices in compliance with federal and state laws, and in compliance with the National Association for Information Destruction requirements for

Contractor certification. The Contractor's personnel designated to work with confidential records shall be required to sign a statement of confidentiality guaranteeing non-disclosure of information prior to performing any work described in this contract. The confidentiality statement shall be designed, implemented and maintained by the Contractor. If requested, the statement of confidentiality shall be made available for viewing by OPPM. Therefore, the Contractor shall not inspect, view, peruse, copy, or examine any material or documents whether designated for shredding or disposal or not. In addition, the Contractor shall not otherwise disclose, release or communicate any information, including materials or documents to any third person, individual, organization or entity not employed or approved by OPPM. Should any violation or breach of this provision occur, such shall constitute cause for immediate termination of the contract upon receipt of written notice of the violation or breach by the Contractor.

SEC. 3.18 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.19 LIQUIDATED DAMAGES

Not applicable for this procurement.

SEC. 3.20 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 contracting officer 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 Administration or the Commissioner's designee.

SEC. 3.21 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. 3.22 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.23 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 procurement 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, Employers Liability with limits of at least $1,000,000, 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 including:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations
$1,000,000 Personal & Advertising Injury
$1,000,000 Each Occurrence
$5,000 Medical Payments

The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of $1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an "additional insured' and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

SEC. 3.24 TERMINATION FOR DEFAULT

a. 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 30 day written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.

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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SEC. 3.25 INFORMATION SECURITY

Not applicable for this procurement.

SEC. 3.26 ADMINISTRATIVE AND REPORTING REQUIREMENTS

Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

Administrative Fee:
Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

a) Contractor must include the Master Agreement (MA) Number on the check. Those checks submitted to the State without the MA Number will be returned to Contractor for additional identifying information.

b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Office of Procurement and Property Management

PO Box 110214
Juneau, AK 99811-0214

c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e) Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this MA.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP as Attachments A-E & G**.**

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be removed and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be removed by the Procurement Officer before sending the proposal to the proposal evaluation committee for evaluation).

Form	**Description**	**Maximum Page Limit**
Submittal Firm A	Offeror Information and Certifications	3
Submittal Form B	NAID Certification – Submittal Form B	3
Submittal Form C	Understanding the Requirements of the Contract	5
Submittal Form D	Scheduling and Communication	5
Submittal Form E	Meeting Expectations and Contingency Planning	5
Submittal Form F	Sub-Contractors (Not applicable)	N/A
Submittal Form G	Cost Proposal	N/A

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;

e) all terms and conditions set out in this RFP;

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.

The Submittal Form also requests the following information:

a) The complete name and address of offeror's firm along with the offeror's Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 NAID CERTIFICATION (SUBMITTAL FORM B)

Offerors must provide evidence that they have a current NAID certification and indicate when they were last audited. A letter from i-Sigma will suffice if the offeror is currently awaiting processing of certification, provide additional information as needed. If Offeror has failed an audit within the last five (5) years, this information must be disclosed and a brief narrative summarizing the audit results and how the deficiencies were cured must be provided.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.05 UNDERSTANDING THE REQUIREMENTS OF THE CONTRACT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that describes the chain of custody process and their understanding of the contract requirements and deliverables the state expects it to provide, including a complete description of the material type, size, color, signage and other features of containers and consoles selected by Contractor. The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 SCHEDULING AND COMMUNICATION (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methods of communication and scheduling, including how changes to pick-up frequencies are made and scheduled. Include the available hours/days for customer service personnel and the expected timeframe in which replies are expected to be provided to messages left by agencies.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MEETING EXPECTATIONS AND CONTINGENCY PLANNING (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out how they will meet expectations and proper contingency planning to accomplish the work – for example, if there is a call-out by regular staff or equipment malfunction/failure. Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

Not applicable for this procurement.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Cost Proposal Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this procurement.

SEC. 4.11 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**

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

1) Proposals will be assessed for overall responsiveness and responsibility. Proposals deemed non-responsive or non-responsible will be eliminated from further consideration.
2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded technical points along with factoring in any Alaska preferences. Each zone will be scored separately.
8) Offerors with a combined score of 600 (technical and cost proposal) will be susceptible for award.
9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost and technical scores accordingly.
10) The state will then conduct any necessary negotiations with the highest scoring offerors and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
NAID Certification – Submittal Form B	300
Understanding The Requirements of the Contract – Submittal Form C	150
Scheduling and Communication – Submittal Form D	150
Meeting Expectations and Contingency Planning – Submittal Form E	100

Total	700

Cost Criteria	**Weight**
Cost Proposal – Submittal Form GF	200
Total	200
Preference Criteria	**Weight**
Alaska Offeror Preference (if applicable)	100
Total	100
Total Evaluation Points Available	1,000

SEC. 5.03 EVALUATION AND SCORING OF PROPOSALS

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

$$\frac{\textbf{Offeror Total Score}}{\textbf{Highest Total Score Possible}} \times \textbf{Max Points} = \textbf{Points Awarded}$$

Example (Max Points for the Section = 125):

	PEC Member 1 Score	**PEC Member 2 Score**	**PEC Member 3 Score**	**PEC Member 4 Score**	**Combined Total Score**	**Points Awarded**
Offeror 1	10	6	5	9	30	93.75
Offeror 2	5	5	5	5	20	62.5
Offeror 3	10	10	10	10	40	125

Offeror 1 was awarded 93.75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (125)} = \text{Points Awarded (93.75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (125)} = \text{Points Awarded (62.5)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (125)} = \text{Points Awarded (125)}$$

SEC. 5.04 NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION (NAID CERTIFICATION) (300 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

1) Does the offeror have a current NAID certification?
   a) A letter from i-Sigma will suffice if the offeror is currently awaiting processing of certification, provide additional information as needed.
2) When was the last audit
3) Has the offeror failed an audit or lost certification in the past 5 years.
   a) If yes, explain.

SEC. 5.05 UNDERSTANDING THE REQUIREMENTS OF THE CONTRACT (150 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

1) Describe the entire chain of custody from beginning to end for materials to be shredded. Be sure to include in detail the steps taken to ensure materials are secure at all times, and who has access. Additionally, detail the disposal method proposed.
2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide as found in Section 3.03?
3) Has offeror provided a complete description of the material type, size, color, signage and other features of containers and consoles selected by Contractor?

SEC. 5.06 SCHEDULING AND COMMUNICATION (150 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

1) What frequency can services be provided (the answer provided will be compared to the deliverables in Section 3)?
2) Explain the process for scheduling new services, and how long it will take.
3) Describe the process for making changes to frequency.

4) What is the time frame for a valid response to requests (an autoreply email is not considered a valid response to requests and inquiries).
5) Describe how the ordering entities for services should address issues with the offeror that may occur.

SEC. 5.07 MEETING EXPECTATIONS AND CONTINGENCY PLANNING (100 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

1) Is the organization of the project team clear?
2) In the event of equipment failures, how will the offeror continue to maintain services? What is the plan for communicating these issue and maintaining open lines of communication?
3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
4) To what degree is the proposal practical and feasible?
5) To what extent has the offeror identified potential problems and solutions due to weather, equipment, and potential temporary shutdown of the recycling center/landfill?
6) To what degree does the offeror appear to be reasonably sufficient in resources to accomplish the project? I.E. are there enough people allocated and dedicated to the project, without conflicts or capacity issues?
7) Has offeror provided a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. After the procurement officer applies the applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

Lowest Cost Proposal x Maximum Points for Cost / Cost of Each Higher Priced Proposal

Example (Maximum Points for Contract Cost = 400):

<u>Step 1</u>

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror # 1 $159,780.00

Offeror # 2 $176,682.00

Offeror # 3 $163,985.00

<u>Step 2</u>

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points because they offered the lowest cost proposal ($159,780.00) and therefore are awarded the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 361.73 points based on the following formula:

$159,780 x 400 points = 63,912,000 / $176,682 = 361.73 points

Offeror #3 receives 389.74 points based on the following formula:

$159,780 x 400 points = 63,912,000 / $163,985 = 389.74 points

SEC. 5.09 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference is 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

1,000 Total Points Available in RFP x 10% Alaska Offeror Preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For this example, assume that all proposals have been completely evaluated based on the evaluation criteria in the RFP with the current scores at this point being:

Offeror # 1	830 points	Does not qualify for Preference	0 Points
Offeror # 2	740 points	Qualifies for Preference	100 points
Offeror # 3	800 points	Qualifies for Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the Offerors' scores:

Offeror # 1	830 points	+	0 points	=	Final Score	830 points
Offeror # 2	740 points	+	100 points	=	Final Score	840 points
Offeror # 3	800 points	+	100 points	=	Final Score	900 points

Offeror #3 is the highest scoring offeror and would be the apparent awardee, provided their proposal is responsive and responsible.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 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, Military Skills 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 business 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. 6.03 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. 6.04 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. 6.05 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 RFP and proposal. Discussions will be limited to specific sections of the RFP 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. 6.06 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 RFP, 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. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposals. 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 DOA Commissioners conference room on the 10TH floor of the State Office 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. 6.08 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. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror(s) selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

Application Of Preferences

- Alaska Military Skills Program Preference AS 36.30.321(l)
- Alaska Veteran's Preference – AS 36.30.321 (f)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

1) holds a current Alaska business license prior to the deadline for receipt of proposals;
2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed $5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

B. has an active partnership with an entity that employs an apprentice through a program described above.

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

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of proposal submission. Offerors must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the offeror not receiving the Military Skills Program Preference.

SEC. 6.15 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.16 USE OF LOCAL FOREST PRODUCTS

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

SEC. 6.17 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 6.18 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 6.19 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 6.20 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 6.21 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, an offeror must be on the appropriate Division of Vocational Rehabilitation list at the time the proposals are due and must attach a copy of their certification letter to their proposal. The offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

SEC. 6.22 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached to the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
2) Identify why the provision is unjust, unreasonable, etc.
3) Identify exactly what suggested changes should be made.

SEC. 6.23 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, 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 RFP.

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. 6.24 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.25 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.26 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. 6.27 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, 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 RFP.

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.28 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. 6.29 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
    a. marked information confidential.
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. The State agrees that the Law protects the information; and
    b. If the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.30 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.31 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 6.32 DISPUTES

A contract resulting from this RFP 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. 6.33 SEVERABILITY

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

SEC. 6.34 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.20 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of the contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP 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. 6.35 SOLICITATION ADVERTISING

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

SEC. 6.36 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duties that may result in either an increase or decrease in the contact 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 to the contract price under this clause unless the amount of the adjustment exceeds $250.
- **Refund of Tariff Charges:** In the event a tariff the State has paid is later determined to be eligible for a refund, the contractor must:
  a) Promptly notify the State of the refund eligibility; and
  b) Seek a refund from the entity to whom the tariff was paid and remit the refund to the State within 30 days of receiving the refund. No additional fee or service charge may be applied to the refund amount for these services; or
  c) Provide the State with sufficient documentation as necessary for the State to seek a refund.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Attachment 1: Submittal Forms A to E. This form includes Certifications and Preference Qualifications
2) Cost Proposal (Submittal Form G)
3) Standard Contract Form (for informational use only)
4) Appendix A
5) Appendix B1