

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ALASKA SCHOOL BUS INSPECTION PROGRAM RFP 2025-0500-0294

ISSUED 3/25/2025

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT (DEED), DIVISION OF FINANCE & SUPPORT SERVICES, IS SEEKING FOR A CONTRACTOR TO CONDUCT BASIC SAFETY INSPECTIONS AND COMBINED BASIC SAFETY/MECHANICAL INSPECTIONS ON APPROXIMATELY 1000 SCHOOL BUSES THROUGHOUT THE STATE OF ALASKA. DURING THE FALL AND SPRING INSPECTIONS, AT LEAST ONE-HALF OF EACH OPERATOR'S FLEET MUST RECEIVE A COMBINED MECHANICAL/BASIC SAFETY INSPECTION, WITH THE REMAINING PORTION RECEIVING BASIC SAFETY INSPECTIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR SELECTING THE BUSES TO RECEIVE THE COMBINED MECHANICAL/BASIC SAFETY INSPECTION, UNLESS OTHERWISE DIRECTED BY THE DEED PROJECT DIRECTOR.

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### ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY  
DEVELOPMENT  
DIVISION OF FINANCE & SUPPORT  
SERVICES

### PRIMARY CONTACT:

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### 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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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Education and Early Development (DEED), Division of Finance & Support Services, is seeking a Contractor to conduct basic safety inspections and combined basic safety/mechanical inspections on approximately 1000 school buses throughout the State of Alaska. During the fall and spring inspections, at least one-half of each operator's fleet must receive a combined mechanical/basic safety inspection, with the remaining portion receiving basic safety inspections. The Contractor will be responsible for selecting the buses to receive the combined mechanical/basic safety inspection, unless otherwise directed by the DEED Project Director.

### SEC. 1.02 BUDGET

Department of Education and Early Development, Division of Finance & Support Services, estimates a budget of up-to **\$2,100,000** dollars for completion of this project. Proposals priced at more than **\$2,100,000** will be considered non-responsive. The total budget will be divided into five (5) possible terms. Renewals are granted at the discretion of the State of Alaska

- Term 1: July 1, 2025, to June 30, 2026
- Optional Term 2: July 1, 2026, to June 30, 2027
- Optional Term 3: July 1, 2027, to June 30, 2028
- Optional Term 4: July 1, 2028, to June 30, 2029
- Optional Term 5: July 1, 2029, to June 30, 2030

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 **3:00PM** prevailing Alaska Daylight Time on **April 15, 2025**, as indicated by postmark or e-mail timestamp. Late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- A current Alaska Class B Commercial Driver's License with air brake endorsement.
- At least five years' experience in preparation and maintenance of preventive maintenance records, detection of improper maintenance practices, and providing remedy instruction.

Contractor must have either:

- At least 5 years' experience as a fleet maintenance manager or as a mechanic performing journey level work in the maintenance, repair, and overhaul of medium/heavy-duty gasoline, diesel and automotive and equipment. Experience must include diagnoses of mechanical and electrical

problems, and the inspection, adjustment, repair and replacement of defective automotive parts and components including but not limited to engines, transmissions, differentials, carburetors, front-end assemblies, rear-end assemblies, power steering mechanisms, and braking mechanisms; or

- At least five years' experience in management of an auto-mechanic shop with a record of safe working practices.

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

### **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. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. Questions are due not later than **3:00PM** prevailing Alaska Daylight Time on **April 4, 2025**.

E-MAIL ADDRESS: [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov)

PROCUREMENT OFFICER: **Disney Ramos** – PHONE (907) 269-3484 - TDD 1-800-770-8973

### **SEC. 1.07 RETURN INSTRUCTIONS**

If submitting a proposal via e-mail, the technical proposal and cost proposal must be saved as separate PDF documents and e-mailed to [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The e-mail must contain the RFP number in the subject line.

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

Please note that e-mail transmission is not instantaneous. When e-mailing your proposal, the state recommends sending it with enough time to ensure the e-mail is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 269-3484 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

### **SEC. 1.09 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

### **SEC. 1.10 AMENDMENTS TO THE 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 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. 1.11 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 Alaska Daylight Time.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released	3:00pm	3/25/2025
Pre-Proposal Questions Due	3:00pm	4/4/2025
Deadline for Receipt of Proposals	3:00pm	4/15/2025
Proposal Evaluations Complete	3:00pm	4/18/2025
Notice of Intent to Award	5:00pm	4/18/2025
Contract Issued	3:00pm	4/28/2025

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 Education and Early Development, or the Commissioner's designee. Upon written notice to the Contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.12 ALTERNATE PROPOSALS**

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

**SEC. 1.13 NEWS RELEASES**

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

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## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

Alaska Statute 14.090.30(b)(2) requires the Department of Education & Early Development (DEED) in co-ordination with the Department of Public Safety Transportation and Public Facilities to inspect each school bus twice each calendar year. The Legislature has appropriated funds to the Department of Education & Early Development annually since FY1991 for the purpose of carrying out this statutory requirement.

The current school bus inspection program described in the Alaska School Bus Safety Inspection Manual (Attachment 5), consists of a minimum of one Basic Safety Inspection program and one Combined Mechanical/Basic Safety Inspection conducted on all public-school buses each calendar year.

New or used school buses placed into service in Alaska for the first time will also receive a Minimum Standards Inspection upon delivery to a school district or school district contractor, upon arrival at the local bus dealership prior to delivery from Anchorage, other easily accessed sites, or at the first inspection cycle after delivery. This program requires travel to approximately 45 school districts, some with multiple location sites in Alaska. Inspectors must be highly trained, have expertise in reviewing preventive maintenance records and be willing to provide technical assistance on-site to help bus owners improve bus maintenance programs and record-keeping systems.

The objective of the school bus inspection program is to increase the safety margin already provided by school bus construction standards. Regular and consistent safety and mechanical inspections will help to ensure that public school buses remain the safest form of ground transportation for our public-school children.



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

To ensure the vehicle meets all safety, mechanical, and regulatory standards. The inspection will assess the bus's roadworthiness, compliance with applicable laws, and overall condition.

#### **Inspections**

- a) The Contractor shall develop an inspection schedule and conduct two inspections on each school bus listed on Service Areas I, II and III (see Attachment 9), during the period beginning July 1, 2025, and ending June 30, 2026, and each subsequent renewal period thereafter. The Contractor shall develop a schedule that includes, but is not limited to, the number of inspectors that will conduct inspections at each location. The Project Director will have final authority to set the inspection schedule.
- b) The Contractor shall complete two rounds of school bus inspections as described in the most current Alaska School Bus Safety Inspection Manual (Attachment 5) as amended. The Contractor shall complete the first round starting the period of July 1 - December 31, and each subsequent renewal period thereafter. The Contractor shall complete the second round during the period of January 1 - June 30, and each subsequent renewal period thereafter. The Contractor shall schedule inspections such that an individual bus receives an inspection approximately every 6 months. The Contractor shall adhere to the inspection schedule as closely as possible. The Contractor shall report any deviations to the inspection schedule to the Project Director in writing.
- c) The Contractor shall accommodate the bus operator, when possible, in scheduling inspections that may have to be done on weekends, nights, holidays, and/or during school vacations. The Contractor shall notify operators as soon as possible in the event of changes due to weather or other uncontrollable circumstances. Early arrivals at an inspection site should be mutually agreed upon, whenever possible, by the Contractor and the bus operator, and reported to Project Director.
- d) The Contractor shall send certified return receipt letter or verified electronic message along with the inspection calendar to all school districts contact persons and all bus operators a minimum of 14 days before each round of inspections, with copies to the Project Director. If a change in the inspection calendar occurs, the Contractor shall notify all sites affected by the changes in writing as soon as the changes are scheduled. If the State receives complaints about notification of inspections schedule or the process of inspections, then the Project Director may act as mediator and may require the Contractor to change procedures and/or scheduling.

#### **Draft Schedule of Inspections**

- a) During the period beginning July 1, 2025, and ending June 30, 2026, and during each subsequent renewal period thereafter each school bus listed in Attachment 8 *Buses To Be Inspected*. Service Areas I, II, and III can be seen in Attachment 9 *Service Area Information* and Attachment 10 *Map*

*of Service Areas.* Service Areas will receive, at two different intervals, a Basic Safety Inspection and a Combined Mechanical/Basic Safety Inspection.

- b) The Contractor shall develop a schedule for conducting these inspections and must submit the schedule in draft form to the Project Director no later than May 31 unless otherwise directed by the Project Director. The Project Director will have final authority to set the inspection schedule.

### **Training of Inspectors**

- a) All inspectors under this contract must be approved by the Project Director prior to conducting inspections. Inspectors must attend and successfully complete at least 15 hours of training approved by the Project Director and conducted by the Contractor or other inspection training/certification program approved by the Project Director. Only those persons who successfully complete the required training and are approved by the Project Director may receive written authorization from the Project Director to sign inspection forms and documents under this contract.
- b) Upon request by the Project Director, the Contractor must provide a video copy of a sample training of inspection procedures to the Project Director.
- c) The Contractor shall provide training to on-site mechanics including local inspectors who will re-inspect buses, where needed, at the direction of the Project Director.

### **Perform Basic Safety and Combined Mechanical/Basic Safety Inspections**

- a) During the fall and spring inspections, at least one-half of each operator's fleet must receive a combined mechanical/basic safety inspection. The other portion of each fleet must receive a basic safety inspection. The Contractor shall complete comment and inspection forms and issue stickers on site. Prior to the inspection, the buses must receive a combined mechanical/basic safety inspection selected by the Contractor, unless otherwise directed by the Project Director.
- b) The Contractor must conduct all inspections using the Basic Safety, Mechanical, Re-Inspection, and Criteria sections in Attachment 5 *School Bus Safety Inspection Manual 2006*. If, in the Contractor's professional opinion, a deviation from the inspection criteria is in the best interest of the inspection program, the Contractor must submit to the Project Director, a written request for deviation. The request must state the section of the manual affected, the proposed deviation, the situation prompting the request and a brief, concise statement justifying the deviation. The request must be mailed or emailed to the Project Director. The Project Director will mail or email back written approval or denial of the request and state any conditions which may apply. The Contractor must receive approval from the Project Director prior to affixing an inspection sticker to a bus affected by the proposed deviation.
- c) The Contractor must conduct a one-time Minimum Standards Inspection on new or used buses placed into service for the first time in Alaska no later than the first inspection cycle after the bus is placed into service.

- d) The Contractor must make all travel arrangements to visit inspection sites and must notify each contact person 5 to 10 days in advance of actual arrival at a the site. The estimated time to conduct a Combined Mechanical/Basic safety Inspection is 30 minutes. Actual time will vary from location to location. The Contractor shall meet with the bus operator’s management staff, when possible, prior to conducting inspections.

### **Perform Reviews on Preventive Maintenance Records**

- a) The Contractor shall review each bus owner's preventive maintenance records using the consultant/technical advisor approach and procedure outlined in the mechanical section in the Official Criteria for School Bus Inspections, Attachment 5 *School Bus Safety Inspection Manual 2006*.
  - i. The Contractor may inspect the records of any bus at any time during an inspection. This will help the Contractor ensure that all buses are being properly inspected and maintained.
  - ii. The Contractor shall document the results of the preventative maintenance records check on a form, supplied by Project Director.
  - iii. The Contractor shall review maintenance records of all buses found to have had deficiencies in a prior inspection to ensure the items were repaired in a timely manner, documenting their findings. Follow-up findings shall be included with inspection files submitted to the Project Director.

### **Perform Follow Up Inspections**

- a) The Contractor must re-inspect each school bus requiring a re-inspection except for buses that cannot be repaired before the Contractor's normal departure from the district. In those instances where the buses have not been repaired, the Contractor must contact an authorized re-inspector prior to leaving the district and will provide the re-inspector with all required training, paperwork, forms, and stickers. The Contractor shall maintain a list of names, addresses, phone numbers, and employers or affiliations of the re-inspectors and provide such information to the Project Director on the *Re-inspection Summary Sheet* within five (5) days of leaving the district.
- b) The Contractor must conduct all re-inspections in the Anchorage and Mat-Su School Districts and must provide designated dates and times to the bus operators in those locations for those re-inspections.
- c) When conducting re-inspections, the Contractor must follow the procedures outlined in Attachment 5 *School Bus Safety Inspection Manual 2006*. The Contractor must provide copies of the forms to the bus operator, to the school district, and to the Project Director.
- d) If a re-inspection is required after the Contractor has left the district, upon completion of the re-inspection by the Contractor and/or a re-inspector, the Contractor shall submit follow-up

documentation and forms to the Project Director showing that all deficiencies have been corrected and the bus is now in service, within five (5) days of completion of re-inspection.

### **Conduct Exit Conferences**

- a) After the bus inspections and records review are completed, the Contractor must hold an exit conference with the bus owner, shop foreman, and others as appropriate to discuss the results of the inspection and present the On-Site Report. The Contractor shall include the school district transportation coordinator if requested.
- b) The Contractor must give a report on his findings and any recommendations that will aid the bus operator in complying with the inspection program. The exit conference is intended to be an informal, constructive question-and-answer period, which provides the bus operator an opportunity to discuss the condition and operation of his/her buses with the Contractor prior to their departure.
- c) ON-SITE REPORT: The Contractor must prepare a report form on-site that summarizes findings and recommendations that will be discussed at the exit conference and provide a copy to the bus owner upon the Contractor's departure from the district. The Contractor must send a copy of the report to the Project Director at least fourteen days after departing from an inspection area or sooner if possible. Any instances of buses that have been placed out of service shall be reported by the Contractor to the Project Director within five (5) business days.

### **Hardware/Software Capabilities**

- a) The Contractor must maintain hardware and software capable of efficiently communicating electronically with DEED Project Director to facilitate ease of data transmission of information including, but not limited to, spreadsheets, email, and word-processing.
- b) The Contractor must transmit the latest inspection information for each bus inspected that month to the Project Director each month. The Contractor must provide other information electronically to the department as required.

### **Maintenance of Documents/Records/Procedures**

- a) The Contractor must submit comments regarding additions/edits to the *Alaska School Bus Safety Inspection Manual* (Attachment 5), required forms, procedures, criteria, schedules and reports on an as needed basis. This includes the record files and database, all in a combined effort to streamline the program and keep it up to date.
- b) The Contractor will coordinate with the Project Director in a periodic review and revision of the School Bus Inspection Manual.

- c) The Contractor will recommend to the Project Director throughout the contract period changes to forms, inspection stickers, records, reports, criteria, database, schedules, and procedures to streamline the program.

### **Reporting and Record Keeping**

The Contractor must maintain, report, and provide access to all records related to the performance of this contract to the Project Director.

- a) a) The Contractor must submit comments regarding additions/edits to the *Alaska School Bus Safety Inspection Manual* (Attachment 5), required forms, procedures, criteria, schedules and reports on an as-needed basis. This includes the record files and database, all in a combined effort to streamline the program and keep it up-to-date.
- b) The Contractor shall coordinate with the Project Director in a periodic review and revision of the *School Bus Inspection Manual*.
- c) The Contractor shall make recommendations to the Project Director of any changes to forms, inspection stickers, records, reports, criteria, database, schedules, and procedures to streamline the program throughout the contract period.
- d) The Project Director will provide all necessary stickers and inspection manuals to be used during the contract period.
- e) Concurrent with the above objectives, the Contractor shall maintain records of all inspections conducted and stickers issued.
- f) The Contractor shall provide and maintain a detailed Microsoft Access and/or Excel database of all inspection and re-inspections results. The Contractor shall share this database with the Project Director. The Contractor's database shall be capable of detailed statistical process control and have the ability for users to query for specific data.
- g) The Contractor shall implement the program of inspection reporting established by the Project Director.
- h) The Contractor shall keep complete records of every inspection conducted and the results of each inspection during the duration of the contract. The Contractor shall maintain and provide access to records, reports, schedules, database, and findings including, but not limited to:
- Records of all inspections and re-inspections conducted by the Contractor;
  - Reports on all preventative maintenance records reviews; and
  - Schedule of buses due for inspection.
- i) Entering inspection findings into a contractor-provided database of every school bus in the inspection program.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately, **July 2025**, until completion, approximately **June 30, 2026**.

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

The Contractor will be required to provide the following deliverables:

- 1) Video of a sample inspection upon request by the Project Director.
- 2) General advance notification of inspection schedule to all sites a minimum of 14 days before each round of inspections begins.
- 3) Immediate notification of changes in schedule to Project Director, and fleet contact person.
- 4) Additional notification of changes in schedule to department and fleet contact person.
- 5) Additional notification to the fleet contact person must be provided 5 to 10 days in advance of actual arrival at each site.
- 6) Draft of next State Fiscal Year inspection schedule to the Project Director no later than May 31.
- 7) Distribution of Inspection Forms including, but not limited to, Alaska School Bus Inspection Signature Sheet Status Report, Discrepancy Sheet, and comment sheets as follows:
  - a) One copy to on-site bus operator of inspection form for those buses that pass inspection and a copy of Comment Sheet for those requiring re-inspection.
  - b) One copy mailed or e-mailed within two (2) days to School District.
  - c) One copy to the Project Director within 14 days.
  - d) One copy to Contractor's file.
  - e) If re-inspections are required by Contractor or Project Director, Contractor must complete the *Re-inspection Summary Sheet* form and send it to the Project Director within five (5) days.
  - f) Electronic downloads of completed inspection forms must be submitted to the Project Director, upon request by the Project Director.

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- g) Written notification to the Project Director within five (5) business days of placement of buses that are out-of-service at any location.
  - h) Immediate notification to the Project Director by phone or email regarding any disputes with School Districts or other contractors.
- 8) A final comprehensive report prepared by the Contractor and submitted to the Project Director by June 30 each year of the contract. The report shall include, but is not limited to, the following information:
- a) Recommendations for improvement.
  - b) Successes and issues for the past year.
  - c) List by district of number of contract buses and district buses, both owned and operated.
  - d) List by district of the number of actual buses inspected during each of the two inspection cycles.
  - e) List by district of the number of miles traveled by contract buses and district buses over the last two inspection cycles.
  - f) Results of each inspection cycle by School District and Contractor.
  - g) Results of records check by School District and Contractor.
  - h) Results of any re-inspections done prior to Contractor leaving an inspection site.
  - i) Results of any re-inspections done after the Contractor has left an inspection site.
  - j) Any other relevant information.
- 9) Contractor must attend spring meetings in Juneau, Alaska.
- 10) Contractor must report timely any identified ongoing issue with inspections to the Project Director.

Offeror's proposal must describe how the deliverables will be provided and must provide a proposed work plan that includes a comprehensive schedule for completing all deliverables.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a Fixed Price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Director.

### **SEC. 3.06 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Education and Early Development 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.

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

### **SEC. 3.07 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through the end of the first contract period, June 30, 2026.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to 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 fail 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 reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

### **SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed are at various service locations in Alaska.

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



The Contractor shall include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one person to make two trips to Alaska locations as outlined in Attachment 8 *Buses to Be Inspected*.

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. 3.09 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within (5) five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list will be performing work within Alaska and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

### **SEC. 3.10 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. 3.11 CONTRACT PERSONNEL**

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

### **SEC. 3.12 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 Project Director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Director 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. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Director will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Education and Early Development or the Commissioner's designee.

### **SEC. 3.14 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. 3.15 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. 3.16 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, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Professional Liability Insurance:** covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

### SEC. 3.17 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 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**.

## 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.

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 discarded 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 discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	1
Submittal Form G – Cost Proposal	1

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;
- 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 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must 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. Within this section offerors may include or address the following items about the personnel:



- 1) How the offeror meets the minimum experience requirements in SEC 1.04.
- 2) Highlight personnel with experience with light-duty & medium-duty vehicle maintenance procedures including test procedures for various vehicle components.
- 3) Highlight personnel with experience inspecting school buses or public transportation buses.
- 4) Highlight personnel with experience as an automotive or heavy-duty vehicle Shop Foreman responsible for the management and operation of an equipment shop including planning, directing, coordinating and evaluating employee and shop performance as it applies to service, preventive maintenance, maintenance and repair of equipment.
- 5) Highlight personnel with experience developing and conducting training programs for shop mechanics who work on large vehicles which transport passengers.
- 6) Highlight personnel with vocational and technical training in medium/heavy duty vehicle mechanics.
- 7) Specify personnel with Certification as an Automotive Service Excellence (ASE) Certified Automobile Technician, ASE Certified Master Automobile Technician, ASE Certified Medium/Heavy Truck Technician, and ASE Certified Master Medium/Heavy Truck Technician.
- 8) Highlight personnel with knowledge of Alaska and the most current National Minimum Standards for School Buses.
- 9) Highlight personnel that have a thorough understanding of the Alaska Manual for School Bus Inspections and the ability to explain manual contents to bus owners, mechanics and school district personnel when asked.
- 10) Highlight personnel with experience performing physically demanding work, such as standing on hard surfaces for long periods of time, crawling under vehicles, and working outside in inclement weather.
- 11) Highlight personnel with a thorough knowledge of mechanical terminology common to motor carrier personnel.
- 12) Highlight personnel with experience explaining thoroughly and effectively to owners and operators, procedures, requirements, and reasons for placing buses out-of-service based on both national and state school bus inspection standards.
- 13) Highlight personnel with experience assisting operators in addressing problems associated with bus and records inspections.
- 14) Highlight personnel with experience writing and verbalizing clear, accurate, and concise communications.
- 15) Highlight the offeror's successful completion of similar services supported with letters of reference.
- 16) Describe equipment required to perform the services highlighting the experience the offeror has with the equipment the offeror already possesses.
- 17) Describe electronic information technology capabilities including versions of hardware and software to be used in the inspection process highlighting the experience the offeror has with hardware and software that the offeror already possesses.

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Within this section offerors may include or address the following items:

- 1) A draft schedule of inspections for FY2026, as referred to in SEC 3.01.
- 2) Any limitations or potential problems that the offeror perceives.



- 3) Explanation of revisions, if any, the offeror would make to the inspection forms (see Attachments; copies of the forms with revisions marked on should be attached to the offeror's proposal).
- 4) A fictitious example of a report of findings and recommendations of a preventive maintenance records review.
- 5) A description of a fictitious entrance conference that the offeror would hold upon arriving at a location, including what would be discussed and who should be present.
- 6) Other forms that the offeror thinks would be pertinent to the school bus inspection program.
- 7) A narrative on any other aspects of the program that you would like to comment.

#### **SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Within this section offerors may include or address the following items:

- 1) Explanation of how and when you would notify bus owners of their scheduled inspection.
- 2) Explanation of what you would do if you had to change the date or time for the schedule inspections on short notice.
- 3) Explanation of how you would select the buses that will receive Combined Mechanical/Basic Safety Inspection, as referred to in SEC 2.01.
- 4) Describe how you would conduct a preventive maintenance records review. Include examples of entries you would expect to see and what conclusions you might draw if those entries were not there. Also include examples of entries you would not expect to see and what conclusions you might draw if those entries were there.
- 5) Explanation of the sequence of items to be inspected if you were conducting a combined basic safety/mechanical inspection by yourself.
- 6) Explanation of the sequence of items to be inspected and who would do what if two or more inspectors were conducting a combined basic safety/mechanical inspection.

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow, illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

The offeror must describe its business organization (sole proprietorship, partnership, corporation, etc.) and demonstrate that the organization has a support structure adequate for this project. Provide a clear comprehensive management plan for the project. Include general information on the organization of the firm involved in the proposal as well as an organization chart showing all personnel designated to perform work under this RFP.

#### **SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

**SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this 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.

## 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. Proposals deemed non-responsive 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 points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror 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
Experience and Qualifications	(Submittal Form B)	125
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	125
Total		500

Cost Criteria	Weight
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Cost Proposal	(Submittal Form G)	400
Total		400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 5.03 SCORING METHOD AND CALCULATION

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.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

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

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. Do the individuals assigned to the project have experience working independently in a position that includes duties listed in SEC 1.04?
5. Do the individuals assigned to the project have experience inspecting school buses or public transportation buses?
6. Do the individuals assigned to the project have experience as an Automotive or heavy-duty vehicle Shop Foreman responsible for the management and operation of an equipment shop including planning, directing, coordinating and evaluating employee and shop performance as it applies to service, preventive maintenance, maintenance and repair of equipment?
7. Do the individuals assigned to the project have experience developing and conducting training programs for shop mechanics who work on large vehicles which transport passengers?
8. Do the individuals assigned to the project have vocational and technical training in medium/heavy duty vehicle mechanics?
9. Do the individuals assigned to the project have Certification as an Automotive Service Excellence (ASE) Certified Automobile Technician, ASE Certified Master Automobile Technician, ASE Certified Medium/Heavy Truck Technician, and ASE Certified Master Medium/Heavy Truck Technician?
10. Do the individuals assigned to the project have knowledge of Alaska and the most current National Minimum Standards for School Buses?

11. Do the individuals assigned to the project have a thorough understanding of the Alaska Manual for School Bus Inspections and the ability to explain manual contents to bus owners, mechanics and school district personnel when asked
12. Do the individuals assigned to the project have experience performing physically demanding work, such as standing on hard surfaces for long periods of time, crawling under vehicles, and working outside in inclement weather?
13. Do the individuals assigned to the project have a thorough understanding of mechanical terminology common to motor carrier personnel?
14. Do the individuals assigned to the project have experience explaining thoroughly and effectively to owners and operators, procedures, requirements, and reasons for placing buses out-of-service based on both national and state school bus inspection standards?
15. Do the individuals assigned to the project have experience assisting operators in addressing problems associated with bus and records inspections?
16. Do the individuals assigned to the project have demonstrated ability in writing and verbalizing clear, accurate, and concise communications?

*Questions regarding the firm:*

17. How well has the firm demonstrated experience in completing similar projects on time and within budget?
18. How successful is the general history of the firm regarding timely and successful completion of projects?
19. Has the firm provided letters of reference from previous clients?
20. Has the firm provided a description of the equipment required to perform the services highlighting the experience the offeror has with the equipment the offeror already possesses?
21. Has the firm provided a description of their electronic information technology capabilities including versions of hardware and software to be used in the inspection process highlighting the experience the offeror has with hardware and software that the offeror already possesses.

## **SEC. 5.05 UNDERSTANDING OF THE PROJECT**

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

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
4. Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
5. Has the offeror provided a draft schedule that meets the timeline?
6. Has the offeror described a fictitious sample report? If so, how well does this sample report demonstrate an understanding of the program and its deliverables?
7. Has the offeror described a fictitious entrance conference that you would hold upon arriving at a location? If so, how well does this fictitious entrance conference demonstrate an understanding of the program and its deliverables?

## SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

1. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
2. Overall, how well does the methodology match and achieve the objectives set out in the RFP?
3. Does the methodology interface with the time schedule in the RFP?
4. How well does the explanation of how and when the offeror would notify bus owners of their scheduled inspection match and achieve the objectives set out in the RFP?
5. How well does the explanation how the offeror would select the buses that will receive Combined Mechanical/Basic Safety Inspection, as referred to in SEC 2.01 match and achieve the objectives set out in the RFP?
6. How well does the offerors description of how they would conduct a preventative maintenance records review match and achieve the objectives set out in the RFP?
7. How well does the offerors description of the sequence of items to be inspected if they were conducting a combined basic safety/mechanical inspection and who would do what if two or more inspectors were conducting a combined basic safety/mechanical inspection match and achieve the objectives set out in the RFP?

## SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined? [Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
5. Does it appear that the offeror can meet the schedule set out in the RFP?
6. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. To what degree is the proposal practical and feasible?
8. To what extent has the offeror identified potential problems?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any 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:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

**Example (Max Points for Contract Cost = 400):**

### Step 1

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



Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

**Step 2**

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.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

**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 will be 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:

$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$

**Step 2**

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

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



Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the highest scoring offeror and would get the award, 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 and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

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**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 proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those

items which would not influence 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 virtually.

## **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 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 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)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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 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 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.

## **SEC. 6.15 STANDARD CONTRACT PROVISIONS**

The Contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A)). This form is attached with 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. 6.16 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 performing, controlling, managing, or supervising the services to be provided; or



- 2) Be in the business of selling and have 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. 6.17 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

### **SEC. 6.23 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. 6.24 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. 6.25 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. 6.26 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. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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 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. 6.28 SOLICITATION ADVERTISING**

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

### **SEC. 6.29 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- 
- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
  - **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
  - **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
  - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Submittal Forms A - F
- 2) Cost Proposal (Submittal Form G)
- 3) Sample Standard Agreement Form
- 4) School Bus Inspection Criteria
- 5) School Bus Safety Inspection Manual (2006)
- 6) Minimum Standards for Alaska School Buses (2011)
- 7) Minimum Standards for Alaska School Buses (2017)
- 8) Buses to be Inspected
- 9) Service Area Information
- 10) Map of Service Areas