



STATE OF ALASKA
DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
DIVISION OF EDUCATION SUPPORT SERVICES
801 W. 10TH ST. STE 200
PO BOX 110500
JUNEAU, AK 99811-0500

Request For Proposals

RFP 2016-0500-2933

Date of Issue: March 19, 2015

Alaska School Bus Inspection Program:

The Department of Education & Early Development, Division of School Finance, Pupil Transportation is soliciting proposals for a contractor to conduct basic safety inspection and combined basic safety/mechanical inspection on approximately 1,100 school buses throughout the State of Alaska.

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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

All times referenced in this RFP are the current Alaska Time, either AKST or AKDT.

[Rob Roys](#)

Procurement Officer

Department of Education and Early Development

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS

Offerors must submit an original and (two) copies of their proposal, in writing, to the procurement officer in a sealed package. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.** Proposal package must include one CD with electronic copies of the proposal and cost proposal.

Submissions must be addressed as follows:

Submissions must be addressed as follows:

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES
ATTENTION ROB ROYS
RFP 2016-0500-2933
801 W TENTH STREET SUITE 200
PO BOX 110500
JUNEAU, ALASKA 99811-0500

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

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES
ATTENTION ROB ROYS
PO BOX 110500
JUNEAU AK 99811-0500

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

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES
ATTENTION ROB ROYS
801 WEST 10TH ST STE 200
JUNEAU AK 99801

Proposals must be received no later than **4:00 PM on April 13, 2015¹**. Fax proposals are **not** acceptable. Oral proposals are **not** acceptable. Email proposals are **not** acceptable

Important Note: There is no overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

An offeror's failure to submit a proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: *Rob Roys*- PHONE *907-465-8654* - FAX *907-465-3452* - TDD *907-465-2815*

1.02 CONTRACT TERM AND WORK SCHEDULE

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from approximately **July 1, 2015**, for approximately **365** calendar days until completion, approximately **June 30, 2016**. The State reserves the right to renew the contract for an additional four 1-year renewal options.²

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **March 19, 2015**;
- Pre-proposal Teleconference (see §2.02) at **1:30 PM on March 26, 2015**;
- Deadline for Questions **5:00 PM on March 31, 2015**;
- Deadline for Receipt of Proposals **4:00 PM on April 13³, 2015**;
- Proposal Evaluation Committee complete evaluation by **April 17, 2015**;
- State of Alaska issues Notice of Intent to Award a Contract **April 24, 2014, 2015**;
- State of Alaska issues contract **May 5, 2015**;
- Contract start **July 1, 2015**;
- First contractor work period **July 1, 2015 to June 30, 2016**;
- Contractor submits final report for first contractor work period **June 1, 2016**;
- If exercised: first renewal option work period **July 1, 2016 to June 30, 2017**;
- Contractor submits final report for second contractor work period **June 1, 2017**;
- If exercised: second renewal option work period **July 1, 2017 to June 30, 2018**;
- Contractor submits final report for third contractor work period **June 1, 2018**;
- If exercised: third renewal option work period **July 1, 2018 to June 30, 2019**;
- Contractor submits final report for fourth contractor work period **June 1, 2019**;
- If exercised: fourth and final renewal option work period **July 1, 2019 to June 30, 2020**; and
- Contractor submits final report for fifth contractor work period **June 1, 2020**.

1.03 PURPOSE OF THE RFP

The Department of Education & Early Development, Division of School Finance, Pupil Transportation is soliciting proposals for a contractor to conduct basic safety inspection and combined basic safety/mechanical inspection on approximately 1,100 school buses throughout the State of Alaska.

Note: the actual number of buses fluctuates. 1,100 is an estimate. Currently there are about 1,057 buses covered by the Alaska School Bus Inspection Program.

1.04 BUDGET

The Department of Education and Early Development, Division of School Finance, Pupil Transportation estimates a budget of between (Low Amount) and \$316,000 dollars for completion of this project. Proposals priced at more than \$316,000 will be considered non-responsive.

Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.

1.05 LOCATION OF WORK⁴

The state will not provide workspace for the contractor. The contractor must provide their own workspace. The locations the work is to be performed, completed and managed are at various service locations in Alaska. The contractor should include in their price proposal an outline of a transportation schedule and costs, as well as lodging, and per diem costs sufficient to pay for one person to make two trips to the Alaska locations as outlined in Attachment 12 *Buses to Be Inspected*. The number of locations of school district buses listed in service areas I, II, and III are the department's best estimates. The actual number of buses and locations may vary during the contract period, and the contractor agrees to inspect the actual number of buses at each location.

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

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

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

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

1.06 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: <http://www.state.gov/g/tip/>

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

1.07 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.

1.08 REQUIRED REVIEW

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

1.09 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. No further questions will be allowed after 3:00 PM, on (DATE).

Send questions to: robert.roys@alaska.gov

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.10 AMENDMENTS

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who

have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11 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.

1.12 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 counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the 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 to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

1.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

1.14 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.

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

1.15 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- if performing inspection(s), which inspection(s) they will perform;
- evidence that the subcontractor holds all licenses required to perform the required work; and
- a written statement, signed by the proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.16 JOINT VENTURES

Joint ventures will not be allowed.

1.17 OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;

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

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

1.18 CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Education and Early Development, reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 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.

1.20 SOLICITATION ADVERTISING

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

1.21 NEWS RELEASES

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

1.22 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.

1.23 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.

1.24 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.

1.25 FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

1.26 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (§8.00 Attachment 04) must be completed and submitted with your bid.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 AUTHORIZED SIGNATURE

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

2.02 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **1:30 PM, on March 26, 2015** in the School Facilities conference room on the 2nd floor of the Goldbelt Building at 801 W 10th Street in Juneau, Alaska. This will also be a teleconference. Participants should read the RFP and attend the meeting prepared to discuss any concerns. Prospective offerors are invited to attend via teleconference by calling **(800) 315-6338**, code **58654**. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions submitted in writing to robert.roys@alaska.gov more than 24 hours in advance will be answered in this conference. Questions that arise during the conference may or may not be answered during the conference. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 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.

2.04 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.

2.05 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 1.11 **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:

- a) 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
- b) 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.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 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.

2.08 PRIOR EXPERIENCE

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

- a. A current Alaska Class B Commercial Driver's License with air brake endorsement.
- b. 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.
- c. At least **five** years' experience in preparation and maintenance of preventive maintenance records, detection of improper maintenance practices, and providing remedy instruction.
- d. At least **five** years management of an auto-mechanic shop with a record of safe working practices.

Offerors must use the form provided in the attachments (Attachment 05) to describe how their proposal meets the minimum qualifications. Offerors may reference in the attachment where to find the information within the offeror's proposal or it may be a separate listing of how the offeror meets the minimum qualifications. **The attachment will only be used to establish that the offeror has met the minimum qualifications, it will not be scored during proposal evaluation.**

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

2.09 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 SEVEN of this RFP.

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.

2.10 VENDOR TAX ID

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

2.11 F.O.B. POINT

Not applicable to this RFP.

2.12 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 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, P. O. 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:

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

2.13 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

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

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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.

2.14 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent 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 Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.175

An Alaska Veteran Preference of five percent, 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.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 ALASKA OFFEROR PREFERENCE AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.18 CONTRACT NEGOTIATIONS

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the School Finance conference room on the 2nd floor of the Goldbelt Building at 801 W 10th Street in Juneau, Alaska.

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

2.19 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.

2.20 NOTICE OF INTENT TO AWARD (NIA): OFFEROR NOTIFICATION OF SELECTION

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

2.21 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:

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

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 CONTRACT TYPE

This contract is a **Firm Fixed Price** contract.

3.02 CONTRACT APPROVAL

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.

3.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (Attachment 08). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 PROPOSAL AS A PART OF THE CONTRACT

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

3.05 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.

3.06 INDEMNITY & INSURANCE REQUIREMENTS

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

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

Offerors must review form **APPENDIX B²**, (Attachment 09), for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of

Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B²** must be set out in the offeror's proposal.

3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable to this RFP.

3.08 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified. Continuation of a contract resulting from this is contingent upon legislative appropriation.

3.09 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.

3.10 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.

3.11 INFORMAL DEBRIEFING

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

3.12 CONTRACT PERSONNEL

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

3.13 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 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.

3.14 TERMINATION FOR DEFAULT

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

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

3.15 LIQUIDATED DAMAGES

Not applicable to this RFP.

3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the project director 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.

3.17 CONTRACT INVALIDATION

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

3.18 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 (i) 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 (ii) 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Student names;
- Students' state school identification numbers;
- Students' test scores or grades; and
- Any other student personal information, such as address, birth date, school name, health or disciplinary information.

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.

SECTION FOUR BACKGROUND INFORMATION

4.01 BACKGROUND INFORMATION

Background information concerning this project is as follows;

Alaska Statute 14.090.30(b)(2) requires the Department of Education & Early Development in coordination 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 FY 1991 for the purpose of carrying out this statutory.

The current school bus inspection program described in the Alaska School Bus Safety Inspection Manual, 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 the 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 several multiple location sites in Alaska. Inspectors must be highly trained, have expertise in reviewing preventive maintenance records and be will 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 insure that public school buses remain the safest form of ground transportation for our public school children

SECTION FIVE SCOPE OF WORK

5.01 SCOPE OF WORK

I. Schedule FY2016 Inspections

- A. The contractor will develop a schedule for conducting two inspections on each school bus listed on Service Areas I, II and III (see Attachment 12), during the period beginning July 1, 2015 and ending June 30, 2016. The schedule must show the number of inspectors that will conduct inspections at each location. The Department of Education & Early Development (EED) will have final authority to set the inspection schedule.
- B. Under this contract, two complete rounds of school bus inspections will be completed as described in the most current Alaska School Bus Safety Inspection Manual as amended. The first round is to be completed during the period of July 1 - December 31, 2015. The second round will be completed during the period of January 1 - June 30, 2016. The schedule of inspections will be such that an individual bus will receive an inspection approximately every 6 months. The contractor will adhere to the inspection schedule as closely as possible. The contractor must 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 will 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 EED.
- C. By EED, the contractor must send certified return receipt letter along with the inspection calendar to all school district contact persons and all bus operators a minimum of 14 days before each round of inspections, with copies to EED. If a change in the inspection calendar occurs, the contractor will notify all sites affected by the changes in writing as soon as the changes are scheduled. If the department receives complaints about notification of inspections schedule or the process of inspections, the EED may act as mediator and may require changes to procedures.

II. Training of Inspectors

All inspectors under this contract must be approved by the EED prior to conducting inspections. Inspectors must attend and successfully complete at least 15 hours of training approved by the EED and conducted by the contractor or other inspection training/certification program approved by the Department. Only those persons who successfully complete the required training and are approved by the EED will receive written authorization to sign inspection forms and documents under this contract. Contractor will provide a video⁵ copy of sample training in inspection procedures to the EED and will provide training to on-site mechanics including local inspectors who will re-inspect buses, where needed, at the direction of the Department.

III. Perform Basic Safety and Combined Mechanical/Basic Safety Inspections

- A. During the fall 2015 and spring 2016 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 inspector will complete comment and inspection forms and issue stickers on-site. Unless directed otherwise by the EED Project Director, prior to the inspection, the buses to receive a combined mechanical/basic safety inspection will be selected by the contractor.

- B. All inspections will be conducted using the Basic Safety, Mechanical, re-inspection, and criteria sections in the Alaska School Bus Inspection Manual (Attachment 14). If, in the contractor's professional opinion, a deviation from the inspection criteria is in the best interest of the inspection program, the contractor will submit to the project director, a written request for deviation. The request will 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 will be faxed or e-mailed to EED. EED will fax or e-mail back written approval or denial of the request and state any conditions which may apply. Approval must be obtained in advance of the contractor 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 in order to visit inspection sites and must notify each contact person 5-10 days in advance of actual arrival at a 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 will meet with the bus operator's management staff, when possible prior to conducting inspections.

IV. Perform Follow Up Inspections

- A. The contractor must re-inspect each school bus requiring a re-inspection with the exception of 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 will 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 will maintain a listing of the names, addresses, phone numbers, and employers or affiliations of the re-inspectors and provide such information to EED 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 will 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 the Alaska Manual for School Bus Inspections. The inspector will leave the bus operator's copies of the forms with the bus operator, the school district's copies with the school district or mail them to the school district as noted above, and electronically transmit, if possible, or mail EED's copies 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 EED, showing that all deficiencies have been corrected and the bus is now in service, within five (5) days of completion of re-inspection.

V. Perform Reviews of Preventive Maintenance Records

- A. The contractor will 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, Alaska School Bus Safety Inspection Manual.
- B. The inspectors may at their discretion inspect the records of any bus at any time during an inspection. This will help the inspector ensure that all buses are being properly inspected and maintained.
- C. The contractor shall document the results of the preventative maintenance records check on a form, supplied by EED.
- D. The inspector will review maintenance records of all buses found to have had deficiencies in a prior inspection to insure the items were repaired in a timely manner, documenting their findings. Follow-up findings shall be included with inspection files submitted to EED.

VI. Conduct Exit Conferences

After the bus inspections and records review are completed, an exit conference will be held with the bus owner, shop foreman and others as appropriate to discuss the results of the inspection. The school district transportation coordinator will be included if that individual so requests. The contractor will 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 inspector(s) prior to their departure. A report form, summarizing findings and recommendations, must be prepared on site, discussed at the exit conference, and left with the bus owner upon the contractor's departure from the district. A copy of the report must be sent to the Project Director within 14 days after the inspector leaves an area or sooner if possible. Any instances of buses that have been placed out of service will be reported to the Project Director within five (5) business days.

VII. Hardware/Software Capabilities

The contractor must maintain hardware and software capable of efficiently communicating electronically with EED to facilitate ease of data transmission of information including, but not limited to, spreadsheets, e-mail, and word-processing. The contractor will transmit on a monthly basis the latest inspection information for each bus inspected that month. Contractor will provide other information electronically to the department as required.

VIII. Maintenance of Documents/Records/Procedures

- A. The contractor will submit comments regarding additions/edits to the Alaska School Bus Inspection Manual (Attachment 14), 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.

IX. Draft Schedule of Inspections for FY2016

During the period beginning July 1, 2015 and ending June 30, 2016, each school bus listed in Combined Service Areas I, II, and III (see Attachment), will receive, at two different intervals, a Basic Safety Inspection and a Combined Mechanical/Basic Safety Inspection. The contractor will develop a schedule for conducting these inspections and will submit the schedule in draft form to the department by April 28, 2015. EED will have final authority to set the inspection schedule.

X. Reporting and Record Keeping

- A. The Department of Education & Early Development will provide all necessary stickers, and inspection manuals to be used during the contract period.
- B. Concurrent with the above objectives, the contractor will maintain records of all inspections conducted and stickers issued.
- C. The contractor will provide and maintain a detailed Microsoft Access and/or Excel database of all inspection and re-inspections results. This database will be shared with DEED.. This database will be capable of detailed statistical process control and have the ability for users to query for specific data.
- D. The contractor is responsible for implementing the program of inspection reporting established by the department. The contractor must keep complete records of every inspection conducted and the results of each inspection during the duration of the contract. Required reporting will include, but not be limited to:
 - 1. Records of all inspections and re-inspections conducted by contractor and/or re-inspector.
 - 2. Reporting on all preventative maintenance records reviews.
 - 3. Schedule of buses due for inspection.
 - 4. Entering inspection findings into a contractor-provided database of every school bus in the inspection program.

5.02 DELIVERABLES

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

The contractor will be expected to provide the following deliverables:

- I. A current video of a sample inspection to accompany proposal.
- II. General Advance notification of inspection schedule to all sites minimum of 14 days before each round of inspections begins.
- III. Immediate notification of changes in schedule to Project Director, and fleet contact person.
- IV. Additional notification of changes in schedule to department and fleet contact person
- V. Additional notification 5-10 days in advance of actual arrival at each site.
- VI. Draft of Fiscal Year 2016 inspection schedule by April 28, 2016.

VII. Distribution of Inspection Forms 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 within 2 days to school district.
- C. One copy to the Department of Education & Early Development within 14 days.
- D. One copy to inspector's file.
- E. If re-inspections are necessary, inspector completes the re-inspection Summary Sheet form and sends to EED within 5 days.
- F. Bus operator receives a copy of inspection form for those buses that pass inspection and a copy of Comment Sheet for those requiring re-inspection
- G. Electronic downloads of completed inspection forms submitted to the department, upon request of the department.
- H. Written/electronic notification to the department within five (5) business days (or a reasonable time-frame as location/weather conditions allow) of placement of buses out-of-service at any location
- I. Immediate notification to the department, by phone or e-mail, regarding any disputes with districts or contractors.

VIII. A final comprehensive report of the successes and problems for the past year, including recommendations for improvement, prepared by the contractor and submitted to the EED by June 30 each year of the contract. The report shall include at least all of the following information:

- A. List by district of number of contract buses and district buses, both owned and operated and a list of the number of actual buses inspected during each of the two inspection cycles.
- B. List by district of the number of miles traveled by contract buses and district buses over the last two inspection cycles.
- C. Results of each inspection cycle by district and contractor.
- D. Results of records check by district and contractor.
- E. Results of any re-inspections done prior to contractor leaving an inspection site.
- F. Results of any re-inspections done after the contractor has left an inspection site.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

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

Offerors must submit an original and (two) copies of their proposal, in writing, to the procurement officer in a sealed package. Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal. Proposal package must include one CD with electronic copies of the proposal and cost proposal.

6.01 PROPOSAL CHECKLIST & DOCUMENT ORDER

Attachment 01 is provided to establish the order of documents within a proposal and to insure that all documents required for a proposal are included with an offer.

Only one copy of Attachment 01 is required; attach it to the original proposal. For further instructions see Attachment 01.

6.02 PROPOSAL COVER SHEET

Attachment 02 is provided to confirm that the offeror will comply with all provisions in this RFP, acknowledges the response conditions and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. The Proposal Cover Sheet must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their Proposal may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Only one copy of Attachment 02 is required; attach it to the original proposal. For further instructions see Attachment 02.

6.03 LOCATION OF WORK & CONFLICT OF INTEREST STATEMENT

Only one copy of Attachment 03 is required; attach it to the original proposal. For further instructions see §1.05, §1.18, and Attachment 03.

6.04 FEDERAL DEBARMENT CERTIFICATION FORM

Only one copy of Attachment 04 is required; attach it to the original proposal. For further instructions see §1.26 and Attachment 04.

6.05 MINIMUM EXPERIENCE & QUALIFICATIONS

Attachment 05 is provided to establish that the offeror has met the minimum experience and qualifications for this RFP. Offerors must use this form to describe how their proposal meets the minimum qualifications listed in §2.08. This attachment may reference where to find the information within the offeror's proposal or it may be a separate listing of how the offeror meets the minimum qualifications.

SPECIAL NOTE: This attachment will only be used to establish that the offeror has met the minimum qualifications. Only the Procurement Officer will review this document: **it will not be scored during proposal evaluation.**

Only one copy of Attachment 05 is required; attach it to the original proposal. For further instructions see §2.08 and Attachment 05.

6.06 OFFEROR'S CERTIFICATION

Attachment 06 is provided to offerors to confirm that they comply with all of the statements, conditions, and certifications required by the RFP. Only one copy of Attachment 06 is required; attach it to the original proposal. For further instructions see Attachment 06.

6.07 PREFERENCE WORKSHEET

Attachment 07 is provided to assist offerors with claiming any available preferences. Only one copy of Attachment 07 is required; attach it to the original proposal. For further instructions see §2.13, §2.14, §2.15, §2.17, §7.06, and Attachment 07.

6.08 INTRODUCTION

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.09 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Additionally, within this section offerors should include or address the following items:

- 1) A draft schedule of inspections for FY16, as referred to in §1.02.

- 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.

6.10 METHODOLOGY USED FOR THE PROJECT

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 should include or address the following items:

Additionally, within this section offerors should include and/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 §4.01.
- 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.

6.11 MANAGEMENT PLAN FOR THE PROJECT

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.

6.12 EXPERIENCE AND QUALIFICATIONS

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.

Additionally, within this section offerors should include and/or address the following items about the personnel:

- 1) 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 and provide the following information about each person listed:
 - a) title,
 - b) resume,
 - c) location(s) where work will be performed,
 - d) itemize the total cost and the number of estimated hours for each individual named above.
- 2) How the offeror meets the minimum experience requirements in §2.08, specifically experience working independently in a position that includes duties listed in (b), (c), and (d) of §2.08.
- 3) Highlight personnel with experience with light-duty & medium-duty vehicle maintenance procedures including test procedures for various vehicle components.
- 4) Highlight personnel with experience inspecting school buses or public transportation buses.
- 5) 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.
- 6) Highlight personnel with experience developing and conducting training programs for shop mechanics who work on large vehicles which transport passengers.
- 7) Highlight personnel with vocational and technical training in medium/heavy duty vehicle mechanics.
- 8) 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.
- 9) Highlight personnel with knowledge of Alaska and the most current National Minimum Standards for School Buses.
- 10) 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.
- 11) 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.
- 12) Highlight personnel with a thorough knowledge of mechanical terminology common to motor carrier personnel.

- 13) 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.
- 14) Highlight personnel with experience assisting operators in addressing problems associated with bus and records inspections.
- 15) Highlight personnel with experience writing and verbalizing clear, accurate, and concise communications.
- 16) Highlight the offeror's successful completion of similar services supported with letters of reference.
- 17) Describe equipment required to perform the services highlighting the experience the offeror has with the equipment the offeror already possesses.
- 18) 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.

6.13 COST PROPOSAL

Cost proposals must include an itemized list of 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.

For this proposal, the offeror is required to submit four budgets as listed below. Each budget must include a breakdown by category of project costs to allow the Department to analyze allocation of resources; however, the contract issued will be fixed price. The budget breakdown shall include, but is not limited to, the following expense categories: salaries, computer costs, indirect overhead, rent, travel, materials/supplies, equipment, insurance, phone and postage.

A proposal which does not include all four budget breakdowns will be declared non-responsive. Offerors may submit proposals on any combination of one or more service areas (see attachment). The Department reserves the right to award the contract to an offeror at a combination price for inspection of all buses listed in all three service areas. If it is determined to be in the best interest of the State, the State may award to one or more offerors on an individual service area basis.

The four required budgets are:

- 1) COMBINATION - (All Buses):
Budget for inspecting all buses listed in service areas I, II, and III and completing all requirements of RFP.
- 2) SERVICE AREA I:
Budget for inspecting all buses in Service Area I listed in Attachment 1 and completing all requirements of RFP for buses in this area.
- 3) SERVICE AREA II:
Budget for inspecting all buses in Service Area II listed in Attachment 1 and completing all requirements of RFP for buses in this area.

4) SERVICE AREA III:

Budget for inspecting all buses in Service Area III listed in Attachment 1 and completing all requirements of RFP for buses in this area.

6.14 EVALUATION CRITERIA

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

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.

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

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 UNDERSTANDING OF THE PROJECT (3 PERCENT)

Proposals will be evaluated against the questions set out below:

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?

7.02 METHODOLOGY USED FOR THE PROJECT (6 PERCENT)

Proposals will be evaluated against the questions set out below:

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 §4.01 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?

7.03 MANAGEMENT PLAN FOR THE PROJECT (2 PERCENT)

Proposals will be evaluated against the questions set out below:

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

7.04 EXPERIENCE AND QUALIFICATIONS (14 PERCENT)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

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 (b), (c), and (d) of §2.08 as listed above?
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.

7.05 CONTRACT COST (65 PERCENT)

Overall, a minimum of **65%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06 ALASKA OFFEROR PREFERENCE (10 PERCENT)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 ATTACHMENTS

Attachment 1.	Proposal Checklist & Document Order
Attachment 2.	Proposal Cover Sheet
Attachment 3.	Conflict of Interest Statement & Location of Work
Attachment 4.	Federal Debarment Certification Form
Attachment 5.	Minimum Experience & Qualifications
Attachment 6.	Offeror's Certification
Attachment 7.	Preference Worksheet
Attachment 8.	Sample Standard Agreement Form
Attachment 9.	Indemnity and Insurance Requirements
Attachment 10.	Proposal Evaluation Form
Attachment 11.	Sample Notice of Intent to Award
Attachment 12.	Buses To Be Inspected
Attachment 13.	School Bus Inspection Criteria
Attachment 14.	Alaska School Bus Inspection Manual

¹ Amendment 01 revision: changed deadline from 4/10/2015 to 4/13/2015.

² Amendment 01 revision: dates entered, renewal options stated.

³ Amendment 01 revision: changed deadline from 4/10/2015 to 4/13/2015.

⁴ Amendment 01 revision deleted this sentence from the end of ¶1 of §1.05 *"If three or more site visits are required by the department through no fault of the contractor the department will reimburse the contractor for reasonable expenses to and from the site."*

⁵ Amendment 01 revision: "videotaped" changed to "video"