

REQUEST FOR PROPOSAL

Date: February 4, 2019

From: **KENAI PENINSULA BOROUGH SCHOOL DISTRICT**
Purchasing Department
139 East Park Avenue
Soldotna, Alaska 99669
(907)714-8876

BID NUMBER: #113-19

BID DUE DATE: 4:00 P.M., Alaska Time, March 5, 2019

CLASSIFICATION: Washington D.C. & New York Land & Air Tour

This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered.

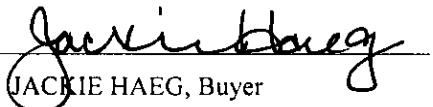
All bids submitted must remain valid for a period of 60 days (unless otherwise specified). _____

If you are eligible for KPBSD Local Bidder Preference, you must include the following information:

Kenai Peninsula Borough Sales Tax Account Number: _____

Kenai Peninsula Borough Personal Property Tax Account Number: _____

YOU MUST BE CURRENT IN ALL PAYMENTS OF THE ABOVE.

FOR BUYER: 
JACKIE HAEG, Buyer

FOR SELLER: Business Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature of Bid Manager: _____

Printed Name of Bid Manager: _____

Date Returned: _____

**** THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION ****

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
139 East Park Avenue
Soldotna, Alaska 99669-7553

The Kenai Peninsula Borough School District, Purchasing Department (hereinafter also KPBSD or District), invites the submission of proposals for Washington D.C & New York Land & Air Tour to the District in accordance with the following instructions.

The District reserves the right to negotiate the terms and conditions of any contract entered into as a result of accepting any bid submitted by the successful Bidder(s).

Any interested party may obtain a copy of the Request for Proposal from the Kenai Peninsula Borough School District website at www.kpbsd.k12.ak.us or from the Purchasing Department, 139 East Park Avenue, Soldotna, AK 99669, and (907)714-8876.

To be considered for award, one (1) original of the bid must be received by the District Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669 no later than 4:00 p.m., Alaska Time, March 5, 2019. Each bid must be submitted in a single sealed envelope or package marked on the outside **“WASHINGTON D.C & NEW YORK LAND & AIR TOUR; Bid #113-19: Due: NLT 4:00 p.m., Alaska Time, March 5, 2019.”**

Bids delivered by fax or by electronic means are not acceptable and will not be considered.

GENERAL INSTRUCTIONS AND INFORMATION:

A. NON-DISCRIMINATION

Each bidder, in submitting bids, certifies that if awarded a contract resulting from this bid they as the contractor will not will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The contractor will take affirmative action to insure that applicants/employees are fairly treated. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Bidder, if awarded a contract, warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto and the State of Alaska Occupational Safety & Health Act of 1973 and all amendments thereto. In the event the product sold does not form to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

C. COMPLIANCE

Bidder, if awarded a contract, shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the merchandise. Successful bidder(s) shall certify in the following or substantially equivalent words on the invoice or other appropriate document: “We hereby certify that the goods covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Section 6 and 12 thereof, and of the regulations and others of the U.S. Department of Labor under Section 14 thereof”.

D. CASH DISCOUNTS

All bid prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of bids.

E. FEDERAL EXCISE TAXES

The School District is exempt from the Federal Excise taxes. Exemption Certificate will be furnished when required.

F. SAMPLES

Samples and/or specification sheets must be furnished at no charge when requested and when bidding brands other than specified or where noted. All articles must be in strict conformance with the quality of the samples submitted and the requirements of the specifications. Samples submitted with proposals will not be returned.

G. BIDS

1. It is the sole responsibility of the bidder to have its bid received by the District Purchasing Department prior to the time of the scheduled bid due date and time. Bid(s) will be marked with the date and time of receipt. Late Bids shall not be considered and shall be returned to the bidder, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, Bids. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a bid not properly addressed and identified.
2. One or more addenda to the Request for Proposal may be issued by the District after the RFP process is opened. A copy of any addendum issued by the District must be signed by the bidder and submitted along with its bid. While the District will make reasonable efforts to notify bidders of any addenda, it is the sole responsibility of the bidder to verify whether any addenda have been issued. Bidders should check the District website to ascertain if any addenda have been issued.
3. Bidders should read this Request for Proposal carefully and review all instructions contained herein. Incomplete or incorrect Bids may be rejected as not conforming to the essential requirements of the RFP.
4. This request implies no obligation on the part of the District. Award of this Request for Proposal is contingent upon the availability of funds. The District reserves the right to reject any and all bids and to act in the best interest of the Kenai Peninsula Borough School District.
5. No oral interpretation will be given on any part of the RFP documents. Any bidder in doubt as to the true meaning of any part of this RFP may submit a written request for an interpretation thereof. Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the RFP. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Head Buyer, require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective bidders, will be answered by issuing an addendum. Questions must be received by the District Purchasing Department no later than 4:00 p.m. Alaska Time, February 20, 2019. Any addendum resulting from submitted questions will be posted to the District website at least seven (7) days prior to the deadline for RFP submissions. It is the bidder's responsibility to check the website frequently prior to submitting their bid. Questions must reference the bid number and can be delivered as follows:

Re: **RFP #113-19 WASHINGTON D.C. & NEW YORK LAND & AIR TOUR**

Fax: 907-262-7165

E-mail: jhaeg@kpbsd.k12.ak.us

Mail: Kenai Peninsula Borough School District Purchasing Department
139 E Park Avenue
Soldotna, AK 99669

6. If a bidder fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, their bid shall be submitted at the bidder's own risk and should the bidder's submission, in whole or part, be deemed the winning bid, the bidder shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any discrepancy, defect, ambiguity or other error in the solicitation will be disallowed if the fault has not

been brought to the attention of the District, in writing, at least ten (10) days prior to the date set for submission of Bids. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

7. All Bids and Addenda **must be manually signed**. All Proposals and Addenda must be manually signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.
8. Each bidder understands and agrees that it submits its bid at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Request for Proposal and award process, including but not limited to: bid preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees) to the determination of the winning bid and/or rejection of Bids. No obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members, employees, agents or insurers as a result of this Request for Proposal. By submitting a bid, each bidder agrees to be bound in this respect.
9. Bids may be withdrawn on written request delivered to the District Purchasing Department (fax is acceptable) prior to the time specified for submittal. Bids not withdrawn prior to the specified time may not be withdrawn for a period of sixty (60) calendar days after the time for receipt of Bids.
10. All Bids must comply with these instructions.
11. All Bids must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the RFP.
12. Bidders must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP and any bid which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.
13. Bidders may not qualify a bid nor restrict the rights of the District. If a bidder does so, the District may determine the bid to be non-responsive and the bid may be rejected. If the District fails to identify or detect supplemental terms or conditions in a bid that conflict with those contained in this RFP or that diminish the District's rights under any award resulting from this RFP, the term(s) or condition(s) will be considered null and void.
14. The District shall have the authority to waive irregularities on any and all Bids, except that timeliness and manual signature requirements shall not be waived, when deemed to be in the best interest of the District.
15. The District reserves the right to reject any or all Bids, consider alternates and waive formalities in RFP procedures as is in the best interest of the Kenai Peninsula Borough School District.
16. The District reserves the right to select final quantities and product based on total cost and cost itemization.
17. The apparent low bidder(s) may be required, if deemed to be in the best interest of the District, to submit written verification of their ability to fill any order(s) subsequent to this RFP in accordance with the specifications and delivery time line established in this bid document, prior to final award.
18. Once the bid has been awarded and subsequent purchase orders have been issued, if the low bidder cannot fill the purchase orders in accordance with the specifications of the RFP, the District may vacate that award, cancel any affected purchase orders, and issue new purchase orders to the next lowest responsible bidder.

H. HOLD HARMLESS

Bidders shall define and hold the District, its officers, employees, agents, and insurers harmless from any and all claims arising from the use or consumption of product provided by bidder unless bidder can establish that such claims arise from the District's improper handling, storage, or use of the product.

I. AGGRIEVED BIDDERS

Appeal Process for Aggrieved Bidders/Proposers for Contract Awards at \$25,000 or greater, KPBSD School Board Policy AR 3311, Bids:

Appeal to Superintendent

Any party bidding or submitting a proposal for a contract or purchase order with the District for \$25,000 or greater may appeal to the Superintendent in writing, personally received at the District Purchasing office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, by mail, or by facsimile and must comply with the requirements of this section.

Contents of Appeal

A written appeal shall, at minimum, contain the following:

- a. The name, address, and telephone number of the interested party filing the appeal;*
- b. The signature of the interested party or the interested party's authorized representative;*
- c. identification of the proposed award at issue;*
- d. A statement of the legal or factual grounds for the appeal;*
- e. Copies of all relevant documents; and*
- f. A fee of \$300.00 shall be paid to the District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.*

Rejection of appeal

The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.

Stay of Award

If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interest of the District.

Notice and response

Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

Superintendent's decision

The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.

J. PUBLIC RECORDS CLAUSE

This Request for Proposal and the resulting Proposals received will be kept confidential until the resulting award has been announced. All the Proposals, together with copies of all documents pertaining to the award of this RFP, will be kept by the Purchasing Department and made a part of the record. Following award of the RFP, the Proposal record will then become public information.

K. LOCAL PREFERENCE CONDITIONS

School Board Policy AR 3311 states:

KPBSD intends to give preference to local residents, businesses, contractors, producers and dealers to the extent consistent with the law and best interest of the public.

The district purchasing officer shall purchase from the lowest qualified, responsive, and responsible bidder or business. When bids or quotes are within 5% of being equal, preference may be given to local businesses if it is determined by the superintendent to be in the best interest of the district. For the purpose of this policy, a local business is defined as: any business or company having a physical presence in the borough, registered in the borough to collect sales tax, and locally provides the products and services sought. The 5% policy may be applied to all purchases up to \$25,000.00.

Note: Local Bidder Preference does not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.

L. CONTRACTOR'S VIOLATIONS OF TAX ORDINANCES

School Board Policy BP 3311 states:

No contract or purchase order shall be awarded to any individual or business that is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.

Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.

The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).

M. RESPONSE REQUIRED

Your response, whether you are bidding or not, is our only indication of interest in District business. To assure continued receipt of Invitations when not bidding, return only the cover sheet with the statement "NO BID" on its face and the name of the firm. Continued failure to do so will result in automatic removal of your firm from the commodity listing selected for this RFP. Failure to respond to three (3) bids/Bids may result in being removed from the District's bid list.

N. AWARD

Proposal will be awarded All-or-None

EVALUATION OF PROPOSALS:

All proposals will be reviewed by the District's purchasing department to evaluate administrative responsiveness of proposals to determine if offerors have complied with the administrative proposal requirements. Proposals then will be evaluated by an evaluation committee comprised of District employees or other persons deemed appropriate by the District using the Evaluation Criteria specified in this RFP. Evaluation of proposals in accordance with the evaluation criteria will result in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance.

The evaluation committee will formulate a numerical score for each proposal submitted based on the following criteria:

1. Quality of Proposal. Adequate and complete response to the RFP. (Maximum score = 20)
2. Resources. Demonstrate adequate resources and facilities available to meet the requirements of the RFP. (Maximum score = 30)
3. Qualifications and Experience. Offeror's experience on projects of a similar scope. (Maximum score = 20)
4. Fee Proposal. Total cost for facilities and services specified in the RFP. (Maximum score = 30)

Total Maximum Score = 100

FEE PROPOSAL:

Each proposal shall specify prices typed or legibly written in ink. In case of discrepancies between unit prices and the sum total specified, unit prices shall govern. If a price is specified in both written words and numbers and there is a discrepancy between the two, the written words shall govern. The proposed fee will be scored based on the total proposed price with the maximum possible points awarded to the lowest total fee proposed. Fee Proposals will be examined to determine if they are consistent with the rest of the proposal and that their calculations are accurate. The offeror is entirely responsible for the accuracy, completeness, and consistency of its Fee Proposal.

Proposed fee will be scored using the following formula:

Lowest Proposal Fee = PL
Proposal Fee of proposal being evaluated = PE
Points Possible = PP
Points Assigned = PA

$$PL \div PE \times PP = PA$$

REQUIREMENTS OF PROPOSAL:

The Kenai Peninsula Borough School District is requesting proposals for an air and land tour package to Washington DC & New York. The group will include approximately 30 middle school students & 7 adult chaperones.

Length of Stay: 7 days / 6 nights in Washington, DC & New York, departing on October 25, 2019 around 11:55 pm & returning on November 1, 2019 around 2:00 pm.

Please arrange arrival and departure city for the most advantageous ticket price and arrange itinerary accordingly.

Requested itinerary:

- a. Holocaust Memorial;
- b. White House tour;
- c. Ghost Tour in Williamsburg;
- d. Guided tour on Williamsburg restoration including Governor's Palace;
- e. Mt. Vernon & Washington's Mansion;
- f. Lincoln, Vietnam, and Korean Memorials;
- g. Tour of Capitol Hill;
- h. Visit Georgetown University and tour;
- i. Washington National Zoo;
- j. International Spy Museum;
- k. Jefferson and FDR Memorials;
- l. Ford's Theatre & Petersen House;
- m. Smithsonian Institution (Time to explore by choice);
- n. Arlington National Cemetery;
- o. Martian Luther King Jr. National Memorial and WWII Memorial;
- p. Washington's National Cathedral;
- q. Empire State Building;
- r. Statue of liberty & Ellis Island ;
- s. 9/11 Memorial;
- t. Walk and visit: Rockefeller Center, St. Patrick's Cathedral, walk Fifth Avenue;
- u. Spend time in Times Square (shopping time);
- v. Attend a Theatre Performance

Proposal to include, but not limited to:

1. Round-trip airfare per person (all taxes, fees, & one (1) checked bag to be included). Flight with as few stops as possible.
 - a. Depart from Ted Stevens Airport, Anchorage Alaska, to Washington, DC, Baltimore or New York.
 - b. Return from Washington, DC, Baltimore or New York to Ted Stevens Airport, Anchorage Alaska.
2. Hotel accommodations in 3-Star class hotel or better. Rooms with private bath or shower. Occupancy: Adults – four (4) per room; Students – four (4) or more per room. Hotel to include nighttime hall monitor/security on each floor student rooms are located. If the hotel provides this security, please note in response. If nighttime hall monitor/security is not provided by the hotel, please note the name of the company providing this service in your response.
3. Full time (24-hour) tour escort to travel with group for entire stay for tour support.
4. Motor coach transportation for transportation needs. Driver regulations to apply. Bus must have adequate storage for luggage if overnight stay is required. Driver(s) must be knowledgeable of travel routes and tour areas. Students are not allowed to travel in 15 passenger vans.
5. Three (3) meals per day – breakfast (at hotels), lunch, and dinner. Please specify type of meal and what is included and/or excluded. No beverage to be included in any meal. Sit down meals (DO NOT want more than 2 food court meals).
6. Admission fees for all attractions to be included.
7. Transportation of at least one (1) piece of full-size luggage per person.
8. Gratuities for motor coach driver(s).

9. Outline any and all complimentary items to be supplied to each person.
10. Delineate group payment schedule by date and amount due. Define payment method options.
11. Cancellation and refund policy to be clearly defined per person.
12. Medical and Accident Insurance coverage to be clearly defined per person.
13. Baggage and Property Insurance coverage to be clearly defined per person.
14. Proof of Commercial General Liability Insurance coverage in the amount of at least \$1 million dollars (US) per occurrence for the entire travel period.
15. If the vendor is the employer of the tour escort(s), guide(s) and/or driver(s) the vendor must provide proof of Workman's Compensation Insurance for their employees.
16. The vendor must be in compliance with laws and regulations of the jurisdiction they operate/travel in.
17. Provide references from past US high school, college, or university. Trips must have taken place within the past 3 years. Minimum of two (2) US references req

PROPOSAL TRANSMITTAL FORM

This form must be completed and returned with the offeror's proposal

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY / STATE / ZIP: _____

PHYSICAL BUSINESS ADDRESS: _____

CITY / STATE / ZIP: _____

CONTACT PERSON FOR THIS SOLICITATION: _____

TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

ALASKA BUSINESS LICENSE #: _____ FEDERAL TAX ID #: _____

| |
|----------------------|
| CERTIFICATION |
|----------------------|

I certify that I am a duly authorized representative of the business listed above and that the information and materials enclosed with this proposal accurately represent the capabilities of the business to provide the services and facilities indicated in compliance with the requirements of the solicitation.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items on which prices are offered at the price set opposite each item, within the dates specified in the solicitation.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ PRINTED TITLE: _____