

REQUEST FOR PROPOSAL

DATE: February 4, 2026

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

PROPOSAL NUMBER: #104-26

PROPOSAL DUE DATE: 4:00 P.M., Alaska Time, April 29, 2026

CLASSIFICATION: Pupil Transportation Services

All proposal pricing shall be firm for two hundred eighty (280) calendar days after the date proposals are due.

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: Colton Hayes
COLTON HAYES, Buyer

FOR SELLER: Business Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Manual or E-Signature of Proposal Manager: _____

Printed Name of Proposal Manager: _____

Date Returned: _____

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

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

I. INSTRUCTIONS TO PROPOSERS

The Kenai Peninsula Borough School District, (hereinafter also KPBSD or District), invites the submission of proposals to provide Pupil Transportation Services to the District in accordance with the following instructions.

An online pre-proposal conference will be held on **March 12, 2026**, via Zoom. The intent of this pre-proposal conference is to provide an equal opportunity for interested vendors to ask any questions they may have relating to this RFP. Attendance at this pre-proposal conference is not mandatory but is strongly recommended. Meeting details for this pre-proposal conference can be requested through the KPBSD Purchasing Department.

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

The District will enter a seven (7) year contract, July 1, 2027, through June 30, 2034, with the option to extend the contract for up to five (5) years with the successful proposer.

The Request for Proposal openings will be held at the KPBSD Purchasing Office on April 30, 2026, at 10:00 AM.

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 and four (4) additional copies of the proposal must be received by the District Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669 no later than 4:00 p.m., Alaska Time, April 29, 2026. Each proposal must be submitted in a single sealed envelope or package marked on the outside **“PUPIL TRANSPORTATION SERVICES; RFP #104-26: Due: NLT 4:00 p.m., Alaska Time, April 29, 2026.”**.

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

GENERAL INSTRUCTIONS AND INFORMATION:

A. NON-DISCRIMINATION

No contractor on any District contract may discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, or change in marital status. All successful contractors shall take affirmative action to ensure such non-discrimination. 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. All successful contractors must agree to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination section and this section shall be deemed to be part of every contract entered into by the District under these policies.

B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Proposer, if awarded a contract, warrants that the products 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, PL 91-596).

C. CASH DISCOUNTS

Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of proposal.

D. FEDERAL EXCISE TAXES

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

E. PROPOSALS

1. It is the sole responsibility of the proposer to have its proposal received by the District purchasing department prior to the time of the scheduled proposal due date and time. Proposal(s) will be marked with the date and time of receipt. Late proposals shall not be considered and shall be returned to the proposer, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, proposals. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a proposal 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 proposer and submitted along with its proposal. While the District will make reasonable efforts to notify proposers of any addenda, it is the sole responsibility of the proposer to verify whether any addenda has been issued. Proposers should check the District website to ascertain if any addenda have been issued..
3. Proposers should read this Request for Proposal carefully and review all instructions contained herein. Incomplete or incorrect proposals 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 proposals 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 Proposer 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 Proposer to a specific section of the RFP. These questions may be answered by direct communication to the Proposer 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 Proposers, 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, March 25, 2026.** 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 Proposer's responsibility to check the website frequently prior to submitting their Proposal. Questions must reference the Proposal number and can be delivered as follows:

Re: PUPIL TRANSPORTATION SERVICES, RFP #104-26

Fax: 907-262-7165

E-mail: bids@kpbsd.k12.ak.us and chayes2@kpbsd.k12.ak.us

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

6. If a proposer fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, their proposal shall be submitted at the proposer's own risk and should the proposer's submission, in whole or part, be deemed the winning proposal, the proposer 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 proposals. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

7. All Proposals and Addenda must be manually signed. E-signature is acceptable. 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 proposer understands and agrees that it submits its proposal 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: proposal preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the winning proposal and/or rejection of proposals. 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 proposal, each proposer agrees to be bound in this respect.

9. Proposals may be withdrawn on written request delivered to the District Purchasing Department prior to the time specified for submittal. Proposals 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 Proposals.

10. All Proposals must comply with these instructions.

11. All Proposals must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the RFP.

12. Proposers 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 proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP and any proposal which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

13. Proposers may not qualify a proposal nor restrict the rights of the District. If a proposer does so, the District may determine the proposal to be non-responsive, and the proposal may be rejected. If the District fails to identify or detect supplemental terms or conditions in a proposal 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 Proposals, 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 Proposals, 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.

F. SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

1. In addition to reading all of the information in the RFP, all proposers must carefully read and review the attached sample contract (Section III.) The successful proposer shall be required to enter into a Contract with the Kenai Peninsula Borough School District, which will be substantially similar to the sample.
2. The Proposer must identify any proposed changes to the sample Contract consistent with General Instructions and Information, Section E. Proposals, of this RFP.
3. IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE DISTRICT. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

G. AGGRIEVED PROPOSERS

Appeal Process for Aggrieved Proposers for Contract Awards at \$25,000 or greater, AR 3311, Bids.

1. Any party 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.

2. 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.*

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

4. 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.

5. 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.

6. 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.

H. PUBLIC RECORDS CLAUSE

This Request for Proposal and the resulting Proposals received, 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 which, following award of the RFP, will be open to public inspection, unless restricted by the proposer and/or School Board Policy. If a proposal contains any information which is proprietary or confidential, each such page of the proposal must be clearly marked. Cost or price information will be open to public inspection.

I. 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 office shall purchase from the lowest qualified, responsive, and responsible proposer or business. When proposals or quotes are within 5% of being equal, preference may be given to local businesses who operate within the Kenai Peninsula Borough 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.

This policy will not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.

Subdivision Prohibited: No project or proposal specifications shall be subdivided to avoid the requirements of this policy, but this provision does not preclude use of alternate deductible items.

Local Bidder Preference will not be considered in this RFP

J. 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).

K. RESPONSE REQUIRED

Your response, whether you are submitting a proposal or not, is our only indication of interest in District business. To assure continued receipt of Invitations when not submitting a proposal, return only the cover sheet with the statement "NO PROPOSAL" 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/Proposals may result in being removed from the District's bidders list.

L. AWARD

RFP will be awarded to one proposer

II. GENERAL CONDITIONS

A. GENERAL STATEMENT

The selected Proposer shall perform services and otherwise comply with all conditions set forth in the Request for Proposal including all attachments and appendices hereto and all additional requirements identified in the Proposer's proposal.

B. GOVERNING LAW

1. The contract shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska, and any legal action brought thereon shall be filed and prosecuted in the Third Judicial District at Kenai, Alaska 99611.
2. The District reserves the right to designate the attorney or attorneys to be used by the Contractor in defending any claims the Contractor is required to defend that may be brought against the District.

C. COMPLIANCE WITH ALL LAWS

The Contractor shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the contract and all applicable District policies, rules, and procedures.

D. RIGHT TO ENTRY

1. The selected proposer, and any of its officers, employees, or agents performing services, shall be permitted to enter upon District property in connection with the performance of its services hereunder, subject to the Terms and Conditions contained herein and those rules established by the District.

2. In the case of any property owned or leased by the District the selected proposer shall comply with and shall cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including attorneys' reasonable fees arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Request for Proposal, including without limitation, the indemnification provisions contained in this section.

E. CONFIDENTIALITY

All reports, information, or data, prepared or assembled by the selected Proposer under the contract, are confidential and the selected Proposer agrees that said reports, information or data shall not be made available to any individual or organization without the prior written approval of the District. In addition, the District may disclose certain information to Proposer and Proposer may have access to certain information that is not generally known to others and is confidential. Proposer agrees not to use or disclose to any third party except in the performance of services hereunder any such confidential information. Proposer further agrees to cause its employees and subcontractors to undertake the same obligations of confidentiality. These provisions shall survive termination of the contract. The selected Proposer agrees to work cooperatively and in the spirit of good faith with the District in order to assure high quality services. The selected Proposer agrees to meet with District representatives whenever necessary to promptly resolve any problems that occur relative to the administration of the contract.

F. DISPUTES

Any disputes arising under the contract which are not disposed of by the Head Buyer and his/her contractor counterpart shall be decided by Kari Dendurent, Kenai Peninsula Borough School District Assistant Superintendent, who shall reduce the decision to writing and shall mail or otherwise furnish a copy to the selected contractor.

G. DELAYS AND EXTENSIONS

No proposer shall in any event be entitled to damages or additional compensation for delays or hindrances from any cause whatsoever during the progress of any portion of the services specified under the contract. In the event of any delay or hindrance, the successful proposer may seek a reasonable extension of time for its performance. However, should the District grant any extension of time to the Proposer, such extension does not operate as a waiver by the District of any of its other rights under the contract.

H. PAYMENTS

Payment will be made upon submittal of monthly invoices, or as agreed to by the parties.

Invoices shall be directed to the Transportation Supervisor at the following address:

Kenai Peninsula Borough School District
Transportation Department
139 E Park Avenue
Soldotna, AK 99669

I. INDEPENDENT CONTRACTOR

1. The Contractor's employees as well as employees of any subcontractor, supplier, or other agent of the Contractor are not employees of the District. The Contractor is in the legal status of an independent contractor.
2. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Proposer or other persons while engaged in the performance of the duties or services contemplated and any and all claims that might be made by any third person as a result of any act or failure to act shall be the proposer's sole obligation and the proposer shall indemnify the District and hold it harmless from any liability for any act or failure to act on the part of the Proposer. It is further understood and agreed that the District shall not be responsible for any state or federal withholding taxes or for FICA and state unemployment insurance for the selected Proposer, its agents or employees.

J. INDEMNIFICATION

1. Any and all employees of the Contractor and other persons, while engaged in the performance of any work or services required by the contractor under this agreement, shall not be considered employees of the Kenai Peninsula Borough School District.
2. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Proposer or other persons while engaged in the performance of the duties or services contemplated and any and all claims that might be made by any third person as a result of any act or failure to act shall be the proposer's sole obligation and the proposer shall indemnify the District and hold it harmless from any liability for any act or failure to act on the part of the proposer.

K. CONTRACT INDUCEMENTS

No payment, gratuity or offer of employment shall be made in connection with any contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

L. NONAPPROPRIATION

No financial obligation beyond a current fiscal year shall exist under any contract award pursuant to this Request for Proposal unless and until an appropriation of funds to be expended on this contract for the following fiscal year is made by the School Board. In the event that the School Board does not appropriate funds, or appropriates insufficient funds for the following fiscal year, the District shall notify the contractor and this contract shall terminate on the last day of the preceding fiscal year, or on the date when appropriated funds for this contract are exhausted. Under no event shall the District be financially obligated to a successful proposer in any way beyond amounts appropriated by the School Board. However, it is agreed that if the School Board does not appropriate funds for this contract, thereby terminating this contract, the District shall be prohibited from contracting with any other party to provide the services which otherwise would have been provided under this contract for the remaining term of this contract.

M. NONASSIGNABILITY

The District reserves the right to assign all or any part of its interests under the contract. A successful proposer may not assign any part of its rights or obligations under a contract without the prior written approval of the District. Specifically, a successful proposer may not transfer, pledge, or assign funds or the right to receive funds due or to become due under this contract, in whole or in part, without the prior written consent of the District. Any such transfer, pledge or assignment by the contractor which is not approved by the District is invalid, and shall in addition constitute an event of default under the contract.

N. TERMINATION FOR CONVENIENCE

1. The District may at any time terminate this contract or any portion of the services to be performed under this contract, for the District's convenience. Such termination shall be accomplished by written notice to the contractor after a determination by the District that the contract is no longer in the best interests of the District. Any such termination shall be effective 90 calendar days from the date of receipt by the contractor, unless the District, at its sole discretion, informs the contractor of some longer period.
2. After receipt of a "for convenience" termination notice, the contractor shall restrict activities under the contract to completion of activities previously begun and/or such other activities as the District specifically requests, and the District shall not be responsible for costs associated with any additional activities performed by or on behalf of the contractor, except as requested by the District. The District shall not be responsible for any additional costs or expenses incurred after the effective date of the convenience termination. The District shall make payment for services actually and satisfactorily performed by or on behalf of the contractor through the effective date of a for convenience termination on the same basis as is otherwise provided in the contract.
3. In addition, for payment for services actually and satisfactorily performed, the District in the event of a "for convenience" termination shall pay the contractor for expenses reasonably and necessarily incurred and

satisfactorily documented as a result of the early termination of this contract for the then current fiscal year. Such payments shall constitute the entire financial obligation of the District in the event of a “for convenience” termination.

4. Payments paid pursuant to sections N.2 and N.3 shall constitute the entire financial obligation of the District in the event of a “for convenience” termination
5. In no event will the District be liable to pay damages for the loss of anticipated profits when the District terminates the contract for convenience.

O. SEVERABILITY

If any term or provision of the Contract or the application of the Contract to any person or circumstance shall be deemed invalid or unenforceable to any extent for any reason, the remainder of this Contract and the application of this Contract to those persons and circumstances shall not be affected, and each and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by Alaska law.

P. PERSONNEL

1. The selected Proposer shall immediately assign and maintain a staff of competent personnel fully equipped and qualified to perform the services required by the contract. Resumes may be required for all personnel assigned, or to be assigned to the project. The District reserves the right to approve the assignment of any proposer personnel and/or any replacement personnel.
2. **RESTRICTIONS ON SEX OFFENDERS ON CAMPUS**
KPBSD School Board Policy BP 3515.7, www.kpbsd.org

III. SUBMISSION REQUIREMENTS

A. FORMAT OF PROPOSAL

1. All proposals must be submitted with pages numbered and in a binder with section dividers. Cost Proposal and Fee Schedule should be submitted in a single sealed envelope within the Proposal. Proposals shall be submitted on standard 8 ½” x 11” bond paper, one-sided.
2. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of this Request for Proposal. However, additional information provided for clarification will be considered.

B. REQUIREMENT FOR CERTIFIED CHECK, CASHIER CHECK, PROPOSAL BOND

1. Proposals must be accompanied by either a certified check or cashier’s check in the amount of \$10,000.00 or a proposal bond in the amount of \$10,000.00 executed by a corporate surety that is authorized and registered to do business in Alaska. The aforementioned certified or cashier’s check shall be payable to the Kenai Peninsula Borough School District. The amount of the check shall be retained or the bond shall be claimed by the Kenai Peninsula Borough School District as liquidated damages to compensate the District for damages in the event the proposer, to whom the contract is awarded, fails to enter into the tendered contract.
2. The check or bond will be returned to the successful proposer after it has executed the contract with the District, delivered the Performance Bond or waiver request and Certificate of Insurance required by the contract.
3. Checks and bonds accompanying submitted proposals will be released and returned to all unsuccessful proposers following approval of the award of the contract by the KPBSD School Board and a contract is signed.

C. WITHDRAWAL FROM CONSIDERATION

A proposer may withdraw its proposal at any time prior to the date and time specified for the receipt of proposals. Withdrawal of proposals must be in writing and delivered to the purchasing office. However, no proposer shall

withdraw or cancel its proposal for a period of two-hundred-eighty (280) calendar days after said advertised closing time for the receipt of proposals, nor shall the selected proposer withdraw, cancel, or modify its proposal, after having been notified by the District that said proposal has been accepted by the District.

IV. EVALUATION CRITERIA, PROCESS AND SELECTION

A committee of individuals representing the Kenai Peninsula Borough School District will perform evaluation of the proposal. The committee will rank the proposal(s) as submitted. The District reserves the right to award a contract solely on the written proposal.

The District also reserves the right to request oral interviews with the highest ranked proposer(s) (short list). The purpose of the interviews with the highest ranked proposers is to allow expansion upon, and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) proposers will be short-listed. A second score sheet will be used to score those proposers interviewed. In the event an oral presentation is made, a maximum of 10 points may be added to the total score of each proposer making a presentation. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same evaluation criteria and point ranges will be used during the second evaluation as for the first.

The evaluation committee will forward a recommendation for contract award based on points awarded. The proposer, whose proposal is ranked highest, may be invited to enter final negotiations with the District for the purposes of contract award.

A. CRITERIA

1. The review committee will formulate a numerical score based on the following method and criteria. The following criteria will be used to evaluate proposals (100 points being the maximum total score per evaluator (4 evaluators = 400 Points Max.)
 - a. **Quality of Written Proposal.** Adequate and complete response to the RFP shall include information on personnel, qualifications, experience, and previous history. Is the proposal written specifically to the requirement of the RFP rather than general in nature? (Maximum score = 20).
 - b. **Qualifications and Capability of the Contractor.** Understanding of the tasks required. Proposer is to demonstrate their vision as to their ability to fulfill their contract obligation. (Maximum score = 20).
 - c. **Proposer Available Resources.** Describe the proposer's ability to meet in person with Department personnel when required during the performance of the contract. Depth of resources available to meet the RFP requirements and to deal with unexpected needs, or provide specialized services, in a timely manner. (Maximum score = 20).
 - d. **Qualifications and Experience.** Rating of the proposer will include the contract manager in charge, other proposed staff regarding experience and qualifications; specific experience on projects of similar size and scope; specific experience in project area; and past performance as related to current or past contracts with the District. Performance on past contracts will be reviewed through checks of client references on the key proposed staff, as to their attitude, economy, timeliness, dependability, responsiveness, and concern for client's interests. Is the information on the personnel to be employed complete and accurate; including specialized technology and other proprietary capabilities may also be considered. (Maximum score = 20).
 - e. **Cost Proposal and Fee Schedule.** Rate the total annual cost for initial year as outlined in the RFP. The objective is to obtain an adequate level of services for an appropriate and reasonable cost. The intent of the District is to get the most value for the dollars expended. (Maximum score = 20).

COST/FEE PROPOSAL:

Each proposal shall specify prices typed or legibly written in ink. In case of discrepancies between unit prices and the sum 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 cost proposal and fee schedule will be scored based on the proposed total annual cost for initial year 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.

Cost Proposal and Fee Schedule will be scored using the following formula:

$$\begin{aligned}\text{Lowest Proposal Fee} &= \text{PL} \\ \text{Proposal Fee of proposal being evaluated} &= \text{PE} \\ \text{Points Possible} &= \text{PP} \\ \text{Points Assigned} &= \text{PA} \\ \\ \text{PL} \div \text{PE} \times \text{PP} &= \text{PA}\end{aligned}$$

B. QUALITATIVE RATING FACTOR

1. Proposal will be ranked using the following qualitative rating factors for each RFP criteria

1.0 Outstanding
0.9
0.8 Excellent
0.7
0.6 Good
0.5
0.4 Fair
0.3
0.2 Poor
0.1
0.0 Unsatisfactory

2. The rating factor for each criteria, with the exception of cost, will be multiplied against the points available to determine the total points for that category or subcategory on the evaluation scoring sheet.

C. SELECTION PROCESS

The proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Kenai Peninsula Borough School District. If an agreement cannot be reached with the highest ranked proposer, the District shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proposers determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The Kenai Peninsula Borough School District reserves the right to reject any and all proposals submitted.

ANTI-LOBBYING CERTIFICATION

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name and Address of Organization

Name/Title of Submitting Official

Signature

Date